

UCC-1 Form

FILER INFORMATION

Full name: **SUSAN KIERNAN, ES Q.**

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SEND ACKNOWLEDGEMENT TO

Contact name: **LOCKE LORD LLP**

Mailing Address: **2800 FINANCIAL PLAZA**

City, State Zip Country: **PROVIDENCE, RI 02903 USA**

DEBTOR INFORMATION

Org. Name: **SAINT ANTOINE RESIDENCE**

Mailing Address: **10 RHODES AVENUE**

City, State Zip Country: **NORTH SMITHFIELD, RI 02896 USA**

SECURED PARTY INFORMATION

Org. Name: **THE WASHINGTON TRUST COMPANY OF WESTERLY**

Mailing Address: **23 BROAD STREET**

City, State Zip Country: **WESTERLY, RI 02891 USA**

TRANSACTION TYPE: STANDARD

COLLATERAL

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

EXHIBIT A

Debtor: Saint Antoine Residence
10 Rhodes Avenue
North Smithfield, Rhode Island 02896

Secured Party: The Washington Trust Company of Westerly
23 Broad Street
Westerly, Rhode Island 02891

This UCC Financing Statement is made in connection with a Mortgage, Security Agreement, Fixture Filing and Collateral Assignment of Rentals and Leases (the "Mortgage") dated May 10, 2023 made by Saint Antoine Residence (the "Debtor") in favor of The Washington Trust Company of Westerly (the "Secured Party").

In order to secure the payment of the Obligations (as defined in the Mortgage), the Debtor has granted to the Secured Party, with mortgage covenants, and/or a security interest in and to the following property, whether now owned, leased or hereafter (all of which, together with said real estate is hereinafter collectively referred to as the "Mortgaged Property")(capitalized terms not otherwise defined herein shall have the meanings ascribed to (a) those terms in Section 9-102(a) of the Uniform Commercial Code as the same may be in effect from time to time in the State of Rhode Island [the "Code"], or (b) those terms defined elsewhere in the Code and referred to in Section 9-102(b) of the Code):

(a) All of Debtor's right, title and interest in, to and under the pieces or parcel(s) of land, with the buildings and improvements now or hereafter placed thereon, located at 10 Rhodes Avenue in North Smithfield, Rhode Island and in Woonsocket, Rhode Island, and being more particularly described in said Exhibit B (the "Premises").

(b) All the right, title and interest of Debtor, now or hereafter, in and to the land lying in the bed of any street, road or avenue, opened or proposed, and any and all sidewalks, plazas, alleys, strips and gores, in front of, adjoining or adjacent to the Premises; and all and singular the privileges, tenements, hereditaments, licenses, easements, party wall agreements, rights, royalties, mineral, oil and gas rights, rents, issues and profits, water, water rights, water stock, and appurtenances, reversion or reversions and remainder or remainders belonging or in any way appertaining to the Premises.

(c) All the right, title and interest of Debtor in and to all fixtures of every kind and nature whatsoever, now or hereafter located in, upon or about the Premises, or any part thereof, and used or usable in connection with any present or future occupancy or operation of the Premises, and all renewals and replacements thereof and additions and accessions thereto (the "Fixtures"). The Fixtures shall be deemed to include, but without limiting the generality of the foregoing, all heating, lighting, laundry, incineration and power equipment, engines, pipes, pumps, tanks, motors, dynamos, boilers, fuel, conduits, switchboards, plumbing, lifting, refrigerating, ventilating, and communications apparatus, sprinkler system and other fire prevention and fire extinguishing apparatus, air cooling and air conditioning apparatus, elevators, escalators, shades,

blinds, awnings, screens, storm doors, and windows, stoves, refrigerators, refrigerating plant, attached cabinets, partitions, ducts and compressors, gas and electric fixtures, ranges, stoves, disposals, rugs, and all right, title and interest of Debtor in and to any Fixtures which may be subject to any security agreement, conditional bill of sale, or chattel mortgage superior to the rights of Secured Party under this Mortgage, and Debtor agrees to execute and deliver, from time to time, such further documents and instruments as may be requested by Secured Party to confirm, preserve, and enforce the lien of this Mortgage on any Fixtures; and all the proceeds and products of any and all Fixtures, including, but not limited to, any deposits or payments now or hereafter made thereon.

(d) All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Debtor and all proceeds of the conversion, voluntary or involuntary, of the Mortgaged Property, the improvements and/or any other property or rights encumbered or conveyed hereby, or any part thereof, into cash or liquidated claims.

(e) All awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to eminent domain, the alteration of the grade of any street, or any other injury to or decrease in the value of the Mortgaged Property, to the extent of all amounts which may be secured by this Mortgage, at the date of receipt of any such award or payment by Secured Party or Debtor, incurred by Secured Party in connection with the collection of such award or payment, and Debtor agrees to execute and deliver, from time to time, such further instruments as may be requested by Secured Party to confirm such assignment to Secured Party of any such award or payment.

(f) All further estate, right, title, interest, property, claim and demand whatsoever, either in law or in equity, of Debtor, in or to any of the above.

(g) All the right, title and interest of Debtor in and to the Collateral, hereinafter defined.

Collateral means collectively, all manner of machinery, fixtures, equipment, tools, construction materials, bricks, steel, wood, windows, window frames, glass, concrete, mortar, furnishings, furniture, carpets, appliances, cabinets, sinks, tubs, toilets, shower stalls, landscaping materials and improvements, and any other personal property, whether tangible or intangible, now or at any time hereafter attached to, placed upon, or used in any way in connection with the use, enjoyment, operation, maintenance and occupancy of the Premises.

Exhibit B

Real Property Legal Description

A certain lot or parcel of land with all buildings and improvements thereon situated easterly of Mendon Road and on the southerly side of Rhodes Avenue, in the Town of North Smithfield and the City of Woonsocket, County of Providence and State of Rhode Island bounded and described as follows, viz:-

Beginning at a point on the southerly side of aforesaid Rhodes Avenue, said point being the most northeasterly corner of grantor's other land (AP 6, LOT 9), and the most northwesterly corner of the parcel herein described;-

Thence: N. 85-14'-57" E., with aforesaid Rhodes Avenue four hundred thirty seven and nineteen one hundredths (437.19) feet to land of the City of Woonsocket at the City of Woonsocket and Town of North Smithfield Townline;

Thence: S. 06-03'-29" E., with aforesaid City of Woonsocket land and Town Line three hundred seventy three and ninety five one hundredths (373.95) feet;

Thence: S. 68-06'-46" E., still continuing with City of Woonsocket land one hundred thirteen and sixty two one hundredths (113.62) feet;

Thence: S. 69-44'-46" E., one hundred thirteen and forty four one hundredths (113.44) feet to land of Woonsocket Neighborhood Development Corp.;

Thence: S. 72-19'-46" E., with Woonsocket Neighborhood Development Corp. one hundred and eight tenths (100.80) feet to City of Woonsocket land;

Thence: S. 31-16'-14" W., four hundred eighty five and thirty nine one hundredths (485.39) feet to City/Town Line and City of Woonsocket land;

Thence: S. 06-03'-29" E., with aforesaid City/Town Line and City of Woonsocket land four hundred sixty five and sixty three one hundredths (465.63) feet to land of Richard Zagrodny;

Thence: N. 71-28'-09" W., with aforesaid Zagrodny land, six hundred twenty and eighty two one hundredths (620.82) feet;

Thence: S. 05-58'-26" W., two hundred fifty and five tenths (250.50) feet;

Thence: N. 72-34'-37" W., three hundred sixty three and forty nine one hundredths (363.49) feet to land of Charles & M. Jeanne Gerard and Rachel Buckley the last three lines bounded by Zagrodny land;

Thence: N. 05-58'-26" E., with said Gerard & Buckley land, two hundred fifty and sixty-one one hundredths (250.61) feet to land of Adrien & Lillian Durand (trustees) and land of Edward Jr. & Karen Dunphy;

Thence: N. 34-59'-09" W., with said Dunphy land eleven and thirty nine one hundredths (11.39) feet to other land of this grantor, (AP 6, LOT 9);

Thence: N. 51-07'-48" E., with grantor's other land seven hundred sixty six and two tenths (766.20) feet;

Thence: N. 07-06'-12" E., two hundred sixteen and fifty three one hundredths (216.53) feet;

Thence: N. 39-45'-10" W., four hundred nine and seven one hundredths (409.07) feet to the southerly line of aforesaid Rhodes Avenue and the place or point of beginning.

Containing: 17.290 Acres+ (WOONSOCKET AND NORTH SMITHFIELD LAND)

Subject to a twenty (20 foot) sewer easement of record bounded and described as follows:

A certain parcel or strip of land situated on the easterly side of Mendon Road, in the Town of North Smithfield, County of Providence and State of Rhode Island being more bounded and described as follows, viz:-

Beginning at a point on the southerly side of said Mendon Road, said point being measured N. 57-23'-55" E., a distance of one hundred seventy six and sixty nine one hundredths (176.69) feet from the most northeasterly corner of land owned by William and Barbara Schweitzer to the most southwesterly corner of aforesaid sewer easement;

Thence: N 57-23'-55" E, with aforesaid Mendon Road thirty two and twenty three one hundredths (32.23) feet to grantor's other land;

Thence: S 84-14'-20" E, with grantor's other land sixty six and seventy two one hundredths (66.72) feet;

Thence: S 37-19'-29" E, one hundred ninety two and ninety four one hundredths (192.94) feet;

Thence: S 39-12'-49" E, two hundred thirty four and ninety-one one hundredths (234.91) feet;

Thence: S 52-37'-29" E, one hundred ninety eight and seventy eight one hundredths (197.78) feet to grantor's other land;

Thence: S 51-07'-48" W, with grantor's other land twenty and fifty eight one hundredths (20.58) feet;

Thence: N 52-27'-29" W, one hundred ninety six and twenty six one hundredths (196.26) feet;

Thence: N 39-12'-49" W, two hundred thirty seven and fifty six one hundredths (237.56) feet;

Thence: N 37-19'-29" W, one hundred eighty four and fifty nine one hundredths (184.59) feet;

Thence: N 84-14'-20" W, eighty three and thirty-one one hundredths (83.31) feet to the place or point of beginning.

FOR REFERENCE ONLY:

10 Rhodes Avenue, North Smithfield, RI (AP: 6 LOT: 334)

Rhodes Avenue, Woonsocket, RI (AP: 2 LOT: 16)