

UCC-1 Form

FILER INFORMATION

Full name: **NICKOLAS S. ARNOLD, ESQUIRE**

Email Contact at Filer: **NARNOLD@APSLAW.COM**

SEND ACKNOWLEDGEMENT TO

Contact name: **ADLER POLLOCK & SHEEHAN P.C.**

Mailing Address: **1 CITIZENS PLAZA, 8TH FLOOR**

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

DEBTOR INFORMATION

Org. Name: **825 HOUSING L.P.**

Mailing Address: **825 WAKEFIELD STREET**

City, State Zip Country: **WEST WARWICK, RI 02893 USA**

SECURED PARTY INFORMATION

Org. Name: **RHODE ISLAND HOUSING AND MORTGAGE FINANCE CORPORATION**

Mailing Address: **44 WASHINGTON STREET**

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

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: JUNIOR MORTGAGE

COLLATERAL

ALL OF DEBTOR'S RIGHT, TITLE AND INTEREST IN AND TO THE REAL ESTATE LOCATED AT 825 WAKEFIELD STREET, WEST WARWICK, RHODE ISLAND 02893, WHICH IS MORE FULLY DESCRIBED ON EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF, AND ALL APPURTENANCES THERETO, TOGETHER WITH ALL THE BUILDINGS, STRUCTURES AND IMPROVEMENT THEREON OR THAT MAY BE PLACED THEREON HEREAFTER AND ALL ELEVATOR, HEATING, AIR CONDITIONING, VENTILATING, PLUMBING, WATER, SPRINKLER, ELECTRICAL, POWER AND LIGHTING EQUIPMENT, SYSTEMS, APPLIANCES OR FIXTURES NOW OR HEREAFTER ON OR ATTACHED THERETO.

UCC Exhibit A
Description of Collateral

Debtor:

825 Housing L.P.
825 Wakefield Street
West Warwick, Rhode Island 02893

Secured Party:

Rhode Island Housing and Mortgage Finance Corporation
44 Washington Street
Providence, Rhode Island 02903

This UCC Financing Statement is made in connection with (i) that certain Junior Open End Mortgage to Secure Present and Future Loans Under Chapter 25 of Title 34 of the Rhode Island General Laws, Fixture Filing and Security Agreement (as may be amended from time to time, the “**Mortgage**”) dated as of May 22, 2023, made by 825 Housing L.P. (the “**Debtor**”) in favor of Rhode Island Housing and Mortgage Finance Corporation (the “**Secured Party**”), and (ii) that certain Collateral Assignment of Rentals dated as of May 22, 2023 made by Debtor in favor of Secured Party (as may be amended from time to time, the “Collateral Assignment”) and (iii) that certain Pledge of HAP Contract dated as of May 22, 2023, by and between Debtor and Secured Party (as may be amended from time to time, the “Pledge”).

In order to secure the payment of the Mortgage Obligations (as defined in the Mortgage), the Debtor has granted to the Secured Party a security interest, with mortgage covenants, in all of Debtor’s right, title and interest (whether now owned or hereafter acquired) in and to the real estate located at 825 Wakefield Street, West Warwick, Rhode Island 02893, which is more fully described on Exhibit B attached hereto and made a part hereof, and all appurtenances thereto, together with all the buildings, structures and improvements thereon or that may be placed thereon hereafter (such real estate, appurtenances and buildings, structures and improvements are hereinafter referred to collectively as the “**Premises**”), (ii) all elevator, heating, air conditioning, ventilating, plumbing, water, sprinkler, electrical, power and lighting equipment, systems, appliances or fixtures now or hereafter on or attached to the Premises and (iii) all of the following property, in each instance to the extent it relates to, is used in connection with, is derived from or is located upon the Premises (all of which is hereinafter collective referred to as the “Personal Property Collateral”):

(a) all of Debtor’s now existing and hereafter acquired and wheresoever located machinery, motor vehicles, aircraft, rolling stock, equipment, ranges, refrigerators, washers, dryers, furniture, furnishings, appliances, fixtures and other goods and property in any form (other than “Inventory”, as hereinafter defined), including, without limitation, all “equipment” as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction, used or bought for use in Debtor’s business, together with all parts thereof, and all improvements, accessions and appurtenances thereto (any and all of the foregoing being the “Equipment”);

(b) all of Debtor’s presently existing and hereafter acquired, arising or created accounts, receivables, contract rights, electronic and tangible chattel paper, intangibles and other rights to payment of any kind, whether relating to the sale or lease of goods, or otherwise, whether evidenced by instruments, chattel paper or otherwise and whether or not they have been earned by performance and, in any event, all “accounts” as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction and all security agreements, leases, contracts, notes, drafts, instruments,

documents and agreements, as amended or otherwise modified from time to time, evidencing, securing or otherwise relating to any of the foregoing (any and all of the foregoing being the "Accounts");

(c) all of Debtor's goods, wheresoever located, including, without limitation, goods in transit, whether now existing or hereafter acquired by Debtor, which are held for sale or lease, furnished under any contract of service or held as raw materials, work in process or supplies returned and repossessed goods, and all materials used or consumed in Debtor's business, in all of its forms, and all such property the sale or other disposition of which has given rise to Accounts and which has been returned to or repossessed or stopped in transit by Debtor, and in any event all "inventory" as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction, including, without limitation, all goods in which Debtor has an interest in mass or a joint or other interest or right of any kind, and all accessions thereto and products thereof (any and all of the foregoing being the "Inventory");

(d) all of Debtor's now existing or hereafter acquired, arising or created intangible property, including without limitation, all trademarks, trademark applications, tradenames, goodwill, inventions, designs, patents, patent applications, copyrights, servicemarks, intellectual property, warranties, indemnities, licenses, approvals, leasehold interests in real and personal property, subleases, contracts, plans, specifications and contracts relating to construction of improvements on the Premises, permits, authorizations, accreditations, certifications, franchises, loans, other obligations receivable (other than Accounts), choses in action, causes of action, judgments, tax refunds, tax refund claims, guarantee claims, commercial tort claims, security interests or other security held by, or granted to, Debtor to secure the payment of indebtedness owing to Debtor, contracts of insurance and insurance policies, payment intangibles, software and in any event all "general intangibles" as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction; Debtor hereby assigns any trademarks included in the Personal Property Collateral as part of the entire business or portion thereof to which the marks pertain as required by 15 U.S.C. § 1060 (any and all of the foregoing being the "General Intangibles");

(e) all deposit accounts, letter of credit rights, supporting obligations, money, instruments, securities, documents, credits, claims, demands, income, cash and non-cash proceeds, investment property and any other real or personal property, intangibles, rights and interests of Debtor in real or personal property to the extent assignable; and

(f) all substitutes and replacements for, all accessions, attachments and other additions to, tools, parts and equipment used in connection with, and products, increases and proceeds, in cash or otherwise, of the Personal Property Collateral described in the foregoing clauses (a), (b), (c), (d) and (e) (including, without limitation, the proceeds of any sale or other disposition of such Personal Property Collateral, all condemnation awards and all insurance proceeds of any kind whether or not Secured Party is the loss payee under the applicable insurance policy and all income, profits and benefits resulting from any of the foregoing), all Liens (whether possessory, contractual, statutory or otherwise) of Debtor with respect to any of the Personal Property Collateral, all rights, remedies and claims (whether in the nature of indemnities, warranties, guaranties or otherwise) of Debtor with respect to any of the Personal Property Collateral, in each case whether now existing or hereafter at any time or from time to time arising, acquired or created, and all books, correspondence, credit files, records, computer programs, computer tapes, cards, customer lists and other papers and documents in the possession or control of Debtor that evidence or relate to the foregoing or to the Accounts, Inventory, General Intangibles, Equipment or any of the other Personal Property Collateral.

Exhibit B

Attached.

4860-3087-1908, v. 1

Exhibit A

THAT CERTAIN PARCEL OR TRACT OF LAND SITUATED ON THE SOUTHWESTERLY SIDE OF WAKEFIELD STREET IN THE TOWN OF WEST WARWICK, STATE OF RHODE ISLAND BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF WAKEFIELD STREET SAID POINT BEING THE NORTHWESTERLY CORNER OF LAND NOW OR FORMERLY BELONGING TO SAINT JOSEPH'S CHURCH CORP. AND THE NORTHEASTERLY CORNER OF THE HERE IN AFTER DESCRIBED PARCEL;

THENCE RUNNING IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWESTERLY LINE OF WAKEFIELD STREET A DISTANCE OF (41.64') FORTY-ONE AND 64/100 FEET TO A POINT OF CURVATURE;

THENCE RUNNING IN A GENERAL NORTHWESTERLY DIRECTION ALONG THE SOUTHWESTERLY LINE OF WAKEFIELD STREET ALONG THE ARC OF A CURVE HAVING A RADIUS OF (730.00') SEVEN HUNDRED THIRTY AND 00/100 FEET AN ARC DISTANCE OF (21.46') TWENTY ONE AND 46/100 FEET TO THE POINT OF TANGENCY;

THENCE RUNNING IN A GENERAL NORTHWESTERLY DIRECTION ALONG THE SOUTHWESTERLY LINE OF WAKEFIELD STREET A DISTANCE OF (161.23') ONE HUNDRED SIXTY ONE AND 23/100 FEET TO AN ANGLE POINT;

THENCE TURNING A INTERIOR ANGLE OF (175°33'54") AND RUNNING IN A GENERAL NORTHWESTERLY DIRECTION ALONG THE SOUTHWESTERLY LINE OF WAKEFIELD STREET A DISTANCE OF (135.84') ONE HUNDRED THIRTY FIVE AND 84/100 FEET TO A POINT OF CURVATURE;

THENCE RUNNING IN A GENERAL NORTHWESTERLY DIRECTION ALONG THE SOUTHWESTERLY LINE OF WAKEFIELD STREET ALONG THE ARC OF A CURVE HAVING A RADIUS OF (330.00') THREE HUNDRED THIRTY AND 00/100 FEET AN ARC DISTANCE OF (12.14') TWELVE AND 14/100 FEET TO A POINT;

SAID POINT BEING THE NORTHWESTERLY CORNER OF LAND NOW OR FORMERLY BELONGING TO Rhode Island HISTORICAL CEMETERY;

THENCE TURNING AND RUNNING IN A GENERAL SOUTHWESTERLY DIRECTION BOUNDED NORTHWESTERLY BY LAND NOW OR FORMERLY BELONGING TO THE RHODE ISLAND HISTORICAL CEMETERY A DISTANCE OF (332.41') THREE HUNDRED THIRTY TWO AND 41/100 FEET TO A POINT;

THENCE TURNING AN INTERIOR ANGLE OF (90°00'00") AND RUNNING IN A GENERAL SOUTHEASTERLY DIRECTION A DISTANCE OF (70.00') SEVENTY AND 00/100 FEET TO A POINT;

THENCE TURNING AN INTERIOR ANGLE OF (162°00'00") AND RUNNING IN A GENERAL EASTERLY DIRECTION A DISTANCE OF (30.00') THIRTY AND 00/100 FEET TO A POINT;

THENCE TURNING AN INTERIOR ANGLE OF (187°47'45') AND RUNNING IN A GENERAL SOUTHEASTERLY DIRECTION A DISTANCE OF (154.03') ONE HUNDRED FIFTY FOUR AND 03/100 FEET TO A POINT;

THENCE TURNING AN INTERIOR ANGLE OF (164°04'35") AND RUNNING IN A GENERAL EASTERLY DIRECTION A DISTANCE OF (98.00') NINETY EIGHT AND 00/100 FEET TO A POINT;

THENCE TURNING AN INTERIOR ANGLE OF (201°00'00") AND RUNNING IN A GENERAL SOUTHEASTERLY DIRECTION A DISTANCE OF (50.00') FIFTY AND 00/100 FEET TO A POINT;

SAID LAST (5) FIVE COURSES BEING BOUNDED SOUTHWESTERLY, WESTERLY, SOUTHWESTERLY, WESTERLY AND SOUTHWESWESTERLY BY LAND NOW OR FORMERLY BELONGING TO SACRED HEART CHURCH CORP;

THENCE TURNING AN INTERIOR ANGLE OF (90°00'00") AND RUNNING IN A GENERAL NORTHEASTERLY DIRECTION BOUNDED SOUTHEASTERLY BY LAND NOW OR FORMERLY BELONGING TO SAINT JOSEPH'S CHURCH CORP. A DISTANCE OF (209.51') TWO HUNDRED NINE AND 51/100 FEET TO THE POINT AND PLACE OF BEGINNING.

SAID LAST DESCRIBED COURSE FORMS AN INTERIOR ANGLE OF (109°36'54") WITH THE FIRST DESCRIBED COURSE.

Property Address:
(for reference only)
825 Wakefield Street
West Warwick, RI 02893
Plat 40, Lot 403