

UCC-1 Form

FILER INFORMATION

Full name: **MATTHEW C REPETTO**

Email Contact at Filer: **MCR@ACCARDOLAW.COM**

SEND ACKNOWLEDGEMENT TO

Contact name: **MATTHEW C REPETTO**

Mailing Address: **MATTHEW C REPETTO**

City, State Zip Country: **PROVIDENCE, RI 02906 USA**

DEBTOR INFORMATION

Org. Name: **KJ PROPERTIES, LLC**

Mailing Address: **200 CENTRAL STREET**

City, State Zip Country: **HARRISVILLE, RI 02836 USA**

SECURED PARTY INFORMATION

Org. Name: **OCEAN STATE BUSINESS DEVELOPMENT AUTHORITY, INC.**

Mailing Address: **300 JEFFERSON BOULEVARD, SUITE 105**

City, State Zip Country: **WARWICK, RI 02888 USA**

ASSIGNEE INFORMATION

Org. Name: **U.S. SMALL BUSINESS ADMINISTRATION**

Mailing Address: **380 WESTMINSTER STREET, SUITE 511**

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

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: SBA LOAN # 5161919101

COLLATERAL

PREMISES: 265 PUTNAM PIKE, SMITHFIELD, RHODE ISLAND, AS MORE PARTICULARLY DESCRIBED IN THE EXHIBIT A ATTACHED HERETO (THE "MORTGAGED PROPERTY"). II. IMPROVEMENTS: ALL IMPROVEMENTS NOW OR HEREAFTER SITUATED UPON THE MORTGAGED PROPERTY, TOGETHER WITH ALL FIXTURES NOW OR HEREAFTER OWNED BY THE DEBTOR OR IN WHICH DEBTOR HAS AN INTEREST (BUT ONLY TO THE EXTENT OF SUCH INTEREST) AND PLACED IN OR UPON THE MORTGAGED PROPERTY OR THE BUILDINGS OR IMPROVEMENTS THEREON (COLLECTIVELY THE "IMPROVEMENTS"). III. EASEMENTS: ANY EASEMENT, BRIDGE, OR RIGHT OF WAY, CONTIGUOUS OR ADJOINING THE MORTGAGED PROPERTY AND THE IMPROVEMENTS THEREON, AND ALL OTHER EASEMENTS, IF ANY, INURING TO THE BENEFIT OF THE MORTGAGED PROPERTY. IV. LEASES AND RENTS: ALL OF THE DEBTOR'S RIGHT, TITLE AND INTEREST IN AND TO ANY LEASES OR OTHER AGREEMENTS FOR USE OF THE MORTGAGED PROPERTY OR THE IMPROVEMENTS AND ALL RENTS, SECURITY DEPOSITS, AND OTHER PROCEEDS OF SUCH LEASES AND OTHER AGREEMENTS, IN EACH CASE WHETHER NOW OR HEREAFTER EXISTING, RELATING TO THE MORTGAGED PROPERTY OR THE IMPROVEMENTS, AS PROVIDED IN A MORTGAGE DEED, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS OF EVEN DATE HERewith DELIVERED BY THE DEBTOR TO THE SECURED PARTY. (CONTINUED ON UCC1AD UCC FINANCING STATEMENT ADDENDUM)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME

KJ Properties, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

Ocean State Business Development Authority, Inc.

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

300 Jefferson Boulevard, Suite 105

CITY

Warwick

STATE

RI

POSTAL CODE

02888

COUNTRY

USA

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

V. Personal Property & Fixtures: All goods, machinery, equipment, tools & other personal property & fixtures of every kind and description now or hereafter owned by the Debtor or in which Debtor has an interest (but only to the extent of such interest) and situated or to be situated upon or used in connection with the Mortgaged Property or the Improvements, together with any renewals, replacements, or additions thereto or substitutions therefore and all proceeds and products thereof now or hereafter located at, or used in connection with the operation of the Mortgaged Property or the Improvements, including without limitation the following set forth in Exhibit B attached hereto.

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

covers timber to be cut

covers as-extracted collateral

is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See Exhibits "A" and "B" attached hereto.

17. MISCELLANEOUS:

SBA Loan # 5161919101

EXHIBIT A
LEGAL DESCRIPTION

That certain lot or parcel of land with all the buildings and improvements thereon, consisting of two parcels hereinafter described, situated in the town of Smithfield, State of Rhode Island, bounded and described as follows:

Parcel 1:

Beginning at the southeasterly corner of this lot at a stake in the northerly line of Julian Street, said stake being also the southeasterly corner of land now or formerly of Theodore Vitucci, et ux; thence running N. 40 ° W. sixty-three and 5/10 (63.5) feet to a corner; thence turning and running N. 50 1/2° E. one hundred (100) feet to a corner; thence turning and running S. 40 1/2° E. sixty-three and 5/10 (63.5) feet to a stake in the northerly line of Julian Street, the last two courses and distance are with land now or formerly of Adelard Bouchard; thence turning and running S. 50 1/2° W one hundred (100) feet with the northerly line of Julian Street to the stake at the point or place of beginning.

Parcel 11:

Beginning at the southwesterly corner of the parcel hereinafter described, said point of beginning being 230 feet westerly from the southwesterly corner of land now or formerly of Adelard F. Bouchard and wife, as measured along the northerly line of Putnam Pike; thence running N. 51° E. one hundred thirty-eight (138) feet to a corner; thence turning and running S. 41° E sixty-three and 5/10 (63.5) feet to a corner; thence turning and running S. 49° W. one hundred twenty-two (122) feet to a corner in said northerly line of Putnam Pike, the last two courses bounding on land now or formerly of Vitaline Bouchard and on Julian Street, respectively; thence turning and running N. 53 ° W, with the northerly line of Putnam Pike seventy (70) feet to the point or place of beginning.

EXCEPTING from the two parcels that portion condemned by the State of Rhode Island for interstate Route 295, and the approaches thereto, as shown on Plat No. 1353, Sheet 17 of 18 sheets, filed August 25, 1972.

Said Julian Street is now known as Esmond Street.

Property Address

(for Reference Purposes Only)

265 Putnam Pike
Smithfield, RI 02917
AP: 35 AL: 25

A. Proceeds for Damage to the Mortgaged Property: All proceeds (including without limitation, insurance and condemnation proceeds) paid for any damage done to the Mortgaged Property or any part thereof.

B. Utility Deposits: All right, title and interest of the Debtor in and to all monetary deposits which Debtor has been or will be required to give to any public or private utility with respect to utility services furnished or to be furnished to the Mortgaged Property.

C. Records: All of the records and books of account now or hereafter maintained by Debtor in connection with the operation of the business of the Debtor.

§ 1-101. Code. The Uniform Commercial Code as the same may be in effect from time to time in the State of Rhode Island.

"Fixtures" shall mean "fixtures" within the meaning of the Code and, to the extent not otherwise included therein, all goods which are so related to particular real estate that an interest in them arises under real estate law and all accessions thereto, replacements thereof and substitutions therefor, including, but not limited to, plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, radiators, blinds and all laundry, refrigerating, gas, electric, ventilating, air-refrigerating, air-conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature and any replacements, accessions and additions thereto, Proceeds thereof and substitutions therefor.

"Obligations" means among other things, all indebtedness, obligations and liabilities of the Debtor to the Secured Party of every kind and description, direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising, regardless of how the same arise or by what instrument, agreement or book account they may be evidenced, or whether evidenced by any instrument, agreement or book account, including, without limitation, all loans (including any loan by renewal or extension), all indebtedness, all undertakings to take or refrain from taking any action, all indebtedness, liabilities or obligations arising from the Debtor's other which the Secured Party may have obtained by purchase, negotiation, discount, assignment or otherwise and all interest, costs, fees, charges, expenses and attorneys' fees chargeable to the Debtor or incurred by the Secured Party under the security agreement, promissory note or the financing statement, or any other document or instrument delivered in connection therewith.

"Proceeds" shall mean "proceeds" as defined in the Code and, to the extent not otherwise included therein, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty, or other agreement, instrument or undertaking similar to any of the foregoing, payable to the Debtor from time to time with respect to any of the Mortgaged Property, (b) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Mortgaged Property, (c) any and all other amounts from time to time paid or payable under or in connection with any of the Mortgaged Property, and (d) any products or rents of any of the Mortgaged Property.