

UCC-3 Form - AMENDMENT

AMENDMENT ACTION - COLLATERAL ADD

Original File Number: **202329691190**

FILER INFORMATION

Full name: **ATTN: UCC RECORDING DEPARTMENT**

Email Contact at Filer: **ORDERS@ADELANTECORPSERVICES.COM**

SEND ACKNOWLEDGEMENT TO

Contact name: **ADELANTE CORPORATE SERVICES**

Mailing Address: **PO BOX 150517**

City, State Zip Country: **AUSTIN, TX 78715 USA**

NAME OF THE SECURED PARTY OF RECORD AUTHORIZING THE AMENDMENT: WALKER & DUNLOP, LLC

CUSTOMER REFERENCE: FILE WITH THE SECRETARY OF STATE OF RHODE ISLAND WD/STONE RIDGE APARTMENTS

COLLATERAL

SEE SCHEDULE A TO UCC ATTACHED HERETO AND A PART HEREOF.

**SCHEDULE A
TO UCC FINANCING STATEMENT
(Borrower)**

DEBTOR: **STONE RIDGE APARTMENTS, LLC,**
A RHODE ISLAND LIMITED LIABILITY COMPANY
138 ATWELLS AVE.
PROVIDENCE, RI 02903

SECURED PARTY: **WALKER & DUNLOP, LLC,**
A DELAWARE LIMITED LIABILITY COMPANY
7272 WISCONSIN AVENUE, SUITE 1300
BETHESDA, MD 20814

This financing statement covers all of Debtor's present and future right, title and interest in and to all of the following property (the "**Collateral Property**");

1. Improvements.

The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in Exhibit A attached hereto (the "**Property**"), including any future replacements, facilities, and additions and other construction on the Property (the "**Improvements**");

2. Goods.

All goods which are used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements, including inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators, and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring, and conduits used in connection with radio, television, security, fire prevention, or fire detection, or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers, and other appliances; light fixtures, awnings, storm windows, and storm doors; pictures, screens, blinds, shades, curtains, and curtain rods; mirrors, cabinets, paneling, rugs, and floor and wall coverings; fences, trees, and plants; swimming pools; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs, and social network pages; computer equipment (hardware and software); and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or is located on the Property or in the Improvements (the "**Goods**");

3. Fixtures.

All Goods that are so attached or affixed to the Property or the Improvements as to constitute a fixture (the "**Fixtures**") under the laws of the state in which the Property is located (the "**Property Jurisdiction**");

4. Personalty.

All Goods, Accounts, choses in action, chattel paper, documents, general intangibles (including software not otherwise considered Goods), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any

kind or nature related to the Property or Collateral Property now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property or Collateral Property, and all other intangible property and rights relating to the operation of, or used in connection with, the Property or Collateral Property, including all governmental permits relating to any activities on the Property or the Improvements (the “**Personalty**”);

5. Other Rights.

All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Property or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

6. Insurance.

All insurance policies relating to the Property or Collateral Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of any part of the Property or Collateral Property, whether or not Debtor obtained the insurance pursuant to Secured Party’s requirements;

7. Awards.

All awards, payments, and other compensation made or to be made by any municipal, state or federal authority with respect to any part of the Property or Collateral Property, including any awards or settlements resulting from (a) any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Property or Collateral Property, whether direct or indirect (a “**Condemnation Action**”), (b) any damage to the Property or Collateral Property caused by governmental action that does not result in a Condemnation Action, or (c) the total or partial taking of any part of the Property or Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

8. Contracts.

All contracts, options, and other agreements for the sale of any part of the Property or Collateral Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

9. Rents.

All rents (whether from residential or non-residential space), revenues and other income of the Property or the Improvements, including subsidy payments received from any sources, including payments under any “Housing Assistance Payments Contract” or other rental subsidy agreement (if any), parking fees, laundry and vending machine income, and fees and charges for food, health care and other services provided at the Property or Collateral Property, whether now due, past due, or to become due, and all tenant security deposits (the “**Rents**”);

10. Leases.

All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Property or Collateral Property, or any portion of the Property or Collateral Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions, or renewals thereof (the “**Leases**”) and all Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases;

11. Other.

All earnings, royalties, accounts receivable, issues, and profits from any part of the Property or Collateral Property, and all undisbursed proceeds of the loan secured by the Mortgage, Deed of Trust, or Deed to Secure Debt upon the Property and Improvements (the “**Security Instrument**”) and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

12. Imposition Deposits.

Deposits held by the Secured Party to pay when due (a) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Property or Collateral Property, (b) the premiums for fire and other casualty insurance, liability insurance, rent loss insurance, and such other insurance as Secured Party may require, (c) taxes, assessments, vault rentals, and other charges, if any, general, special, or otherwise, including assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien on the Property or Collateral Property or any taxes upon any of the documents evidencing or securing the loan secured by the Security Instrument, and (d) amounts for other charges and expenses which Secured Party at any time reasonably deems necessary to protect the Property or Collateral Property, to prevent the imposition of liens on the Property or Collateral Property, or otherwise to protect Secured Party’s interests, all as reasonably determined from time to time by Secured Party (the “**Impositions**”);

13. Refunds or Rebates.

All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);

14. Names.

All names under or by which any of the Property or Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property or Collateral Property;

15. Collateral Accounts and Collateral Account Funds.

Any and all funds on deposit in any account designated as a “Collateral Account” by Secured Party pursuant to any separate agreement between Debtor and Secured Party which provides for the establishment of any fund, reserve or account;

16. Other Proceeds.

Any and all products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;

17. Mineral Rights.

All oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Property and other oil, gas, minerals, and mineral interests with which any of the foregoing interests or estates are pooled or unitized; and

18. Accounts.

All money, funds, investment property, accounts, general intangibles, deposit accounts, chattel paper, documents, instruments, judgments, claims, settlements of claims, causes of action, refunds, rebates, reimbursements,

reserves, deposits, subsidies, proceeds, products, Rents and profits, now or hereafter arising, received or receivable, from or on account of the ownership, management and operation of the Property and the Improvements.

All terms used and not specifically defined herein, but which are otherwise defined by the Uniform Commercial Code in force in the Property Jurisdiction (the “UCC”), shall have the meanings assigned to them by the UCC.

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**EXHIBIT A
TO
SCHEDULE A TO UCC FINANCING STATEMENT
(Borrower)**

[DESCRIPTION OF THE PROPERTY]

That certain lot or parcel of land, with all buildings and improvements thereon, situated on the northeasterly side of Woonasquatucket Avenue and the northeasterly side of Zipporah Street in the Town of North Providence, County of Providence and State of Rhode Island, being bounded and described as follows:

Beginning at the point of intersection of the northeasterly line of Woonasquatucket Avenue and the northeasterly line of Zipporah Street, said point being the southwesterly corner of the herein described parcel;

Thence running northwesterly a distance of sixty-two and 83/100 (62.83) feet to an angle;

Thence turning an interior angle of 181°6'40" and running northwesterly a distance of two hundred twenty and 09/100 (220.09) feet to land belonging to Hellen A. Gollotto et als for a corner. The last two above described courses being bounded by said Woonasquatucket Avenue;

Thence turning an interior angle of 83°59'04" and running southeasterly, bounded northeasterly by said Gollotto land a distance of ninety-seven and 50/100 (97.50) feet to land belonging to Joseph A. and Julia E. Piemo for an angle;

Thence turning an interior angle of 163°29'19" and running southeasterly, bounded northeasterly in part by said Piemo land and in part by land belonging to Ronald R. and Angela DiRobbio and in part by land belonging to Henry E. and Sheila A. Carnevale, a distance of two hundred one and 09/100 (201.09) feet to Leander Street for a corner;

Thence turning an interior angle of 99°43'27" and running southwesterly, bounded southeasterly by said Leander Street a distance of two hundred eighty-six and 83/100 (286.83) feet to said Zipporah Street for a corner;

Thence turning an interior angle of 82°00'00" and running northwesterly, bounded southwesterly by said Zipporah Street a distance of two hundred thirty-six and 71/100 (236.71) feet to said Woonasquatucket Avenue and the point and place of beginning where it forms an interior angle of 108°51'30" with the first above described course.

Address Reference: 443-441 Woonasquatucket Avenue, North Providence, RI 02911
Plat: 12 Lot(s): 242