

UCC-1 Form

FILER INFORMATION

Full name: ANN WIDMANN

Email Contact at Filer: ANN.WIDMANN@CTT.COM

SEND ACKNOWLEDGEMENT TO

Contact name: CHICAGO TITLE INSURANCE COMPANY

Mailing Address: 1300 DIVISION ROAD, SUITE 302

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

DEBTOR INFORMATION

Org. Name: SCITUATE VISTA ASSOCIATES

Mailing Address: 1414 ATWOOD AVENUE

City, State Zip Country: JOHNSTON, RI 02919 USA

SECURED PARTY INFORMATION

Org. Name: WALKER & DUNLOP, LLC

Mailing Address: 7272 WISCONSIN AVENUE, SUITE 1300

City, State Zip Country: BETHESDA, MD 20814 USA

Org. Name: SECRETARY OF HOUSING AND URBAN DEVELOPMENT

Mailing Address: THOMAS P. O'NEILL, JR. FEDERAL BUILDING, 10 CAUSEWAY STREET, 3RD FLOOR

City, State Zip Country: BOSTON, MA 02222 USA

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: 11041043

COLLATERAL

SEE ATTACHED

NAME OF FIRST DEBTOR (1A OR 1B) ON RELATED FINANCING STATEMENT

ORGANIZATION'S NAME SCITUATE VISTA ASSOCIATES			
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

NAME OF FIRST SECURED PARTY (3A OR 3B) ON RELATED FINANCING STATEMENT

ORGANIZATION'S NAME WALKER & DUNLOP, LLC		
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

EXHIBIT A TO UCC FINANCING STATEMENT

That certain lot or parcel of land, with all buildings and improvements thereon, situated on the southerly side of Scituate Avenue in the City of Cranston, County of Providence and State of Rhode Island, being bounded and described as follows:

Beginning at a point on the southerly side of Scituate Avenue at the northwesterly corner of the herein described tract, said point also being the northeasterly corner of land belonging to Hamilton J. and Barbara Whitelaw;

Thence running easterly bounded northerly by said Scituate Avenue a distance of ninety and 26/100 (90.26) feet to a corner;

Thence turning an interior angle of 90°00'00" and running southerly a distance of one hundred ninety-six and 12/100 (196.12) feet to a corner;

Thence turning an interior angle of 270°00'00" and running easterly a distance of one hundred fifty-eight and 355/1000 (158.355) feet to a corner and land belonging to Charles and Joanne Johnson;

Thence turning an interior angle of 90°00'00" and running southerly, bounded easterly by said Johnson land a distance of two hundred thirteen and 55/100 (213.55) feet to a granite bound for an angle;

Thence turning an interior angle of 179°52'35" and running southerly, bounded easterly by land now or lately belonging to Cornelius and Robert Miller a distance of four hundred sixty and 00/100 (460.00) feet to a corner;

Thence turning an interior angle of 268°00'52" and running easterly, bounded northerly by said Miller land a distance of three hundred eighty-two and 30/100 (382.30) feet to a corner and land belonging to Rhode Island Boy Scouts;

Thence turning an interior angle of 88°38'55" and running southerly, bounded easterly by said Boy Scouts land a distance of twenty and 00/100 (20.00) feet to an angle;

Thence turning an interior angle of 181°11'51" and running southerly, bounded easterly by said Boy Scouts land a distance of two hundred fifty and 00/100 (250.00) feet to a corner and land belonging to the City of Providence;

Thence turning an interior angle of 103°53'40" and running westerly, bounded southerly by said City of Providence land a distance of three hundred seventy-one and 20/100 (371.20) feet to an angle;

Thence turning an interior angle of 159°49'00" and running westerly, bounded southerly by said City of Providence land a distance of three hundred sixty and 71/100 (360.71) feet to a corner;

Thence turning an interior angle of 98°30'00" and running northerly, bounded westerly by said City of Providence land a distance of nine hundred one and 85/100 (901.85) feet to a granite bound and land belonging to John and Helen Kilpatrick for an angle;

Thence turning an interior angle of 180°13'40" and running northerly, bounded westerly by said Kilpatrick land a distance of eighty-two and 04/100 (82.04) feet to an iron pipe and said Whitelaw land for a corner;

Thence turning an interior angle of 88°11'10" and running easterly, bounded northerly by said Whitelaw land a distance of one hundred and 04/100 (100.04) feet to an iron pipe for a corner;

Thence turning an interior angle of 271°34'00" and running northerly, bounded westerly by said Whitelaw land a distance of one hundred ninety-four and 26/100 (194.26) feet to said Scituate Avenue and the point and place of beginning where it

forms an interior angle of $89^{\circ}50'00''$ with the first above described course;

Said parcel contains 11.159 acres of land, more or less.

Also said parcel is subject to a right of way twenty-two feet in width extending from Scituate Avenue in a southerly direction to land belonging to the City of Providence being bounded and described as follows:

Beginning at a point on the southerly side of said Scituate Avenue, said point being twenty and $72/100$ (20.72) feet easterly from the northwesterly corner of the above described parcel;

Thence running easterly, bounded northerly by said Scituate Avenue a distance of forty and $35/100$ (40.35) feet to a corner;

Thence turning an interior angle of $74^{\circ}11'10''$ and running southwestery a distance of forty-one and $70/100$ (41.70) feet to an angle;

Thence turning an interior angle of $193^{\circ}00'00''$ and running southerly a distance of ninety and $53/100$ (90.53) feet to an angle;

Thence turning an interior angle of $203^{\circ}00'00''$ and running southeasterly a distance of one hundred nine and $41/100$ (109.41) feet to an angle;

Thence turning an interior angle of $160^{\circ}00'00''$ and running southerly a distance of one hundred twenty and $99/100$ (120.99) feet to an angle;

Thence turning an interior angle of $35^{\circ}00'00''$ and running southwestery a distance of one hundred ninety-seven and $99/100$ (197.99) feet to an angle;

Thence turning an interior angle of $225^{\circ}00'00''$ and running southerly a distance of six hundred eighty-seven and $18/100$ (687.18) feet to a corner and land belonging to the City of Providence;

Thence turning an interior angle of $81^{\circ}30'00''$ and running westerly, bounded southerly by said City of Providence land a distance of twenty-two and $24/100$ (22.24) feet to a corner;

Thence turning an interior angle of $98^{\circ}30'00''$ and running northerly on a line which is twenty and $00/100$ (20.00) feet easterly from and parallel with the westerly property line a distance of six hundred ninety-three and $00/100$ (693.00) feet to an angle;

Thence turning an interior angle of $135^{\circ}00'00''$ and running northeasterly a distance of one hundred ninety-seven and $99/100$ (197.99) feet to an angle;

Thence turning an interior angle of $225^{\circ}00'00''$ and running northerly a distance of one hundred eight and $00/100$ (108.00) feet to an angle;

Thence turning an interior angle of $200^{\circ}00'00''$ and running northwesterly a distance of one hundred ten and $00/100$ (110.00) feet to an angle;

Thence turning an interior angle of $157^{\circ}00'00''$ and running northerly a distance of ninety-five and $00/100$ (95.00) feet to an angle;

That certain lot or parcel of land, with all buildings and improvements thereon, situated on the southerly side of Scituate Avenue in the City of Cranston, County of Providence and State of Rhode Island, being bounded and described as follows:

Beginning at a point on the southerly side of Scituate Avenue at the northwesterly corner of the herein described tract, said point also being the northeasterly corner of land belonging to Hamilton J. and Barbara Whitelaw;

Thence running easterly bounded northerly by said Scituate Avenue a distance of ninety and 26/100 (90.26) feet to a corner;

Thence turning an interior angle of $90^{\circ}00'00''$ and running southerly a distance of one hundred ninety-six and 12/100 (196.12) feet to a corner;

Thence turning an interior angle of $270^{\circ}00'00''$ and running easterly a distance of one hundred fifty-eight and 355/1000 (158.355) feet to a corner and land belonging to Charles and Joanne Johnson;

Thence turning an interior angle of $90^{\circ}00'00''$ and running southerly, bounded easterly by said Johnson land a distance of two hundred thirteen and 55/100 (213.55) feet to a granite bound for an angle;

Thence turning an interior angle of $179^{\circ}52'35''$ and running southerly, bounded easterly by land now or lately belonging to Cornelius and Robert Miller a distance of four hundred sixty and 00/100 (460.00) feet to a corner;

Thence turning an interior angle of $268^{\circ}00'52''$ and running easterly, bounded northerly by said Miller land a distance of three hundred eighty-two and 30/100 (382.30) feet to a corner and land belonging to Rhode Island Boy Scouts;

Thence turning an interior angle of $88^{\circ}38'55''$ and running southerly, bounded easterly by said Boy Scouts land a distance of twenty and 00/100 (20.00) feet to an angle;

Thence turning an interior angle of $181^{\circ}11'51''$ and running southerly, bounded easterly by said Boy Scouts land a distance of two hundred fifty and 00/100 (250.00) feet to a corner and land belonging to the City of Providence;

Thence turning an interior angle of $103^{\circ}53'40''$ and running westerly, bounded southerly by said City of Providence land a distance of three hundred seventy-one and 20/100 (371.20) feet to an angle;

Thence turning an interior angle of $159^{\circ}49'00''$ and running westerly, bounded southerly by said City of Providence land a distance of three hundred sixty and 71/100 (360.71) feet to a corner;

Thence turning an interior angle of $98^{\circ}30'00''$ and running northerly, bounded westerly by said City of Providence land a distance of nine hundred one and 85/100 (901.85) feet to a granite bound and land belonging to John and Helen Kilpatrick for an angle;

Thence turning an interior angle of $180^{\circ}13'40''$ and running northerly, bounded westerly by said Kilpatrick land a distance of eighty-two and 04/100 (82.04) feet to an iron pipe and said Whitelaw land for a corner;

Thence turning an interior angle of $88^{\circ}11'10''$ and running easterly, bounded northerly by said Whitelaw land a distance of one hundred and 04/100 (100.04) feet to an iron pipe for a corner;

Thence turning an interior angle of $271^{\circ}34'00''$ and running northerly, bounded westerly by said Whitelaw land a distance of one hundred ninety-four and 26/100 (194.26) feet to said Scituate Avenue and the point and place of beginning where it

forms an interior angle of $89^{\circ}50'00''$ with the first above described course;

Said parcel contains 11.159 acres of land, more or less.

Also said parcel is subject to a right of way twenty-two feet in width extending from Scituate Avenue in a southerly direction to land belonging to the City of Providence being bounded and described as follows:

Beginning at a point on the southerly side of said Scituate Avenue, said point being twenty and $72/100$ (20.72) feet easterly from the northwesterly corner of the above described parcel;

Thence running easterly, bounded northerly by said Scituate Avenue a distance of forty and $35/100$ (40.35) feet to a corner;

Thence turning an interior angle of $74^{\circ}11'10''$ and running southwesterly a distance of forty-one and $70/100$ (41.70) feet to an angle;

Thence turning an interior angle of $193^{\circ}00'00''$ and running southerly a distance of ninety and $53/100$ (90.53) feet to an angle;

Thence turning an interior angle of $203^{\circ}00'00''$ and running southeasterly a distance of one hundred nine and $41/100$ (109.41) feet to an angle;

Thence turning an interior angle of $160^{\circ}00'00''$ and running southerly a distance of one hundred twenty and $99/100$ (120.99) feet to an angle;

Thence turning an interior angle of $35^{\circ}00'00''$ and running southwesterly a distance of one hundred ninety-seven and $99/100$ (197.99) feet to an angle;

Thence turning an interior angle of $225^{\circ}00'00''$ and running southerly a distance of six hundred eighty-seven and $18/100$ (687.18) feet to a corner and land belonging to the City of Providence;

Thence turning an interior angle of $81^{\circ}30'00''$ and running westerly, bounded southerly by said City of Providence land a distance of twenty-two and $24/100$ (22.24) feet to a corner;

Thence turning an interior angle of $98^{\circ}30'00''$ and running northerly on a line which is twenty and $00/100$ (20.00) feet easterly from and parallel with the westerly property line a distance of six hundred ninety-three and $00/100$ (693.00) feet to an angle;

Thence turning an interior angle of $135^{\circ}00'00''$ and running northeasterly a distance of one hundred ninety-seven and $99/100$ (197.99) feet to an angle;

Thence turning an interior angle of $225^{\circ}00'00''$ and running northerly a distance of one hundred eight and $00/100$ (108.00) feet to an angle;

Thence turning an interior angle of $200^{\circ}00'00''$ and running northwesterly a distance of one hundred ten and $00/100$ (110.00) feet to an angle;

Thence turning an interior angle of $157^{\circ}00'00''$ and running northerly a distance of ninety-five and $00/100$ (95.00) feet to an angle;

Thence turning an interior angle of $193^{\circ}00'00''$ and running northwesterly a distance of thirty-nine and $67/100$ (39.67) feet to said Scituate Avenue and the point and place of beginning where it forms an interior angle of $79^{\circ}48'50''$ with the first above described parcel;

Also said parcel is subject to a right of way twenty-five feet in width being bounded and described as follows;

Beginning at the southeasterly corner of the above described parcel;

Thence running northerly, bounded easterly by land belonging to Rhode Island Boy Scouts a distance of two hundred fifty and $00/100$ (250.00) feet to an angle;

Thence turning an interior angle of $181^{\circ}11'51''$ and running northerly, bounded easterly by said Boy Scouts land a distance of twenty and $00/100$ (20.00) feet to a corner;

Thence turning an interior angle of $288^{\circ}38'55''$ and running westerly a distance of twenty-five and $42/100$ (25.42) feet to a corner;

Thence turning an interior angle of $90^{\circ}47'17''$ and running southerly a distance of two hundred seventy-five and $83/100$ (275.83) feet to a corner and land belonging to the City of Providence;

Thence turning an interior angle of $76^{\circ}06'20''$ and running easterly, bounded southerly by said City of Providence land a distance of twenty-five and $75/100$ (25.75) feet to the point and place of beginning where it forms an interior angle of $103^{\circ}53'40''$ with the first above described course.

Both of the aforesaid easements are restricted to vehicular traffic for residential purposes only.

Address Reference: 115 Scituate Vista Drive, Cranston, RI 02921 & 280 Scituate Avenue, Cranston, RI 02920
Plat: 20 Lot(s): 2170

NAME OF FIRST DEBTOR (1A OR 1B) ON RELATED FINANCING STATEMENT

ORGANIZATION'S NAME

SCITUATE VISTA ASSOCIATES

INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

NAME OF FIRST SECURED PARTY (3A OR 3B) ON RELATED FINANCING STATEMENT

ORGANIZATION'S NAME

WALKER & DUNLOP, LLC

INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

EXHIBIT B TO UCC FINANCING STATEMENT

All of the Debtor's present and future right, title, and interest in and to all of the following described property and interests in property (whether now owned or existing or hereafter acquired, arising or created), to the fullest extent such property and interests in property may, under applicable law, be subject to a security interest under the Uniform Commercial Code:

a. **The Collateral Property.** All of the "Collateral Property," which is defined as the Mortgaged Property (as defined below) except the Land (as defined below); and

b. **Products and Proceeds.** All products and cash proceeds and non-cash proceeds of any of the Collateral Property.

As used herein, the "Mortgaged Property" means all of the following:

1. **Land.** The land and/or estate in realty described in Exhibit A to this UCC Financing Statement (the "Land");
2. **Improvements.** The buildings, structures, and alterations now constructed or at any time in the future constructed or placed upon the Land, including any future replacements and additions (the "Improvements");
3. **Fixtures.** All property or goods that are or become so related or attached to the Land or the Improvements that an interest arises in them under real property law, whether acquired now or in the future, excluding all tenant owned goods and property, and including but not limited to: machinery, equipment, engines, boilers, incinerators, 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, computers, 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 disposals, 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; playground and exercise equipment, and classroom furnishings and equipment (the "Fixtures");

4. **Personalty.** All equipment, inventory, and general intangibles (the "Personalty"). The definition of "Personalty" includes furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible or electronically stored personal property (other than Fixtures) that are owned, leased or used by Debtor now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering, and construction services relating to the Land or the Improvements, choses in action and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all certifications, approvals and governmental permits relating to any activities on the Land. Generally, intangibles shall also include all cash and cash escrow funds, such as but not limited to: replacement reserve funds, bank accounts, residual receipts funds, and investments;
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 Land 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 Policies and Proceeds.** All insurance policies covering the Mortgaged Property, and all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty, or any other part of the Mortgaged Property, whether or not Debtor obtained such insurance policies pursuant to Secured Party's requirement;
7. **Awards.** All awards, payments and other compensation made or to be made by any Governmental Authority (as defined below) with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof. As used herein, "Governmental Authority" means any board, commission, department or body of any municipal, county, state, tribal or federal governmental unit, including any U.S. territorial government, and any public or quasi-public authority, or any subdivision of any of them, that has or acquires jurisdiction over the Mortgaged Property, including the use, operation or improvement of the Mortgaged Property;
8. **Contracts.** All contracts, options, and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty, or any other part of the Mortgaged Property

entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

9. **Other Proceeds.** All proceeds (cash or non-cash), liquidated claims, or other consideration from the conversion, voluntary or involuntary, of any of the Mortgaged Property, and the right to collect such proceeds, liquidated claims, or other consideration;
10. **Rents.** All rents (whether from residential or non-residential space), revenues, issues, profits, (including carrying charges, maintenance fees, and other cooperative revenues, and fees received from leasing space on the Mortgaged Property), and other income of the Land or the Improvements, gross receipts, receivables, parking fees, laundry and vending machine income, and fees and charges for food and other services provided at the Mortgaged Property, whether now due, past due, or to become due, Residual Receipts, and escrow accounts, however and whenever funded and wherever held;
11. **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 Mortgaged Property, or any portion of the Mortgaged Property (including but not limited to proprietary leases, non-residential leases, or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions, or renewals ("Leases"). Ground leases that create a leasehold interest in the Land and where the Debtor's leasehold is security for the loan from Secured Party to Debtor are not included in this definition;
12. **Other.** All earnings, royalties, instruments, accounts, accounts receivable, supporting obligations, issues and profits from the Land, the Improvements, or any other part of the Mortgaged Property, and all undisbursed loan proceeds; and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;
13. **Imposition Deposits.** All deposits made with Secured Party by Debtor for payments of the following (collectively, "Impositions"): mortgage insurance premiums (or monthly service charges in lieu thereof), ground rents, premiums on policies of fire and other property insurance, water rates, Taxes (as defined below), and municipal/government utility charges and special assessments; all other required escrows and deposits, including any replacement reserves; and deposits as may be required by any Collateral Agreement (as defined below). As used herein, "Taxes" means all taxes, assessments, vault rentals, and other charges, if any, general, special, or otherwise, including all 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, could become a lien on the Land or the Improvements; and "Collateral Agreement" means any separate agreement between Debtor and Secured Party for the purpose of establishing replacement reserves for the Mortgaged Property, establishing an account to assure the completion of repairs or improvements specified in that agreement, or any other agreement or agreements between Debtor and Secured Party which provide for the establishment of any other

fund, reserve, or account, including but not limited to those reserves and escrows required by the United States Department of Housing and Urban Development;

14. **Refunds or Rebates.** All refunds or rebates of Impositions by any Governmental Authority or insurance company (other than refunds applicable to periods before the real property tax year in which the security instrument securing the loan from Secured Party to Debtor is dated);
15. **Tenant Security Deposits.** All forfeited tenant security deposits under any Lease;
16. **Names.** All names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property;
17. **Collateral Agreement Deposits and/or Escrows.** All deposits and/or escrows held by or on behalf of Secured Party under Collateral Agreements; and
18. **Litigation Proceeds.** All awards, payments, settlements, or other compensation resulting from litigation involving the Mortgaged Property.