

UCC-1 Form

FILER INFORMATION

Full name: **RHODE ISLAND HOUSING AND MORTGAGE FINANCE CORPORATION**

Email Contact at Filer: **GBOTELHO@RIHOUSING.COM**

SEND ACKNOWLEDGEMENT TO

Contact name: **RHODE ISLAND HOUSING AND MORTGAGE FINANCE CORPORATION**

Mailing Address: **44 WASHINGTON STREET**

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

DEBTOR INFORMATION

Org. Name: **D'EVAN MANOR ASSOCIATES**

Mailing Address: **1704 BROAD STREET**

City, State Zip Country: **CRANSTON, RI 02905 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: 201819611630 RIH #1316

COLLATERAL

ADDENDUM TO UCC FINANCING STATEMENT AND LEGAL DESCRIPTION ATTACHED HERETO.

ADDENDUM TO UCC-1 FINANCING STATEMENT

Debtor: D'Evan Manor Associates

Secured Party: Rhode Island Housing and Mortgage Finance Corporation

Debtor hereby assigns and pledges to Secured Party, and hereby grants a security interest to Secured Party in, all of Debtor's right, title and interest in and to the following (collectively, 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"), including, without limitation, any and all rights that Debtor may have or acquires under any now existing or hereafter arising Housing Assistance Payments Contracts or Project Rental Assistance Contracts with respect to all or any portion of the Premises defined below (including Debtor's rights to receive Assistance Payments in the manner set forth therein);

(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;

(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;

(g) all of Debtor's right, title and interest, now existing or hereafter acquired, in and to the buildings and improvements now or hereafter located on the Premises;

(h) all of the "Rentals and other Payments" (as defined in that certain Collateral Assignment of Rentals, dated as of April 20, 2018, between Debtor and Secured Party) which are now due and which hereafter may become due or payable to Debtor or to any subsequent owner of Debtor's fee simple interest in the property

located at 1214 Cranston Street, Cranston, Rhode Island, and more particularly described on Schedule A attached hereto and incorporated herein (the "Premises"), from any of the occupants, tenants, lessees, subtenants and sublessees, now and from time to time hereafter occupying the Premises or any portion thereof under or on account of the "Leases" (as defined below), (ii) all leases, subleases, tenancies and other agreements, whether written or oral, now or hereafter existing with respect to all or any portion of the Premises, together with any renewal or extension thereof or any agreements in substitution therefore (collectively, the "Leases"), and (iii) any and all guarantees, security interests, pledges and assignments and other collateral granted to Assignor as security for the Leases.

SCHEDULE A
LEGAL DESCRIPTION

SEE ATTACHED

63001967 v1

EXHIBIT A
LEGAL DESCRIPTION

That tract of land with all buildings and improvements thereon, situated in the City of Cranston, County of Providence, State of Rhode Island, northeasterly of the location of the Southern New England Railway Company, between Cranston Street and the location of the New York, New Haven & Hartford Railroad Company and bounded and described as follows:

Beginning at a point in the Easterly line of Cranston Street one hundred eighty-five and 07/ 100 (185.07) feet Northerly from School Street;

Thence Southeasterly bounding Northeasterly on land now or formerly of Annie S. and Mabel T. Ioms, one hundred eighty-one and 4/10 (181.4) feet to a stone bound;

Thence Easterly bounding Northerly on said loms and three hundred eighty-eight and 5/10 (388.5) feet to a point on the Northwesterly side of the New York, New Haven & Hartford Railroad Company land;

thence South-Westerly along said side line of said Railroad Company land to a point on the Northeasterly side of the location of the Southern New England Railway Company, said point being fifty (50) feet Northeasterly as measured at right angles from the Southern New England Railway Company Centre line of location as shown on Sheet 23-a of the Southern New England Railway Company Plat;

Thence Northwesterly along said side line of parallel to said center line, bounding Southwesterly on land of the Southern New England Railway Company to a point on the Easterly line of Cranston Street;

Thence Northerly on said street fifty-four and 09/100 (54.09) feet to the point of beginning.

Also a triangular parcel of land situated in said City of Cranston at the Northeasterly Corner of Cranston Street and School Street (now Howard Street) and bounded and described as follows:

Beginning at said corner; thence Northerly along the line of Cranston Street twenty-three and 11/100 (23.11) feet to a line of the Southern New England Railway Company land;

Thence Southeasterly along said line to a point in the Northerly line of School Street;

Thence Westerly along said school street to the point of beginning.

Also that certain parcel of and situated in the City of Cranston and State of Rhode Island, described as follows:

Beginning at a point in the Easterly line of Cranston Street, which point is located twenty-three and 11/100 (23.11) feet Northerly from the Northerly line of Howard Street;

Thence Northerly bounding Westerly on said Cranston Street one hundred seven and 87/100 (107.87) feet to land now or formerly of John D. Avedisian and Wife, Mary J.D. Avedisian, thence Southeasterly making an interior angle of 67° 22' and bounding Northeasterly on said and now or formerly of John D. Avedisian and Wife about three hundred twenty-two (322) feet to a point in the Northerly line of Howard Street;

Thence Westerly bounding Southerly on Howard Street to a point in the Northerly line of said Howard Street, which point is located forty-six and 92/100 (46.92) feet Easterly from the Easterly line of Cranston Street;

Thence Northwesterly bounding South-Westerly on other land of said John D. Avedisian and Wife fifty and 5/10 (50.5) feet more or less, to the point of beginning in the Easterly line of Cranston Street, the last described line is parallel with and one hundred (100) feet Southwesterly from the second line described above running from the Easterly line of Cranston Street to the Northerly line of Howard Street.

Excepting herefrom that certain tract or parcel of land with all the buildings and improvements thereon, situated in the City of Cranston, County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at the Easterly corner of Cranston Street and Howard Street;

Thence running Northeasterly bounding Northwesterly by Cranston Street one hundred eighty-five and 95/100 (185.95) feet;

Thence turning an interior angle of 88° 55' 50" and running Southeasterly bounding Northeasterly on land now or formerly of Scungio Realty, one hundred ninety-two and 89/100 (192.89) feet;

Thence turning an interior angle 86° 17' 10" and running Southwesterly bounding Southeasterly on land now or formerly of the Estate of Mary J. Avedislan, one hundred seventy-five and 12/100 (179.12) feet;

Thence turning an interior angle of 94° 08' 30" and running Northwesterly bounding Southwesterly by Howard Street, forty and 71/100 (40.71) feet;

Thence turning an interior angle of 184° 05' 30" and running Northwesterly bounding Southwesterly by Howard Street one hundred thirty-seven and 80/100 (137.80) feet to the point and place of beginning. Said parcel is also described as being Assessors Lot 1117 on Assessor's Plat 7 as the same was in use by the Tax Assessor for the City of Cranston on December 31, 1977.

Being the same premises conveyed to this Mortgagor by three deeds recorded in the records of land evidence in the City of Cranston on November 29, 1978 at 4:00 pm., 4:01 PM and 4:02 PM respectively, and being further and more accurately described by that certain survey entitled "D'

Evan House Housing for the Elderly, Cranston, Rhode Island" by Basil W. Gilbert, R.I. Engineer's License No. 835, dated August 31, 1978 and re-certified November 7, 1978, recorded prior hereto as follows:

Beginning at the intersection of the Southeasterly line of Cranston Street and the Northeasterly line of Howard Street which point is seventy-seven and 02/100 (77.02) feet Northeasterly from a stone bound in the Southeasterly line of Cranston Street and running N. 43° 15' E. bounding Northwesterly on Cranston Street one hundred eighty-five and 80/100 (185.80) feet to the Westerly corner of land now or formerly of Scungio Realty Co., Inc.;

Thence turning an interior angle of 88° 55' 50" and running S. 45° 40' 50" E. bounding Northeasterly on said land now or formerly of Scungio Realty Co., Inc., one hundred ninety-four and 51/100 (194.51) feet to a point;

Thence turning an interior angle of 201° 32' and running S. 67° 12' 50" E. bounding Northeasterly on said land now or formerly of Scungio Realty Co., Inc., two hundred ninety-five and 57/100 (295.57) feet to the Northwesterly line of land now or formerly of New York, New Haven and Hartford Railroad Company;

Thence turning an interior angle of 58° 38' 10" and running S. 54° 09' W bounding Southeasterly on said land now formerly of New York, New Haven and Hartford Railroad Company eighteen and 67/100 (18.67) feet to a point;

Thence turning an interior angle of 180° 50' and running S. 53° 19' W. bounding Southeasterly on said land now or formerly of New York, New Haven and Hartford Railroad Company ninety-nine and 32/100 (99.32) feet to a point;

Thence turning an interior angle of 178° 45' 20" and running S. 54° 33' 40" W. bounding Southeasterly on said land now or formerly of New York, New Haven and Hartford Railroad Company ninety-nine and 32/100 (99.32) feet to a point;

Thence turning an interior angle of 178° 22' 50" and running S. 56° 10' 50" W. bounding Southeasterly on said land now formerly of New York, New Haven and Hartford Railroad Company ninety-nine and 32/100 (99.32) feet to a point;

Thence turning an interior angle of 179° 37' 20" and running S. 56° 33' 30" W. bounding Southeasterly on said land now or formerly of New York, New Haven and Hartford Railroad Company fifteen and 28/100 (15.28) feet to the Easterly corner of land now or formerly of City of Cranston;

Thence turning an interior angle of 80° 35' 10" and running N. 24° 01' 40" W. bounding Southwesterly on said land now or formerly of City of Cranston eighty-eight and 93/100 (88.93) feet to the Southeasterly line of Howard Street;

Thence turning an interior angle of 99° 20' 10" and running N. 56° 38' 10" E. bounding Northwesterly on Howard Street ten and 76/100 (10.76) feet to a point;

Thence turning an interior angle of $278^{\circ} 09' 10''$ and running N. $41^{\circ} 31' W.$ bounding Southwesterly on Howard Street one hundred two and $38/100$ (102.38) feet to a point;

Thence turning an interior angle of $188^{\circ} 56'$ and running N. $50^{\circ} 27' W.$ bounding Southwesterly on Howard Street two hundred twenty-four and $26/100$ (224.26) to the point of beginning, making an Interior angle of $86^{\circ} 18'$ with the first-described course.

Said parcel is shown on a survey entitled: "ALTA/ACSM LAND TITLE SURVEY PREPARED FOR D'EVAN MANOR ASSOCIATES FOR A.P. 7-4 LOT 1116 SITUATED ON CRANSTON AND HOWARD STREETS CRANSTON, RI" prepared by Garofalo & Associates, Inc. dated November 13, 2015 and designated as Job No. 7029-00 and is described as:

That certain tract or parcel of land with all buildings and improvements thereon situated on the easterly side of Cranston Street in the City of Cranston, County of Providence, State of Rhode Island is herein bounded and described;

Beginning at the most Southwesterly corner of the herein described parcel, said corner being located at the intersection of the Easterly line of Cranston Street with the Northerly line of Howard Street;

Thence proceeding North $26^{\circ}22'07''$ East along the Easterly line of said Cranston Street a distance of one hundred eighty six and $11/100$ (186.1') feet to the most Northwesterly corner of the herein described parcel, said corner being marked by a drill hole;

Thence proceeding south $62^{\circ}45'35''$ East a distance of one hundred ninety four and $51/100$ (194.51') feet to an angle;

Thence proceeding South $84^{\circ}17'35''$ East a distance of two hundred ninety seven and $33/100$ (297.33') feet to a point on the Westerly line of the Washington secondary railroad right of way fifty five and $44/100$ (55.44') feet from and opposite station 182+78.52, the last two (2) courses bounded Northerly by land now or formerly of Taco Inc.

Thence proceeding South $37^{\circ}10'17''$ West along said railroad right of way a distance of two hundred thirty three and $55/100$ (233.65') feet to a point, said point being located, fifty one and $60/100$ (51.60') feet from and opposite station 185+13.5;

Thence proceeding South $39^{\circ}53'14''$ West along said railroad right of way a distance of ninety nine and $53/100$ (99.53') feet to a point, fifty three and $16/100$ (53.16') feet from and opposite station 186+13.65;

Thence proceeding North $41^{\circ}20'43''$ west a distance of eighty nine and $07/100$ (89.07') feet to a point, on the Easterly street line of Howard Street, bounded southerly by land now or formerly of the City of Cranston;

Thence proceeding North $39^{\circ} 18' 56''$ east along the Easterly line of said Howard Street a distance of ten and $76/100$ (10.76') feet to a corner of Howard Street;

Thence proceeding North $62^{\circ}37'35''$ West along the Northerly Street line of Howard Street a distance of one hundred forty five and $16/100$ (145.16') feet to an angle in Howard Street;

Thence proceeding North $63^{\circ} 11'15''$ West along the Northerly Street line of said Howard Street a distance of forty and $71/100$ (40.71') feet to an angle;

Thence proceeding North $67^{\circ}16' 45''$ West along the Northerly Street line of said Howard Street a distance of one hundred forty and $06/100$ (140.06') feet to the point and place of beginning;

Said parcel contains 93,349 square feet or 2.14 acres

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