

RESOLUTION OF THE CITY COUNCIL

No. 482

Approved August 17, 1995

RECEIVED
CITY CLERK
AUG 17 1995

RESOLVED, That the City Collector is authorized to cause the taxes for the year 1994 and prior to be abated on that property located along Plat 54, Lot 88, situated along 94 Gallup Street, in the total amount of Three Thousand, Ninety-One Dollars, One Cent (\$3,091.01) in accordance with the application filed by SWAP.

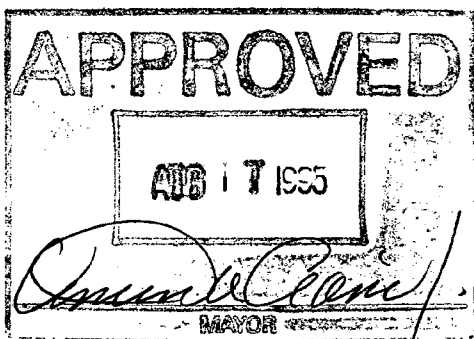
IN CITY-COUNCIL

AUG 3 1995

READ AND PASSED

Stephen V. Fargnoli
ACTING PRES.

Michael R. Clement
CLERK



IN CITY COUNCIL
JUL 6 1995
FIRST READING
REFERRED TO COMMITTEE ON
FINANCE
Michael R. Clement CLERK

THE COMMITTEE ON
FINANCE
Approves Passage of
The Within Resolution
Ken M. Capstone
July 10, 1995 Chairman

Councilman Hattery, by Request

CAROLYN F. BRASSIL
CITY COLLECTOR



VINCENT A. CIANCI, JR.
MAYOR

FINANCE DEPARTMENT

CITY COLLECTOR

June, 23, 1995

Mr. Michael Clement
City Clerk
City Clerk's Office
City Hall

Dear Mr. Clement:

I am requesting that the following SWAP application filed by Michelle Ross, be approved for the abatement of taxes for the year 1994 and prior.

<u>Plat</u>	<u>Lot</u>	<u>Location of Property</u>	<u>Abatement Amount</u>
54	88	94 Gallup	3,091.01

Sincerely,

A handwritten signature in cursive script that reads "Carolyn F. Brassil".

Carolyn F. Brassil
City Collector

APPLICATION FOR TAX ABATEMENT

Pursuant to Section 21-131 of the Providence Code of Ordinances of the City of Providence, the categories of property which qualify for abatement shall be abandoned buildings with back taxes owing that are required by qualifying homesteaders
Building address:

Assessor's Office Plat No. 54 Old: 88
Lot No. New: 899

Present Owner: SWAP, Inc.

Owners for Previous Three Years:

Year	Owner	Account No.
1994	SWAP, Inc.	16418225
1993	Resolution Trust Corporation TO Providence Redevelopment Agency	
1992	RTC as conservator of Comfed Savings Bank	

Date of Purchase by present owner: 4/5/94

Is building vacant? ☒ yes ☐ no

If yes, has the building been vacant for over 90 days ☒ yes ☐ no

Is the building boarded? ☒ yes ☐ no

If no, is it scheduled to be boarded? ☐ yes ☐ no

Have ☒ all building permits been applied for and complied with?
☐ yes ☐ no

Is the building in compliance with the Providence Minimum Housing Standards? ☒ yes ☐ no

Is there clear title to the property, but for municipal liens?
☒ yes ☐ no

Will there be occupancy by owner for at least one year? ☒ yes ☐ no

Other Comments:
This property has been completely rehabbed inside and out by SWAP
and will be sold to a qualified first-time homebuyer/homesteader

NOTE: No application will be considered unless accompanied by the following documentation:

1. Sworn Affidavit of occupancy by owner for at least one year
2. Certification of building inspector that building permits have been applied for and complied with.
3. Certification form the division of minimum housing that the property is in compliance with the Providence Minimum Housing Standards.
4. A certificate of clear title, but for municipal liens.

I hereby state that the within information provided on said application is true and accurate.

STATE OF RHODE ISLAND
PROVIDENCE, SC.

Subscribed and sworn to before me on this 5th day of June, 1995.

My Commission Expires June 8, 1995

Joseph Flaherty

I, **Michelle Ross**, do hereby depose and say that:

1. I have purchased from SWAP, Inc. the property located at 94 Gallup Street Providence RI and that:
2. I intend to occupy and utilize this property as my primary residence for more than one year.



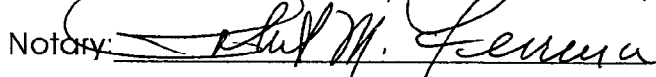
Michelle Ross

5/25/95

Date

Signed and Sworn before me this 25th day of MAY 1995.

Notarized in JOHNSTON, RI

Notary: 

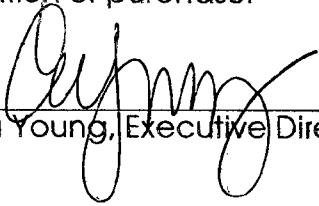
Commission Expires: 6-20-95

To Whom it may Concern,

SWAP, Inc. does hereby depose and say that:

The property located at: 94 GALLUP STREET was vacant, abandoned and in a serious state of disrepair at the time of purchase on 4/5/94.

SWAP intends to sell this property to a qualified, low-income homesteader, and a condition of sale shall be that said Buyer occupy and utilize this property as their primary residence for more than one year. Deed restrictions concerning the resale of the property are also a condition of purchase.


Carla Young, Executive Director, SWAP, Inc.

Signed and Sworn by me, this 5th day of June, Nineteen Hundred and Ninety Five.

Notarized in Providence RI

Notary David Horton

Commission Expires: My Commission Expires June 8, 1995

MERLIN A. DeCONTI, JR., P.E.

Director



VINCENT A. CIANCI, JR.

Mayor

Department of Inspection and Standards

"Building Pride In Providence"

Date: 1/27/95

To: SWAP

Property: 94 GALLUP

Certificate of Compliance

Congratulations, your property listed above has been found to be in compliance with the Minimum Housing Standard of the City of Providence as of the date of this notice.

Sincerely,

A handwritten signature in cursive script, appearing to read "April H. Wolf".

April H. Wolf
Deputy Director of Building Safety

28

MUNICIPALITY

CERTIFICATE OF USE AND OCCUPANCY

No. 2314

THIS IS TO CERTIFY that the (2) Two Story Constructed

5B (1) One Family Dwelling

erected on Map: 54 Block: 902 Parcel:

Street and No.: 114 Gallup Street

Owner: SWAP Use Zone: R-3

Architect or Engineer:

Contractor: T.E.M. Construction

Builders
Reg. No.:

Building Permit No.: 1552/94 Plan No.:

has been inspected and the following occupancy thereof
is hereby authorized: Use Group: R-3

Construction Type: 5B

Occupancies: Max. Allowable floor
live loads per sq. ft.

Basement: Household Storage

1st Floor: (1) One Family Dwelling

2nd Floor: Sleeping rooms for unit

3rd Floor:

Other:

Occupancy
Load

Remarks:

dm11c9411-196

AD0003711

Jan 26 19 95

Wm J. J.

Building Official

Expiration Date none

This Certificate must be posted where required by the State Building Code, and permanently maintained in a conspicuous place at or close to the entrance of the building or structure referred to above.

ISSUED BY



Commonwealth.
Land Title Insurance Company

POLICY NUMBER

207-206178

OWNER'S POLICY OF TITLE INSURANCE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

James J. Lynch Jr.
Secretary



By:

[Signature]
President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the affect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

EXHIBIT A

Parcel I - 94 Gallup Street-Plat 54/Lot 899

That lot of land, with all buildings and improvements thereon, situated on the southerly side of Gallup Street, in the City of Providence and State of Rhode Island, laid out and delineated as Lot No. 121 (one hundred twenty one) on that Plat entitled, "The Philo S. White Plat in Providence, R.I. by J.A. Latham August 1889" and recorded in the office of the Recorder of Deeds in said Providence in Plat Book 18 at page 56 and (copy) on Plat Card No. 608, and that certain easterly-most portion of Lot 122 on said Plat, said portion of Lot 122 being bounded and described as follows: Commencing at an iron rod set in the northwesterly corner of said Lot 121, said point also being the northeasterly corner of said Lot 122; thence running westerly along Gallup Street a distance of twenty-one (21) feet to a point; thence turning an interior angle of $87^{\circ} 13' 00''$ and running southerly a distance of seventy-five and $\frac{9}{100}$ (75.09) feet, more or less, to a point on the southerly line of said Lot 122; thence turning an interior angle of $92^{\circ} 47' 00''$ and running easterly a distance of twenty-one (21) feet to an iron rod set in the southwesterly corner of said Lot 121, said point also being the southeasterly corner of said Lot 122; thence turning an interior angle of $87^{\circ} 13' 00''$ and running northerly along the boundary of said Lots 121 and 122, a distance of seventy-five and $\frac{9}{100}$ (75.09) feet, more or less, to the point and place of beginning.

COMMONWEALTH LAND TITLE COMPANY

OWNER'S POLICY - SCHEDULE B, PART I

Owner's Policy Number: 207-206178
File Number: 95-0143

This policy does not insure against loss or damage by reason of the following:

1. Rights or claims of parties other than Insured or Mortgagor in actual possession of any or all of the property.
2. Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate and complete survey would disclose.
3. Unfiled mechanics' or materialmen's liens.
4. The mortgage, if any, referred to in Item 4 of Schedule A. (This exception does NOT apply to Loan Policies)
5. Real Estate Taxes and Assessments (including Liens not yet due and payable) as follows:

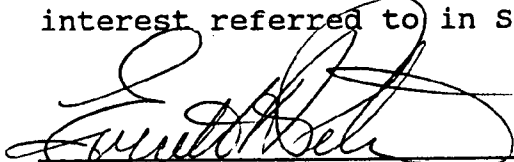
Assessed December 31, 1994 coming due but not yet payable.

6. Restrictions and Agreements recorded in Book 2695 at Pages 185, 190, 195, and 205, Book 2933 at Page 1, Book 2932 at Pages 317 and 335.

Exceptions numbered n/a are hereby deleted from the Loan Policy.

Affirmative insurance language, if any, in Schedule B does NOT apply to the Owner's Policy unless so specified.

Note: Unless Schedule B Part II is attached to the Loan Policy there are no subordinate matters that affect title to the estate or interest referred to in Schedule A.



Authorized Officer or Agent

Schedule B consists of 1 page.

OWNER'S POLICY

(Schedule B Part II)

Policy Number 554-562859

Loan

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that such matters are subordinate to the lien or charge of the insured mortgage upon said estate or interest:

1. Affordability Mortgage from Michelle M. Ross to Fleet Real Estate Funding Corp. dated May 25, 1995 and recorded May 30, 1995 at 1:38 p.m. with the Land Evidence Records of the City of Providence, State of Rhode Island. Said mortgage was assigned to Affordable Housing Trust dated May 25, 1995 and recorded May 30, 1995 at 1:39 p.m. with the Land Evidence Records of the City of Providence, State of Rhode Island.

(Continued)

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

- (i) the Amount of Insurance stated in Schedule A; or,
- (ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to Commonwealth Land Title Insurance Company, Eight Penn Center, Philadelphia, Pennsylvania 19103-2198.



**CITY OF PROVIDENCE
CITY COLLECTOR**

COUNTER BILL

DATE: JUN 13 1995

SWAP INC
*
439 PINE ST
PROVIDENCE, RI 02907

ORIG TAX: 3,362.92 CREDITS: 271.91

054-0088-0000 94 GALLUP

REAL ESTATE

ACCOUNT #: 19000870

QTR 1 3,091.01
QTR 2 0.00
QTR 3 0.00
QTR 4 0.00
TOTAL 3,091.01

INTEREST -----

TOT DUE

COLLECTOR'S STUB: WHEN PAYING BY MAIL DETACH AND RETURN IN ENVELOPE. MAKE CHECK PAYABLE TO CITY COLLECTOR.



CITY COLLECTOR, CITY OF PROVIDENCE

DATE: JUN 13 1995

SWAP INC
*
439 PINE ST
PROVIDENCE, RI 02907

ORIG TAX: 3,362.92 CREDITS: 271.91

054-0088-0000 94 GALLUP

ACCOUNT #: 19000870

QTR 1 3,091.01
QTR 2 0.00
QTR 3 0.00
QTR 4 0.00
TOTAL 3,091.01

YR	ACCT NBR	PROP VALUE	TOTAL TAX DUE	CREDITS	TOTAL TAX BAL
94	16418225	59,400	1,087.64	0.00	1,087.64
93	90023386	59,400	1,187.64	0.00	1,187.64
92	90023386	59,400	1,087.64	271.91	815.73
			=====	=====	=====
			3,362.92	271.91	3,091.01

NOTE: NO INTEREST IS SHOWN ON THIS STATEMENT. INTEREST WILL BE APPLIED TO ALL PAST DUE BALANCES AT TIME PAYMENT IS MADE.

TAX _____ INTEREST _____ CHARGES _____