

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

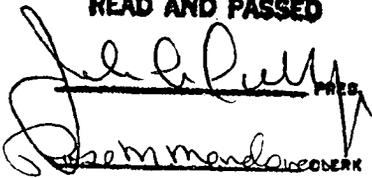
No. 342

Effective: ~~Approved~~ May 2, 1983

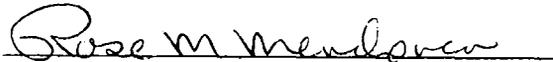
RESOLVED, That the City Collector is hereby authorized to cause the taxes to be abated on that property under the SWAP Program, located along 45~~47~~ Pekin Street, situated on Lot 504, as set out and delineated on City Assessor's Plat 69, for the sum of One Thousand, Sixty~~Four~~ Dollars and Twenty~~Eight~~ Cents (\$1,064.28), in accordance with the application filed by Timothy M. and Janet K. Mercer.

IN CITY COUNCIL

APR 21 1983
READ AND PASSED


Rose M. Mendonca
CLERK

Effective without the Mayor's signature May 2, 1983.


Rose M. Mendonca

IN CITY COUNCIL
MAR 31 1983
FIRST READING
REFERRED TO COMMITTEE ON FINANCE

Rose M. Mendonca CLERK

THE COMMITTEE ON
FINANCE

Approves Passage of
The Within Resolution

Rose M. Mendonca
Clerk Chairman

April 4, 1983

Councilman Glavin (By Request)

(3)

ABANDONED BUILDING TAX ABATEMENTS: FINAL APPLICATION FOR ABATEMENT

ACCOUNT # _____ TODAY'S DATE _____

PLAT / LOT 69-504

ADDRESS OF BUILDING 45-47 PEKIN STREET, PROVIDENCE, RI

APPLICANT TIMOTHY M. & JANET K. MERCER

TOTAL ABATEMENT REQUESTED \$ 1064.28

CITY COLLECTOR: (at time of initial application) RONALD TARRO

DATE OF INITIAL APPLICATION FOR ABATEMENT: _____

ALL DOCUMENTATION MUST BE RECEIVED BY THE CITY COLLECTOR WITHIN THREE (3) YEARS OF DATE ON INITIAL APPLICATION FOR ABATEMENT.

DOCUMENTATION: (attach to back)

- 1..Sworn affidavit of occupancy by owner for at least one year. _____
2. Certification of the Building Inspector that permits have been applied for and complied with. _____
3. Certification from 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 CERTIFY THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.

Timothy M. Mercer
APPLICANT'S SIGNATURE

I HAVE RECEIVED ALL NECESSARY DOCUMENTATION FOR ABATEMENT OF BACK TAXES ON REHABILITATED PROPERTY, AND RECOMMEND TO THE CITY COUNCIL THAT THE REQUESTED ABATEMENT OF BACK TAXES FOR THIS PROPERTY BE APPROVED.

Jan 3, 1983
DATE

Ronald L. Tarrow
CITY COLLECTOR

Presented at Council meeting: (date) _____
Sponsoring Councilman _____

Abatement of Back Taxes Granted _____ Rejected _____
Reason Rejected: _____

(2)

ABANDONED BUILDING TAX ABATEMENTS: INITIAL APPLICATION FOR ABATEMENT

ACCOUNT # _____ ^{CIP} ~~OWNER'S~~ # _____ DATE OF APPLICATION 12-20-78

PLAT / LOT 69-504

ADDRESS OF BUILDING 45-47 PEKIN STREET, PROVIDENCE, RT

APPLICANT TIMOTHY & JANET MERCER

MAILING ADDRESS 45-47 PEKIN STREET ZIP CODE _____

CONDITION OF BUILDING AT AT PURCHASE: (attach description) Abandoned, boarded up

ABATEMENT REQUEST:

YEAR	REAL ESTATE TAXES	INTEREST AND COSTS	OTHER LIENS (name)	TOTAL
1977	398.86	37.70		436.56
1978	435.56			435.56
			WATER	192.16

TOTAL ABATEMENT REQUESTED: ~~464.28~~ 1064.28

ABATEMENTS WILL BE CONSIDERED UNDER THIS ORDINANCE ONLY FOR BUILDINGS ABANDONED WHEN PURCHASED. " Abandoned Building" shall mean any structure which 1) has been completely vacant for over over 90 days. 2) has been boarded up, or has been scheduled to be boarded up by the Dept of Building Inspection or Division of Code Enforcement, as determined by Section 13-40 of the Housing Code, and Section 124.7 of the Building Code.

_____ Certification received that building was abandoned when purchased by applicant. (Building inspector or sponsering neighborhood organization.)

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.

Timothy & Janet K Mercer
APPLICANT'S SIGNATURE

APPLICATION FOR ABATEMENT OF BACK TAXES ACCEPTED _____ REJECTED _____
Reason Rejected:

Ronald D. Jones
CITY COLLECTOR

ABATEMENT OF BACK TAXES MUST BE GRANTED BY THE CITY COUNCIL. For abatement of back taxes, all necessary documentation must be received by the City Collector. Upon receipt, request for abatemnt will be presented to the City Council by the City Collector. All property where an application for abatement is pending and deemed as bonifide by the City Collector shall not be offered for tax sale. Title on all property which has been sold at a prior tax sale and on which an application for abatement is pending shall not be assigned or transfered by the City Treasurer. No current tax payment shall be applied for satisfaction of back taxes due and owing.

SEE ATTACHED SHEET FOR LIST OF DOCUMENTATION TO BE COLLECTED FOR ABATEMENT.

MORTGAGE

(Mortgage to Secure Present and Future Loans Under Sections 34-25-1 to 34-25-5, Inclusive, of the General Laws)

THIS MORTGAGE is made this day of **November** 19 **78**, between the Mortgagor, **s. TIMOTHY M. MERCER and JANET K. MERCER** (herein "Borrower"), and the Mortgagee, Citizens Savings Bank a corporation organized and existing under the laws of The State of Rhode Island, whose address is 870 Westminster Street, Providence, Rhode Island (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of **Ten Thousand** Dollars, which indebtedness is evidenced by Borrower's note dated **November 1978** (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on.....;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the **City of Providence**, State of Rhode Island:

That certain lot or parcel of land, with all the buildings and improvements thereon, situated at the northeasterly corner of Pekin Street and Inkerman Street in the City of Providence, County of Providence and State of Rhode Island, laid out and delineated as Lot No. thirty-seven (37) on that plat entitled, "NO 2 PLAT OF LOTS IN NORTH PROVIDENCE BELONGING TO THOMAS DAVIS AND GEO. L. CLARKE SURVEYED AND PLATTED BY S.B. CUSHING & CO. MAY 1872", which plat is recorded in the office of the Recorder of Deeds in said City of Providence in Plat Book 15 at page 6 and (copy) on Plat Card 540.

which has the address of **45 Pekin Street** **Providence**
[Street] [City]
Rhode Island (herein "Property Address");
[State and Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property; that the Property is unencumbered; and that Borrower will warrant and defend generally to Lender the Property against all claims and demands, subject to any liens, encumbrances, restrictions, listed or unlisted, which would be covered by the title policy being issued by Lender on the Property.

19. **Borrower's Right to Reinstate.** If acceleration of the sums secured by this Mortgage, Borrower shall have the right to have acceleration of this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day after the date of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment order enforcing this Mortgage, if (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and late, including Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

21. **Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US\$3,000.

22. **Release.** Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall discharge this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

.....
 -----Borrower

 -----Borrower

STATE OF RHODE ISLAND, PROVIDENCE County ss:

On this day of November, 19 78 in
 in said County, before me personally appeared TIMOTHY M. MERCER and JANET K. MERCER
 each and all to me known and known to me to be
 the person(s) executing the foregoing instrument and acknowledged said execution to be their free act
 and deed.

.....
 Notary Public

CITIZENS SAVINGS BANK, having received full payment and satisfaction does hereby cancel and discharge this Mortgage
 Deed. Recorded in Book Page

In Testimony Whereof, said Bank has caused these Presents to be signed and its Corporate Seal to be
 hereto affixed by its proper officer or officers thereunto duly authorized this
 day of A. D. 19

Signed and Sealed }
 in presence of }

CITIZENS SAVINGS BANK
 By

Dated
 Amount, \$
 Insurance, \$
 Location,

CITIZENS SAVINGS B

TO

MORTGAGE DEED

1. **Payment of Principal and Interest.** Borrower shall promptly pay to Lender the principal of and interest on the indebtedness evidenced by the Note, prepayment and the charge as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and Lender may invoke the STATUTORY POWER OF SALE and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower as provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

JOHN J. REILLEY, JR. and HELEN L. REILLEY, husband and wife, of the City of Providence, County of Providence, State of Rhode Island

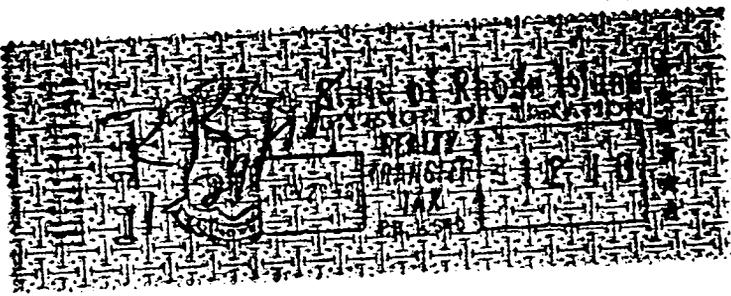
lcf

for consideration paid, grant to TIMOTHY M. MERCER and JANET K. MERCER, husband and wife, of the City of Pawtucket, said County and State, as tenants by the entirety and not as tenants in common

lcf

with WARRANTY COVENANTS

That certain lot or parcel of land, with all the buildings and improvements thereon, situated at the northeasterly corner of Pekin Street and Inkerman Street in the City of Providence, County of Providence and State of Rhode Island, laid out and delineated as Lot No. thirty-seven (37) on that plat entitled, "NO. 2 PLAT OF LOTS IN NORTH PROVIDENCE BELONGING TO THOMAS DAVIS AND GEO. L. CLARKE SURVEYED AND PLATTED BY S.B. CUSHING & CO. MAY 1872", which plat is recorded in the Office of the Recorder of Deeds in said City of Providence in Plat Book 15 at page 6 and (copy) on Plat Card 540.



~~xxxxxx~~

~~xxxxxx~~

Witness our hands this 24th day of November 19 78

John J. Reilley, Jr.
Helen L. Reilley

State of Rhode Island, Etc.

County of PROVIDENCE

In ~~xxxxxx~~ ^{xxxxxx} on the 24th day of November, 19 78 before me personally appeared John J. Reilley, Jr. and Helen L. Reilley

to me known and known by me to be the parties executing the foregoing instrument, and they acknowledged said instrument, by them executed, to be their free act and deed.

Ma. Ruth Thoresen
Notary Public

Received for Record at 3 o'clock 28 min. P.M. Recorder of Deeds
Carmie Morante
NOV 29 1978

1209-530

Warranty Deed

STATUTORY FORM

JOHN J. REILLEY, JR., ET UX

TO

TIMOTHY M. MERCER, ET UX

RECEIVED FOR RECORD

NOV 29 1978 19

at 3 o'clock 28 Minutes P M.

and recorded in Book 1209 Page 550 of

Records of Deeds

in city of Providence,

in the State of Rhode Island.

Witness, *Carroll Sormanti*

Fee \$6.00 Recorder of Deeds

TUTBLANK REGISTERED U.S. PAT. OFFICE
Tuttle Law Print. Publishers, Rufford, Vt.

Form 305

mail

MOSES KANDO

~~WILLIAM XRX GOLDBERG~~

~~RONALD XRX RIGNON~~

ATTORNEYS AND COUNSELORS AT LAW

402 SAVINGS BANK BUILDING

255 MAIN STREET

PAWTUCKET, RHODE ISLAND

CERTIFICATE OF USE AND OCCUPANCY

28

No. 8

MUNICIPALITY

THIS IS TO CERTIFY that the three (3) story wood frame single (1) family dwelling, R2

erected on Plat No.: 69 Lot No.: 504

Addition: _____

Street and No.: 45-47 Park Street

Owner: Tim Mercer Use Zone: R4

Architect or Engineer: _____

Contractor: owner

Building Permit No.: 506 Plan No.: 10-27-73

has been inspected and the following occupancy thereof is hereby authorized:

Occupancies: Max. Allowable floor live loads per sq. ft.	Occupancy Load
Basement: _____	
1st Floor: _____	
2nd Floor: _____	
3rd Floor: _____	
4th Floor: _____	
5th Floor: _____	
6th Floor: _____	
7th Floor: _____	
8th Floor: _____	
9th Floor: _____	
10th Floor: _____	
Roof: _____	

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.

Building Official
Expiration Date _____



DEPARTMENT OF
PLANNING AND URBAN DEVELOPMENT

VINCENT A. CIANCI, JR
MAYOR
STANLEY BERNSTEIN
DIRECTOR

CODE ENFORCEMENT DIVISION

CITY HALL, PROVIDENCE, R. I. 02903 TELEPHONE 421-7740 EXT. 357

11/4/82

I,

Code Enforcement Division,

hereby release and discharge Notice of Violation, recorded in

Notice of Violation Book , at Page , entitled

*Timothy Merce of Janet K
86 Webster St
Provt*

concerning the property at *45-47 PERKIN ST*

BOOK PAGE

43 - 1134

CITY OF PROVIDENCE
CODE ENFORCEMENT DIVISION

Richard [Signature]
CHIEF

JEROME I. BARON, C.P.A.
FINANCE DIRECTOR



VINCENT A. CIANCI, JR.
MAYOR

FINANCE DEPARTMENT

April 4, 1983

Mrs. Carolyn Brassil, Chairperson
City Council Finance Committee
City Hall - City Clerk's Office
Providence, Rhode Island

Dear Mrs. Brassil:

I am writing this letter in regard to the Resolution authorizing the City Collector to cause the taxes to be abated on that property under the SWAP Program located alone 45-47 Pekin Street, Lot 504, Plat 69, for the sum of One thousand sixty four dollars and twenty eight cents (\$1,064,28).

This will reduce the revenue amount to be received by the City of Providence by one thousand sixty four dollars and twenty eight cents.

Very truly yours,

Frank Romanelli
Budget Analyst

FR:tb

cc: Rose Mendonca, City Clerk



S.W.A.P.

(STOP WASTING ABANDONED PROPERTY)

VERIFICATION OF ABANDONED HOUSE FOR TAX ABATEMENT

This letter certifies that 45-47 PEKIN ST
ADDRESS OF ABANDONED HOUSE

is an abandoned house and fits MOCD's criteria for declaring a house abandoned.

1. The structure has been completely vacant for over 90 days.
2. The structure is boarded up, or scheduled to be boarded up by the Building Inspector's office or the Code Enforcement office as determined by Section 13-40 of the Housing Code and Section 124.7 of the City's housing Code.

Timothy M. Carr professes to hold a legal sales
NAME OF APPLICANT

agreement or warrenty deed for this property, ~~dated prior to this application.~~

F. Susan R. Glavin
SWAP STAFF

11/20/78
DATE

December 1, 1981

Re: Tax Abatement for
45 Pekin Street

To the City Collector:

We, Timothy and Janet Mercer, have occupied 45 Pekin Street since November, 1977, as our principal place of residence.

Timothy M. Mercer
Janet K. Mercer

Steve Kande
(Notary Public)