

RESOLUTION OF THE CITY COUNCIL

No. 349

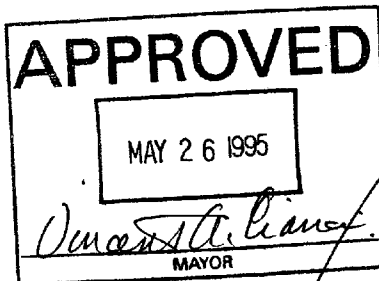
Approved May 26, 1995

RESOLVED, That the City Collector is authorized to cause the taxes to be abated in the amount of Seven Hundred Fourteen Dollars, Ten Cents (\$714.10) on that property located along 104 Gallup Street and designated as Assessor's Plat 54, Lot 86 as requested by Simon Reyes and Dennisse M. Cruz.

IN CITY COUNCIL
MAY 18 1995
READ AND PASSED

ACTING PRES.

CLERK



IN CITY COUNCIL
MAY 9 1995
FIRST READING
REFERRED TO COMMITTEE ON
FINANCE
Michael X. Stewart
CLERK

THE COMMITTEE ON
FINANCE
Approves Passage of
The Within Resolution
David R. Stewart
Chairman
May 15, 1995
Chairman

Councilman Collins (By Request)

CAROLYN F. BRASSIL
CITY COLLECTOR



VINCENT A. CIANCI, JR.
MAYOR

FINANCE DEPARTMENT
CITY COLLECTOR

April 28, 1995

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

Dear Mr. Clement:

I am requesting that an application filed by Simon Reyes and Dennisse M. Cruz, under the S.W.A.P. program, be approved for an abatement of taxes. This property is located at 104 Gallup Street and designated as Assessor's Plat 54 Lot 86. The amount requested for abatement is \$714.10.

Sincerely,

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

Carolyn F. Brassil
City Collector

CFB/d1

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:

Old: 86

Assessor's Office Plat No. 54 Lot No. New: 900

Present Owner: SWAP, Inc

Owners for Previous Three Years:

Year Owner

Account No.

1994 Swap, Inc.

16418225

1993 Resolution Trust Corp to PROVIDENCE Redevelopment Agency

1992 Resolution Trust Corp. as Conservator of ComFed Savings Bank

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

Is building vacant? ☒ yes ☐ no (at time of application)

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 building has been completely rehabbed inside and out by SWAP; there is a purchase and sale Agreement for sale of the property to a qualified homebuyer/homesteader, at time of this application

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.

Carlynn
Executive Director, SWAP, Inc

STATE OF RHODE ISLAND
PROVIDENCE, SC.

Subscribed and sworn to before me on this day of , 1991.

I, Simon Reyes and Dennisse M. Cruz do hereby depose and say that:

1. I have entered into a Purchase and Sale Agreement with SWAP, Inc. on March 24, 1994
for the property located at: 104 Gallup Street, Providence, RI 02905 and that,

2. I intend to occupy and utilize this property as my primary residence for more than one year.

Simon Reyes
Simon Reyes
Dennisse M. Cruz
Dennisse M. Cruz

Signed and Sworn by me, this 24th day of March, Nineteen Hundred and
Ninety Five.

Cranston, Rhode Island
Notarized in ~~Providence~~

Notary [Signature]

Commission Expires: 6/18/95

[Signature]

To Whom it may Concern,

SWAP, Inc. does hereby depose and say that:

The property located at: 104 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 27 day of March, Nineteen Hundred and Ninety Five.

Notarized in Providence RI

Notary George Houston

Commission Expires: 6/30/95

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: 104 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 black ink, appearing to read "April H. Wolf", is written over a horizontal line.

April H. Wolf
Deputy Director of Building Safety

28

MUNICIPALITY

CERTIFICATE OF USE AND OCCUPANCY

No. 3910

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

5B (1) One Family Dwelling R-3

erected on Map: 54 Block: 900 Parcel: _____

Street and No.: 104 Gallup Street

Owner: SWAP Use Zone: R-3

Architect or Engineer: _____

Contractor: T.E.M. Construction Builders Reg. No.: _____

Building Permit No.: 1823/94 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.

Occupancy Load

Basement: Household Storage

1st Floor: (1) One Family Dwelling

2nd Floor: Sleeping rooms for unit

3rd Floor: _____

Other: _____

Remarks: _____

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.

Jan. 26 19 95

Building Official

Pamela J. [Signature]

Expiration Date

none

ISSUED BY

LOAN POLICY OF TITLE INSURANCE



Commonwealth.
Land Title Insurance Company

POLICY NUMBER

554-500520

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;
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
(a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;
8. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, 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. D. 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 effect 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 (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee 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 interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(c) the transaction creating the interest of the insured mortgagee 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.



Commonwealth
Land Title Insurance Company

LOAN POLICY
SCHEDULE A

Amount of Insurance: \$51,900.00
Premium: RI
Date of Policy: March 27, 1995 at 10:56 AM
Policy Number: 554-500520
Office File Number: 95-0077

This policy valid only if Schedule B and Face Page are attached.

1. **Name of insured:** Citizens Mortgage Corporation, its successors and/or assigns, as their interests may appear.
2. **The estate or interest referred to herein is at Date of Policy vested in:** Simon Reyes and Dennisse M. Cruz.
3. **The estate or interest in the land described in this Schedule and which is encumbered by the insured mortgage is** Fee simple.
4. **The mortgage, herein referred to as the insured mortgage, and the assignments thereof, if any, are described as follows:**

Mortgage from Simon Reyes and Dennisse M. Cruz to Citizens Mortgage Corporation in the original principal amount of \$51,900.00, dated March 24, 1995 recorded with Providence Land Evidence Records on March 27, 1995 at 10:56 AM.

Said Mortgage was assigned by Citizens Mortgage Corporation to Rhode Island Housing and Mortgage Finance Corporation by Assignment dated March 24, 1995 and recorded with said Land Evidence Records on March 27, 1995 at 10:57 AM.

5. **The land referred to in this policy and described in the insured mortgage is:**

All that certain parcel of land with the buildings thereon situated on 104 Gallup Street in the City of Providence, Providence County, Rhode Island, all more particularly described in Exhibit A attached hereto and made a part hereof.



Commonwealth
Land Title Insurance Company

LOAN POLICY
SCHEDULE B, PART I

Loan Policy Number: 554-500520

File Number: 95-0077

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:
Real Estate Taxes assessed December 31, 1994 - Not yet due and payable.**
- 6. Terms and Conditions of a land purchase agreement found in Book 2932 at Page 317 in the Providence Land Evidence Records.**
- 7. Terms and Conditions of a Deed from Providence Redevelopment Agency to S.W.A.P. Inc. found in Book 2932 at Page 335 in the Providence Land Evidence Records.**
- 8. Agreement and Restrictions found in Book 2695 at Page 195 in the Providence Land Evidence Records.**
- 9. Declaration of Land Use Restrictive Covenants for Home Partnership Program Funds found in Book 2933 at Page 1 in the Providence Land Evidence Records.**

Exceptions numbered 1, 2 and 3 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.

Edward J. Reidy
Authorized Officer or Agent
McGunagle & Reidy

Page 1 of Schedule B.
Schedule B consists of 1 pages.



Commonwealth
Land Title Insurance Company

LOAN POLICY
SCHEDULE B, PART II

Loan Policy Number: 554-500520
File Number: 95-0077

In addition to the matters as 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:

An Affordability Mortgage from Simon Reyes and Dennisse M. Cruz to Citizens Mortgage Corporation dated March 24, 1995 and recorded in the Providence Land Evidence Records on March 27, 1995 at 10:58 AM, which said Affordability Mortgage was assigned to AFFORDABLE HOUSING TRUST by Assignment dated March 24, 1995 and recorded on March 27, 1995 at 10:59 AM.



RESIDENTIAL MORTGAGE ENDORSEMENT
(INCLUDES SECONDARY MORTGAGE MARKET ENDORSEMENT)

Attached to and forming a part of Loan Policy Number 554-500520

This endorsement is effective only if attached to a Loan Policy where the insured premises is, as of the Date of Policy, used exclusively for one-to-four family residential purposes.

The Company insures the owner of the indebtedness secured by the insured mortgage against actual loss or damage sustained by reason of any inaccuracies in the following assurances:

1. That the location of any easement and/or right of way referred to in Schedule B is ascertainable and fixed; and/or
That the exercise of any rights pursuant to any easement and/or right of way referred to in Schedule B will not interfere with the use of the buildings and improvements presently located on the insured premises;
2. That there are no violations of any covenants, conditions or restrictions referred to in Schedule B, and that a future violation thereof will not cause a forfeiture or reversion of title or otherwise affect the lien of the mortgage insured;
3. That there are no discrepancies, conflicts in boundary lines, shortage in area, or other facts which an accurate survey would disclose relating to the land.

To the extent that they are checked, the following standard ALTA Endorsements are incorporated by reference as if they were attached to the policy:

- () ALTA-4 - Condominium Endorsement
- () ALTA-5 - Planned Unit Development Endorsement
- () ALTA-6 - Variable Rate Mortgage Endorsement
- () ALTA-6.2 - Negative Amortization Endorsement
- (X) ALTA-8.1 - Environmental Lien Endorsement (excepting Environmental Protection Liens provided for by the following State Statutes): NONE

The total liability of the Company under said policy or certificate and under this and any prior endorsements thereto shall not exceed, in the aggregate, the amount of liability stated on the face of said policy or certificate, as the same may be specifically amended in dollar amount by this or any prior endorsements, and the costs which the Company is obligated to pay under the Conditions and Stipulations of the Policy.

This endorsement is made a part of said policy or certificate and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

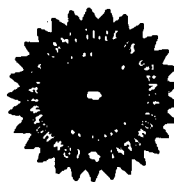
IN WITNESS WHEREOF COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on April 4, 1995.

Countersigned

By

Edward J. Reilly
Authorized Officer or Agent
McGunagle & Reidy

COMMONWEALTH LAND TITLE INSURANCE COMPANY



By

Frederick Smith
President

Attest:

James J. D. Lynch Jr.
Secretary

FORM 2307-1

EXHIBIT "A"

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. 123 (one hundred twenty-three) 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 westerly-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 northeasterly corner of said Lot 123, said point also being the northwesterly corner of said Lot 122; thence running easterly along Gallup Street a distance of nineteen (19) feet to a point; thence turning an interior angle of $92^{\circ} 47' 00''$ and running southerly a distance of seventy-five and $9/100$ (75.09) feet, more or less, to a point on the southerly line of said Lot 122; thence turning an interior angle of $87^{\circ} 13' 00''$ and running westerly a distance of nineteen (19) feet to an iron rod set in the southeasterly corner of said Lot 123, said point also being the southwesterly corner of said Lot 122; thence turning an interior angle of $92^{\circ} 47' 00''$ and running northerly along the boundary of said Lots 122 and 123, a distance of seventy-five and $9/100$ (75.09) feet, more or less, to the point and place of beginning.



**CITY OF PROVIDENCE
CITY COLLECTOR**

COUNTER BILL

DATE: APR 28 1995

PROVIDENCE REDEVELOPMENT AGENCY
% *
439 PINE ST
PROVIDENCE, RI 02907

ORIG TAX: 714.10 CREDITS: 0.00

054-0086-0000 104 GALLUP

REAL ESTATE

ACCOUNT #: 16418225

QTR 1 714.10
QTR 2 0.00
QTR 3 0.00
QTR 4 0.00
TOTAL 714.10

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: APR 28 1995

ACCOUNT #: 16418225

PROVIDENCE REDEVELOPMENT AGENCY
% *
439 PINE ST
PROVIDENCE, RI 02907

QTR 1 714.10
QTR 2 0.00
QTR 3 0.00
QTR 4 0.00
TOTAL 714.10

ORIG TAX: 714.10 CREDITS: 0.00

054-0086-0000 104 GALLUP

YR	ACCT NBR	PROP VALUE	TOTAL TAX DUE	CREDITS	TOTAL TAX BAL
93	90023386	19,500	357.05	0.00	357.05
92	90023386	19,500	357.05	0.00	357.05
			=====	=====	=====
			714.10	0.00	714.10

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 _____