

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 554

Approved October 8, 1984

RESOLVED, That His Honor the Mayor is hereby authorized to execute, pursuant to Ordinance Chapter 1982-53, approved August 12, 1982, a Deed of Conveyance to Eduvigis M. Torres, or nominee, of 43 Hollis Street, Providence, R.I. 02907, of that certain lot or parcel of land comprising of approximately 4,092 square feet, more or less, situated on Lot 35, as set out and delineated on City Assessor's Plat 36, situated along 80 Messer Street, for the sum of Eight Hundred Twenty-Six Dollars and Fifty Eight Cents (\$826.58), containing such terms and conditions as may be approved by His Honor the Mayor and the City Solicitor.

IN CITY COUNCIL
OCT 4 1984
READ AND PASSED

Louis C. Strauch PRES.
Jose M. Mendonca CLERK



**THE COMMITTEE ON
CITY PROPERTY**

**Approves Passage of
The Within Resolution**

Rose M. Mendoza
Clerk ~~Chairman~~

September 26, 1974



S.W.A.P.
(STOP WASTING ABANDONED PROPERTY)

July 20th., 1984.

Rose M. Mendoca
City Clerk, City of Providence,
City Hall, Providence, R.I.,
02903.

Dear Rose:

Enclosed is a new agreement for 80 Messer St.,
and cover letter to Mr. Andrew Annaldo, Chairmen of
the properties Committee.

If you have any further questions, please, call
me at SWAP.

Sincerely,

Marty Gruer.

439 Pine St., Providence, R.I. 02907
(401) 272-0526

**THE COMMITTEE ON
CITY PROPERTY**

Recommends

to be continued

Robert M. Mendonca

Clerk

8/22/84



S.W.A.P.

(STOP WASTING ABANDONED PROPERTY)

August 5 1983

Mr. Andrew Annaldo
Chair of Properties Committee
c/o City Clerk
City Hall
Providence, R.I. 02903

Dear Mr. Annaldo:

Enclosed please find an offer to purchase for 80 Messer St.,
This offer is being submitted in accordance with Chapter 1982
-53 #436.

Also enclosed is the affidavit on occupancy requested by Mr. Dippo,
of the City Solicitor's Office. We would appreciate hearing from
you as soon as possible on this matter. Please feel free to call
if you have any questions.

Sincerely
Marty Guer
Marty Guer
SWAP Staff

439 Pine St., Providence, R.I. 02907

(401) 272-0526

FILED

JUL 23 9 37 AM '84

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

OFFER TO PURCHASE

The undersigned Eduvigis M. Torres

hereinafter collectively referred to as Buyer(s) do hereby offer to purchase from the City of Providence, the following described parcel of real estate with all buildings and improvements thereon:

Address: 80 Messer Street

Assessor's Plat 36 Lot 35

Said offer to Purchase is made under the following terms and conditions:

1. Said conveyance will be subject to plat restrictions of record and municipal regulations, if any.
2. The City of Providence will convey to Buyer(s) a deed to the premises conveying good and clear marketable title to the same, free from all encumbrances, except as hereinbefore stated on or before September 28th., 1984.
3. The Buyer(s) agree to pay to the City of Providence the sum of \$ 826.58 as consideration for the purchase of said real estate of which \$ 100.00 hereinafter called the binder, is to be paid at such time as the City of Providence accepts this offer, to purchase and the balance of \$ 726.58 to be paid upon the delivery of the deed.
4. Personal checks without certification will not be accepted in payment of the purchase price, but, if for any reason the City of Providence shall refuse the tender of a certified check or the check of a bank, the Buyer(s) shall be allowed a reasonable time in which to make a tender in cash.
5. The City of Providence agrees to deliver to Buyer(s), at the time of delivery of the Deed, full possession of said premises, in the same condition in which they now are, reasonable use and wear or other unavoidable casualty excepted, and free of all tenants.

6. If the City of Providence shall be unable to give title and to make, convey and as hereinbefore provided, all payments made by the Buyer(s) under this agreement shall be refunded and all obligations of either party hereto shall cease, provided, however, that the Buyer(s), at their option may waive any defects and take such title as the City of Providence is able to convey, without reduction of the purchase price, and the acceptance of a deed and possession by the Buyer(s) shall be deemed a full performance and discharge hereof.

7. Upon default by the Buyer(s), the City of Providence shall have the right to retain the binder, such right to be without prejudice to the right of the City of Providence to require specific performance or the payment of other and further damages, or to pursue any remedy, legal or equitable, which shall accrue by reason of such default.

8. Buyer(s) do hereby acknowledge that said real estate has been acquired by the City of Providence through the sale of said real estate by said City, for non payment of taxes. Buyer(s) further understand and acknowledge that court action has, or will be instituted by the City of Providence to foreclose the rights of redemption under the tax deed(s) held by said City of Providence. Buyer(s) also understand and acknowledge that it is the purpose of the City of Providence to foster the sale, renovation, and habitation of the real estate in question, and for such reasons, the City of Providence will require Buyer(s), upon delivery of the deed, to sign, execute and acknowledge an affidavit of occupancy, a copy of which is attached hereto and Buyer(s) covenant and agree to sign, execute, and acknowledge said affidavit at the time of delivery of the deed at closing.

9. This offer, shall be binding upon and enure to the benefit of the heirs, administrators, executors, successors and assigns of the Buyer(s).

10. The within offer shall be deemed to have been accepted under the terms and conditions herein set forth, by the passage of a resolution by the Providence City Council authorizing the within conveyance, and the acceptance by the City of Providence of the binder as herein set forth.

WITNESS our hands this 16th day of July
1984.

WITNESS:

Joseph A. Mendez

X Ludwig St. Paul
BUYER(S)

BUYER(S)

EXTENSION

The time within which the parties may consummate this agreement may be extended up to and including _____,

19 .

_____ BUYER(S)

_____ BUYER(S)

_____ CITY OF PROVIDENCE

AFFIDAVIT

I/WE, the undersigned Buyer (s) of real estate (hereinafter referred as "the home" situated at 80 Messer Street,
Providence, R.I. (address) In the City of Providence, State of Rhode Island, on oath depose and say:

1. I/we intend to occupy the home as my/our principal and permanent place of residence within 90 days of the date of closing, and will continue to occupy said home as my/our principal and permanent place of residence for a period of at least two (2) years thereafter.

2. I/we have no present intent to sell, assign or transfer ownership of said home to another, and have not entered into any agreement, understanding or other arrangement to sell, assign or transfer said home.

3. I/we declare under penalty of perjury that the foregoing representations are true and correct.

Edwards & Jones
BUYER (S)

BUYER (S)

STATE OF RHODE ISLAND
COUNT OF Providence

Subscribed and sworn to before me on this 16th day of
July, 1984

Joan A. Mendel
(NOTARY PUBLIC)