

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

No. 615

*Approved* November 24, 1986

RESOLVED, That the City Treasurer, acting under the advice and direction of the Commissioners of the Dexter Donation, is hereby authorized to execute a deed of conveyance to Moshe Vaknin, 39 Glendale Avenue, Providence, Rhode Island, 02906 for the purchase of Lot 243, as set out and delineated on City Assessor's Plat 8, located along 157-159 Doyle Avenue, containing approximately 8,948 square feet of land, more or less, for the total sum of Fifteen Thousand Dollars (\$15,000.00), subject to such terms and conditions established by the Committee on City Property, His Honor the Mayor and the City Solicitor, which shall be incorporated into any deed, agreement, or other documents transferring the premises and agreed upon by the parties.

IN CITY COUNCIL

NOV 20 1986

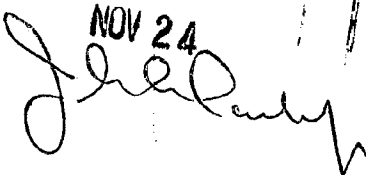
READ AND PASSED

 PRES.

 CLERK

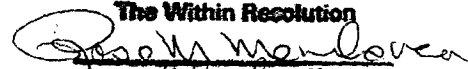
APPROVED

NOV 24



THE COMMITTEE ON  
CITY PROPERTY

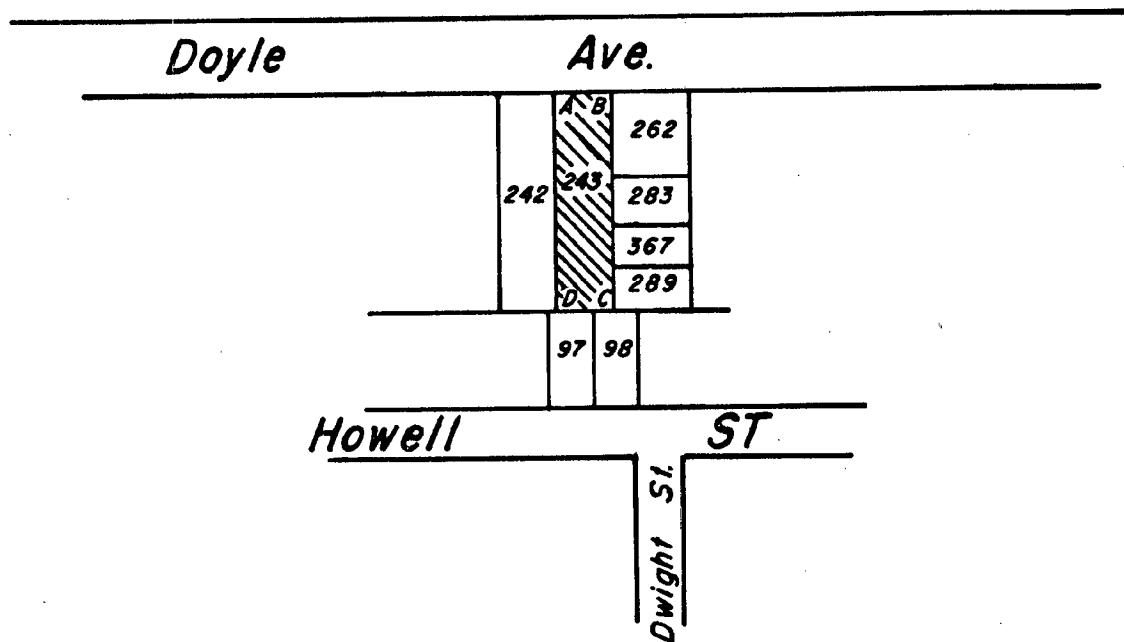
Approves Passage of  
The Within Resolution

  
~~Clerk~~ Chairman

November 12, 1956

N

PROVIDENCE  
 P. O. BOX 111-1111-1111  
 CITY ENGINEER SECTION  
 File No. 064359  
 Date June 23, 1986



Notes:

Cross-Hatched Area(A-B-C-D-A)  
 Indicates Proposed Sale.

Owner: City of Providence

CITY OF PROVIDENCE. I.  
 Public Works Dept. - Engineering  
 Showing Proposed Sale  
 Drawn by J.A.M. Checked by R.J.D.  
 Scale Not to Scale Date 6-23-86  
 Council R.J. Murphy  
 Approved William H. Reynolds 7/15/86

Lot Numbers From Assessor's Plat 8

5.28.86

TO councilman Andrew J

Arnaldo Chairman committee on

city property. I make Vokun  
is interested in buying

the lot 243 on city Assessor's

Plot 8 which is 157-159 Doyle Ave  
for the sum of \$15,000<sup>100</sup>

because I already own house on it  
and would like to start buying  
it for low income rental  
the rental shall be 300-350 per month

Thank you very much

MOSHE VAKNIN

39 Glendale Ave

Prov. RI 02906

-273-7029



# The City Plan Commission

40 FOUNTAIN STREET

PROVIDENCE, RHODE ISLAND 02903

August 13, 1985

Commissioners of Dexter Donation Fund  
c/o City Clerk  
City Hall  
Providence, R. I. 02903

Attention: Rose M. Mendonca, City Clerk

Subject: Referral No. 2153 - Proposed Sale of Dexter Donation  
Properties on Harrison Street,  
Hammond Street and Doyle Avenue

Gentlemen:

The City Plan Commission at its August 7, 1985 regular monthly meeting received and evaluated the subject referral from the Dexter Donation Fund on the proposed sale of its properties located on Harrison Street, Hammond Street and Doyle Avenue.

A field inspection revealed that the property at 47 Harrison Street described as Lot 239 on A.P. 32 is a vacant parcel overgrown with weeds; and the property at 51 Harrison Street described as Lot 240 on A.P. 32 contains a 2-1/2 story boarded-up residential structure.

The properties at 23 and 25 Hammond Street described as Lots 282 and 283 on A.P. 32 contain a paved and fenced in basketball court in some state of disrepair. This recreational facility is not listed in the Recreation, Park and Open Space Plan, neither is it maintained by the Department of Public Parks. Office research did not indicate any usage of federal or city money in the development of the aforesaid facility.

The property on 157-159 Doyle Avenue described as Lot 243 on A.P. 8 contains a 2-1/2 story occupied residential structure in fair condition.

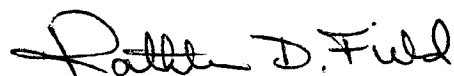
Commissioners of Dexter Donation Fund

Page 2

August 13, 1985

The Commission voted: To recommend to the Commissioners of the Dexter Donation Fund that no objection is offered to this sale, under condition that the City Solicitor review all deeds and titles to above properties before final approval of the sale in order to insure that they can legally be sold.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Kathleen D. Field".

Kathleen D. Field,  
Associate Director of Planning

KDF/gt  
rb

FILED  
AUG 13 2 54 PM '85  
DEPT. OF JUSTICE  
PROVIDENCE, R.I.

City of Providence



Rhode Island

Department of City Clerk

**MEMORANDUM**

DATE: June 24, 1985

TO: Kathy Fields - City Plan Commission

SUBJECT: DEXTER DONATION FUND PROPERTIES

CONSIDERED BY: Rose M. Mendonca, City Clerk

DISPOSITION: The Commissioners of Dexter Donation are planning to sell certain properties under their jurisdiction.

In conjunction with a ruling of the City Solicitor, the properties will be sold according to Section 416 of the Providence Home Rule Charter of 1980.

The lands are situated at the following locations:

<u>LOT</u>	<u>PLAT</u>	<u>ADDRESS</u>
200	32	Dexter/Parade Sts., Hollywood Rd./ State Armory (Dexter Training Ground)
239	32	47 Harrison Street
240	32	51 Harrison Street
282	32	23 Hammond Street
283	32	25 Hammond Street
243	8	157-159 Doyle Avenue

The Commissioners await the report of the City Plan Commission as to their recommendations.

*Rose M. Mendonca*  
City Clerk



SAMUEL COHEN of 218 Lakewood Drive, Staughton, Massachusetts  
and Abraham A. Cohen,

for consideration paid, grant to MOSHE VAKNIN, of 568 Hope Street, Providence, Rhode Island

with QUITCLAIM COVENANTS

That certain tract or parcel of land with all the buildings and improvements thereon, situated on Doyle Avenue in the City and County of Providence, State of Rhode Island, laid out and designated as Lot Number 42 (forty-two) on that plat entitled, "DEXTER DONATION PROPERTY IN 11 SHEETS MAP OF DOYLE AVENUE LOTS FROM CAMP STREET TO EAST AVENUE," which plat is recorded in Said City of Providence in Plat Book 18 at page 1 and (copy) on Plat Card 580.

The Grantor above hereby conveys only the improvements on the above described real estate, the fee being a part of the Dexter Donation.

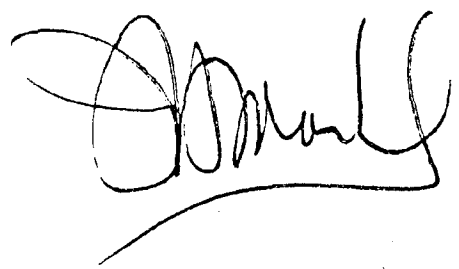
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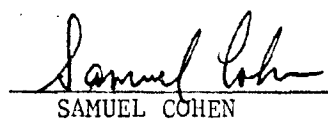
Robert Z. Ricci  
Recorder of Deeds

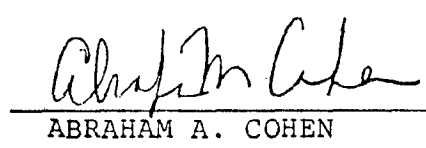
5500

~~release to said grantor xxxxxxxxxxxx right of courtesy and dower and all other interest in the above described premises~~

Witness our hands and seal this 2nd day of January 19 86



  
SAMUEL COHEN

  
ABRAHAM A. COHEN



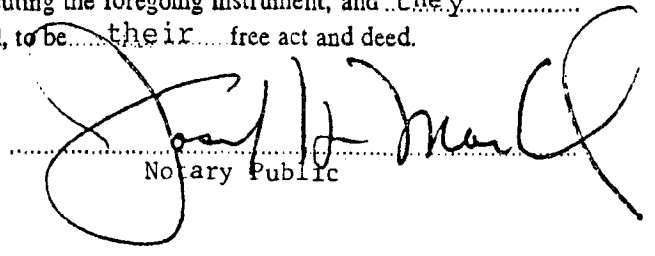
State of Rhode Island  
and Providence Plantations }

COUNTY OF Providence

In Providence on the 2nd day of January, 1986  
before me personally appeared SAMUEL COHEN and ABRAHAM A. COHEN

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.

JOSEPH H. MARKEL  
Notary Public  
My Commission Expires  
June 30, 1986

  
Notary Public

Statutory Form  
OF  
Quitclaim Deed

SAMUEL COHEN

TO

MOSHE VAKNIN

RECEIVED FOR RECORD  
NOV 12 1986

at 2 o'clock 31 Minutes P M.

and recorded in Book Page of

Records of

in

in the State of Rhode Island.

Witness,

Fee \$ 1500

MORTGAGE GUARANTEE & TITLE COMPANY

123 Dyer Street

Providence, Rhode Island 02903

MOSHE VAKNIN  
P.O. Box 3317  
Weyland Sq  
ProV. RI 02906

MORTGAGE DEED

I, MOSHE VAKNIN, of the City and County of Providence, State of Rhode Island,

~~XX~~

for consideration paid, grant to SAMUEL COHEN and ABRAHAM MAX COHEN, of Stoughton,  
Massachusetts and Pensacola, Florida, as Joint Tenants

~~XX~~

with MORTGAGE COVENANTS, to secure the payment of TWENTY THOUSAND AND 00/100-----  
----- (\$20,000.00)----- Dollars,

payable as provided in a certain negotiable promissory note of even date herewith.

(Description, and Encumbrances, if any)

As per description, set forth in Exhibit A attached hereto and made a part hereof.

This mortgage and another mortgage of even date herewith in the sum of TWENTY FIVE THOUSAND AND 00/100 (\$25,000.00) secures one note in the sum of FORTY FIVE THOUSAND AND 00/100 (\$45,000.00) DOLLARS.

NOV 12 1986

*Robert Z. Riccio*  
Recorder of Deeds

This mortgage is made upon the **STATUTORY CONDITION** and with the **STATUTORY POWER OF SALE**.

Witness my hand this 2nd day of January 19 86

In presence of:

*[Signature]*  
State of Rhode Island, Etc.  
COUNTY OF Providence

*Moshe Vaknin*  
MOSHE VAKNIN

In Providence on the 2nd day of January, 19 86  
before me personally appeared MOSHE VAKNIN

to me known and known by me to be the part Y executing the foregoing instrument, and he  
acknowledged said instrument, by him executed, to be his free act and deed.

*[Signature]*  
Notary Public

JOSEPH H. MALLER

DISCHARGE OF MORTGAGE

The undersigned, having received full payment and satisfaction of the within mortgage recorded in the LAND EVIDENCE RECORDS of \_\_\_\_\_ in the State of Rhode Island, in \_\_\_\_\_ Book No. \_\_\_\_\_ page \_\_\_\_\_, hereby cancel and discharge the same. And covenant to and with the payer that \_\_\_\_\_ the present owner of said mortgage.

Witness, this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Witness

Statutory Form  
of  
Mortgage

MOSHE VAKNIN

TO

SAMUEL COHEN et al

RECEIVED FOR RECORD

19 \_\_\_\_\_  
at 2 o'clock 34 Minutes P M.

and recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ of  
Records of \_\_\_\_\_

in \_\_\_\_\_  
in the State of Rhode Island.

Witness,

Fee \$ 16.00

FROM THE OFFICES OF:  
Mortgage Guarantee & Title Company  
The Hay Building  
123 Dyer Street  
Providence, Rhode Island 02903

§§ 34-11-19 to 34-11-22 of the General Laws of Rhode Island, 1956. (The following is not a part of the deed and is not to be recorded)

34-11-19. Contents and effect of short form mortgage deed.—A deed substantially following the form entitled "Mortgage Deed" shall, when duly executed have the force and effect of a mortgage deed to the mortgagee and his heirs and assigns, to his and their own use, with mortgage covenants and upon the statutory condition and with the statutory power of sale, as defined in §§ 34-11-20 to 34-11-22 inclusive, to secure the payment of the money and the performance of any obligation or obligations therein specified or referred to; provided, however, that any other lawful covenant, agreement, condition or power may be inserted or incorporated by reference in such mortgage deed and any of the terms and provisions of said mortgage covenants, statutory condition and statutory power of sale may be changed, amended, deleted or supplemented by any lawful agreement, covenant, condition or power specified or incorporated by reference in such mortgage deed.

34-11-20. Meaning of mortgage covenants.—In any conveyance of real estate the words "with mortgage covenants" shall have the full force, meaning, and effect of the following words, and shall be applied and construed accordingly: "The mortgagor, for himself and for his heirs, executors, and administrators, covenants with the mortgagee and his heirs and assigns, that he is lawfully seized in fee simple of the mortgaged premises; that the same are free from all incumbrances; that he has good right, full power, and lawful authority to sell and convey the same to the mortgagee and his heirs and assigns; that the mortgagee and his heirs and assigns shall at all times hereafter peaceably and quietly have and enjoy the mortgaged premises and that the mortgagor will, and his heirs, executors and administrators shall, warrant and defend the same to the mortgagee and his heirs and assigns forever against the lawful claims and demands of all persons and that the mortgagor and his heirs and assigns, in case a sale shall be made under the power of sale, will upon request, execute, acknowledge, and deliver to the purchaser or purchasers such deed or deeds confirmatory of said sale as may be required; and that insurance against loss by fire shall be kept and maintained on the buildings, if any, on the mortgaged premises in such office or offices as the mortgagee or his heirs, executors, administrators, or assigns shall approve, in a sum of not less than the amount secured by the mortgage deed, or as otherwise provided herein, and that the policy or policies of such insurance shall be delivered to and held by the mortgagee and assigned and transferred, or made payable in case of loss, to the mortgagee or his heirs, executors, administrators or assigns, as collateral security hereto, and in default thereof, that the mortgagee or his heirs, executors, administrators or assigns may effect such insurance in the name of the mortgagor or his heirs or assigns, payable in case of loss to the mortgagee or his heirs, executors, administrators or assigns, and that the premium or premiums paid therefor shall be a further charge upon the mortgaged premises."

34-11-21. Statutory mortgage condition.—The following condition shall be known as the "statutory condition", and may be incorporated in any mortgage by reference:

(Condition)

Provided, nevertheless, and this conveyance is made upon the express condition, that if the mortgagor or his heirs, executors, administrators or assigns shall pay to the mortgagee or his heirs, executors, administrators, or assigns the principal and interest of that certain promissory note bearing even date with this deed, and secured by this deed, and shall perform every other obligation secured by this deed, at the time provided in said promissory note or in this deed, and shall also pay all taxes and assessments of every kind levied or assessed upon or in respect of the mortgaged premises, then this deed, as also said promissory note, shall become and be absolutely void to all intents and purposes whatsoever.

34-11-22. Statutory power of sale in mortgage.—The following power shall be known as the "statutory power of sale" and may be incorporated in any mortgage by reference:

(Power)

But if default shall be made in the performance or observance of any of the foregoing or other conditions, or if breach shall be made of the covenant for insurance contained in this deed, then it shall be lawful for the mortgagee or his executors, administrators or assigns to sell, together or in parcels, all and singular the premises hereby granted or intended to be granted, or any part or parts thereof, and the benefit and equity of redemption of the mortgagee and his heirs, executors, administrators and assigns therein, at public auction upon the premises, or at such other place, if any, as may be designated for that purpose in this deed, first giving notice at the time and place of sale by publishing the same at least once each week for three (3) successive weeks in a public newspaper published daily in the city in which the mortgaged premises are situated; and if there be no public newspaper published daily in the city in which the mortgaged premises are situated, or if the mortgaged premises are not situated in a city, then (1) if the mortgaged premises are situated in the city of Central Falls, in a public newspaper published daily in the city of Pawtucket; (2) if the mortgaged premises are situated in the town of North Providence, in a public newspaper published daily in either the city of Providence or the city of Pawtucket; (3) if the mortgaged premises are situated in any of the towns of Cumberland, Lincoln, Smithfield or North Smithfield, in a public newspaper published daily in either the city of Pawtucket or Woonsocket; (4) if the mortgaged premises are situated in the county of Providence elsewhere than in the above-named cities and towns, in a public newspaper published daily in the city of Providence; (5) if the mortgaged premises are situated in the county of Newport, in a public newspaper published daily in the city of Newport; but if there be no such public newspaper so published, then in some public newspaper published anywhere in said county of Newport; (6) if the mortgaged premises are situated in any of the counties of Bristol, Kent or Washington, in a public newspaper published daily in the city or town in which the mortgaged premises are situated; but if there be no public newspaper so published, then in a public newspaper published in the city or town in which the mortgaged premises are situated, or in some public newspaper published daily in the county in which the mortgaged premises are situated or in a public newspaper published daily in the city of Providence; with power to adjourn such sale from time to time, provided that publishing of said notice shall be continued, together with a notice of the adjournment or adjournments, at least once each week in the same newspaper; and in his or their own name or names, or as the attorney or attorneys of the mortgagor (for that purpose by these presents duly authorized and appointed with full power of substitution and revocation) to make, execute and deliver to the purchaser or purchasers at such sale a good and sufficient deed or deeds of the mortgaged premises in fee simple, and to receive the proceeds of such sale or sales, and from such proceeds to retain all sums hereby secured whether then due or to fall due thereafter or the part thereof then remaining unpaid, and also the interest then due on the same, together with all expenses incident to such sale or sales, or for making deeds hereunder, and for fees of counsel and attorneys, and all costs or expenses incurred in the exercise of said powers, and all taxes, assessments, and premiums for insurance, if any, either theretofore paid by the mortgagee, or his executors, administrators or assigns, or then remaining unpaid, upon the mortgaged premises, rendering and paying the surplus of said proceeds of sale, if any there be, over and above the sums so to be retained as aforesaid, together with a true and particular account of such sale or sales, expenses and charges, to the mortgagor, or his heirs, executors, administrators or assigns; which sale or sales made as aforesaid shall forever be a perpetual bar both in law and in equity against the mortgagor and his heirs, executors, administrators and assigns, and all persons claiming said premises, so sold, by, through or under him, them or any of them.

E X H I B I T      A

PARCEL I:

That certain parcel of land with all the buildings and improvements thereon, situated on the southerly side of Doyle Avenue, in the City and County of Providence, State of Rhode Island, laid out and designated as Lot No. 41 on that plat entitled, "DEXTER DONATION PROPERTY IN 11 SHEETS MAP OF DOYLE AVENUE LOTS FROM CAMP STREET TO EAST AVENUE", which plat is recorded in said City of Providence in Plat Book 18 at page 1 and (copy) on Plat Card 580.

PARCEL II:

That certain tract or parcel of land with all the buildings and improvements thereon, situated on the southerly side of Doyle Avenue, in the City and County of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point in the southerly side of said Doyle Avenue, which point is four hundred thirty-five and 92/100 (435.92) feet westerly from the south-westerly corner of Hope Street and Doyle Avenue being also the northwesterly portion of Lot 43 on that plat entitled, "DEXTER DONATION PROPERTY IN 11 SHEETS MAP OF DOYLE AVENUE LOTS FROM CAMP STREET TO EAST AVE.", which plat is recorded in the Office of the Recorder of Deeds in the City of Providence in Plat Book 18 at page 1 and (copy) on Plat Card 580; thence easterly bounding northerly on said Doyle Avenue seventy-one and 50/100 (71.50) feet to land now or lately of Aram Johnson, also called Proctor Place; thence southerly at an angle of 90° bounding easterly on said Johnson land, also called Proctor Place, seventy (70) feet; thence westerly at an angle of 90° bounding southerly on land now or lately of Manuel M. Clemente seventy-one and 50/100 (71.50) feet to land now or lately of the City of Providence; thence turning an interior angle of 90° and running northerly bounding westerly on land now or lately of the City of Providence seventy (70) feet to Doyle Avenue and the point and place of beginning.

PARCEL III:

That certain tract or parcel of land with all the buildings and improvements thereon, situated on Doyle Avenue in the City and County of Providence, State of Rhode Island, laid out and designated as Lot Number 42 (forty-two) on that plat entitled, "DEXTER DONATION PROPERTY IN 11 SHEETS MAP OF DOYLE AVENUE LOTS FROM CAMP STREET TO EAST AVENUE," which plat is recorded in Said City of Providence in Plat Book 18 at page 1 and (copy) on Plat Card 580.

In Providence on the 2nd day of January, 19 86  
before me personally appeared MOSHE VAKNIN

to me known and known by me to be the part Y executing the foregoing instrument, and he  
acknowledged said instrument, by him executed, to be his free act and deed.

Notary Public

JOSEPH H. MARRAS

THEODORE C. LITTLER  
CITY ASSESSOR



JOSEPH R. PAOLINO, JR.  
MAYOR

FINANCE DEPARTMENT  
CITY ASSESSOR

ASSESSORS OFFICE  
PROVIDENCE, R.I.  
APR 4 5 25 AM '86

MEMORANDUM

TO: Ray Rickman, Chairman, Dexter Donation Commission  
FROM: Theodore C. Littler, City Assessor  
DATE: April 3, 1986  
RE: Request for Appraised Valuation

Pursuant to our meeting of Friday, March 28, 1986, the following information is respectfully submitted.

The subject property is located at 157 Doyle Avenue and further identified as Assessor's Plat 8, lot 243. The lot is 8,948 sq. ft. rectangular in shape (being 50' by 178+'), strattling two zoning districts.

The land is owned by the City of Providence under the jurisdiction of your Commission. The property is however encumbered with a two family residential structure which presently owned by Samuel Cohen and Abraham Cohen and has been owned by their family for many years.

The Cohen's are assessed directly for and pay taxes directly on the building.

As to a valuation on the land, this office has found land sales in that area for similar sized parcels selling in the range from 30¢ per sq. ft. in 1980 to \$1.63 per sq. ft. in 1984.

Based on the location of the premises, its size, shape, conflict-ing zoning and encumbrances, it is the opinion of this office that the valuation of this lot should be approximately 75¢ per sq. ft. or Six Thousand Seven Hundred (\$6,700.00) Dollars.



SAMUEL COHEN of 218 Lakewood Drive, Stoughton, Massachusetts.....  
and Abraham A. Cohen,.....

for consideration paid, grant to MOSHE VAKNIN, of 568 Hope Street, Providence, Rhode Island

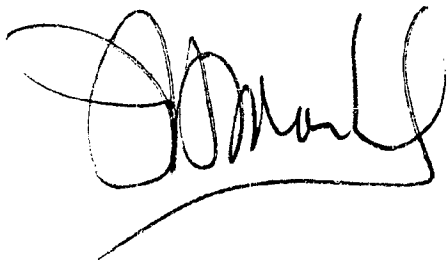
with QUITCLAIM COVENANTS

That certain tract or parcel of land with all the buildings and improvements thereon, situated on Doyle Avenue in the City and County of Providence, State of Rhode Island, laid out and designated as Lot Number 42 (forty-two) on that plat entitled, "DEXTER DONATION PROPERTY IN 11 SHEETS MAP OF DOYLE AVENUE LOTS FROM CAMP STREET TO EAST AVENUE," which plat is recorded in Said City of Providence in Plat Book 18 at page 1 and (copy) on Plat Card 580.

The Grantor above hereby conveys only the improvements on the above described real estate, the fee being a part of the Dexter Donation.

~~release to said grantee xxxxxx right of courtesy and dower and all other interest in the above described premises~~

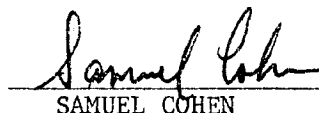
Witness our hands and seal this 6th day of June 1986

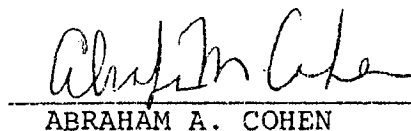


State of Rhode Island  
and Providence Plantations }

COUNTY OF Providence

In Providence on the 6th day of June, 1986  
before me personally appeared SAMUEL COHEN and ABRAHAM A. COHEN

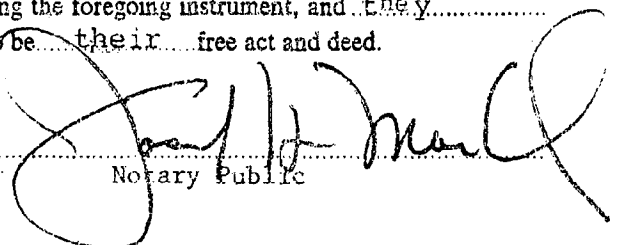
  
SAMUEL COHEN

  
ABRAHAM A. COHEN



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.

JOSEPH H. MARKEL  
Notary Public  
My Commission Expires  
June 30, 1986

  
Notary Public





157-159 Doyle  
Ave Prov.

Statutory Form  
OF  
Quitclaim Deed

SAMUEL COHEN

TO

MOSHE VAKNIN

RECEIVED FOR RECORD

19

at o'clock Minutes M.

and recorded in Book Page of

Records of

in

in the State of Rhode Island.

Witness,

Fee \$

MORTGAGE GUARANTEE & TITLE COMPANY

123 Dyer Street

Providence, Rhode Island 02903

FILED  
JUN 9 1 11 PM '86  
DEPT. OF CITY CLERK  
PROVIDENCE, R.I.