

HEARING DATE: MAY 16, 2024 AT 9:30AM

STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

LYON KINGS, LLC,
Plaintiff,

v.

ALEXIS DUGAS, TANILLA
VAILLANT, and RHODE ISLAND
HOUSING AND MORTGAGE
FINANCE CORPORATION,
Defendants.

C.A. No. PM-2023-02460

**COMMISSIONER’S POST-CLOSING REPORT AND REQUEST FOR FEES, COSTS,
AND EXPENSES**

NOW COMES Christopher J. Fragomeni, Esq., (“Commissioner”), solely in his capacity as the duly appointed Commissioner of the property located at 746 Elm Street, Woonsocket, Rhode Island, more specifically identified as Plat 39, Lot 53 on the City of Woonsocket’s Tax Assessor map (the “Property”), and hereby reports to the Court as follows:

BACKGROUND AND APPOINTMENT

1. The Commissioner’s appointment arises from a complaint (“Complaint”) for specific performance for the sale of the Property. According to the Complaint, the owners of the Property—Alexis Dugas (“Dugas”) and Tanilla Vaillant (“Vaillant”)—agreed to sell the Property to RPS Property Solutions, LLC (“RPS”) pursuant to a Single-Family Purchase and Sales Agreement (“P&S Agreement”). A copy of the Complaint is attached hereto as **Exhibit A**. Pursuant to an Assignment of Rights, RPS assigned all rights and interests under the P&S Agreement to Lyon Kings, LLC (“Lyon”).

2. Due to their failure to timely answer the Complaint, the Court entered default—and subsequently default judgment (“Default Judgment”)—against Dugas and Vaillant. A copy of the Default Judgment is attached hereto as **Exhibit B**.

3. In the order granting Default Judgement, which entered on October 4, 2023, the Court also appointed the Commissioner (the “Appointment Order”). A copy of the Appointment Order is attached hereto as **Exhibit C**.

4. Pursuant to the Appointment Order, the Commissioner was “given the authority and ordered to complete the purchase and sale of the [Property] on behalf of the sellers, namely, on behalf of [Dugas and Vaillant], including, but not limited to, addressing all mortgages and/or other liens on the [Property] that is contemplated by the P&S Agreement, as well as completing all other requirements for [Dugas and Vaillant]/sellers as set forth in the P&S Agreement.”

5. On or about October 16, 2023, the Commissioner caused letters notifying Dugas and Vaillant of the Appointment Order, Default Judgement, and P&S Agreement to be served via constable upon Dugas and Vaillant. Copies of the proofs of service were filed with the Court and are attached hereto as **Exhibit D**.

6. By way of background, the Property consists of 0.17 acres of land in the City of Woonsocket’s R-4 Residential Zoning District.

7. Situated upon the Property is a single-family home with approximately 2,677 square feet of living space, which was originally constructed in 1950.

Initial Efforts to Close in November 2023

8. At the time of the Commissioner’s appointment, the Property was encumbered by the following:

- a. A mortgage that Dugas and Vaillant gave to Mortgage Electronic Registration Systems, Inc (“MERS”), dated February 3, 2017, and recorded in Book 2266 at Page 161 of the City of Woonsocket Land Evidence Records (the “First Mortgage”). MERS, as nominee for Primary Residential Mortgage Inc, subsequently assigned and transferred all rights, title, and interest in the First Mortgage to Rhode Island Housing and Mortgage Finance Corporation (“RI Housing”) pursuant to an Assignment of MERS dated January 4, 2023, and recorded in Book 2786 at Page 72 of the City of Woonsocket Land Evidence Records;
 - b. A mortgage that Dugas and Vaillant gave to RI Housing dated February 3, 2017, and recorded in Book 2266 at Page 171 of the City of Woonsocket Land Evidence Records (the “Second Mortgage”); and
 - c. A mortgage that Dugas and Vaillant gave to the United States Secretary of Housing and Urban Development dated June 1, 2023, and recorded in Book 2808 at Page 19 of the City of Woonsocket Land Evidence Records (the “Third Mortgage”).
9. On or about October 18, 2023, the Commissioner requested payoff statements for the First and Second Mortgages from RI Housing and submitted a request through RI Housing to the Department of Housing and Urban Development (“HUD”) for a payoff statement for the Third Mortgage.
10. Working with counsel for Lyon, the Commissioner set an initial closing date of November 6, 2023 (the “Initial Closing Date”). To prepare for the Initial Closing Date, the Commissioner obtained a final water reading and final sewer bill for the Property and prepared a

Commissioner's Deed to transfer the Property. However, close to the Initial Closing Date, counsel for Lyon informed the Commissioner that Lyon's lender had not approved to Lyon to close.

11. On November 29, 2023, in response to a status request from the Commissioner, Lyon's counsel indicated that Lyon had to switch lenders, and that the closing was delayed until Lyon received confirmation of loan terms from a new lender.

12. On December 18, 2023, the Commissioner made another status request to Lyon's counsel, who responded that the closing would not occur until 2024.

13. Throughout January and February of 2024, the Commissioner periodically contacted Lyon's counsel for an update on the closing, and, ultimately, counsel for Lyon informed the Commissioner that Lyon was preparing to close on March 8, 2024 ("New Closing Date").

Facilitation of the Sale in March of 2024

14. Following notification of the New Closing Date, the Commissioner requested updated payoff statements for the First, Second, and Third Mortgages. As of March 4, 2024, the following amounts were due on the First, Second, and Third Mortgages:

- | | |
|---------------------|--------------|
| a. First Mortgage: | \$169,000.84 |
| b. Second Mortgage: | \$4,027.03 |
| c. Third Mortgage: | \$46,430.41 |

15. On or about March 5, 2024, the Commissioner received the final sewer bill for the Property, in the amount of \$433.84, and, on March 6, 2024, the Commissioner received the final water bill for the Property in the amount of \$416.31 as of March 8, 2024.

16. On March 7, 2024, the Commissioner provided closing documents to counsel for Lyon to consummate the sale of the Property; specifically, an original copy of the Default Judgment, a signed HUD Settlement Statement, and a Commissioner's Deed (collectively, the

“Commissioner’s Closing Documents”). A copy of the Commissioner’s Closing Documents are attached hereto as **Exhibit E**.

17. On March 12, 2024, the Commissioner received \$36,269.89 as proceeds from the sale of the Property and deposited those funds into the Commissioner’s IOLTA account (“Sale Proceeds”).

Post-Closing Administration

18. On March 12, 2024, the Commissioner was informed that a payment to RI Housing had not been completed and there was a remaining balance on the First Mortgage in the amount of \$109.99. A copy of the final payoff statement for the First Mortgage is attached hereto as **Exhibit E**. That same day, the Commissioner paid the remaining \$109.99 to RI Housing from the Sale Proceeds, which net the Sale Proceeds down to \$36,159.90.

19. As a result of the actions taken pursuant to the Appointment Order, the Commissioner has incurred legal fees and out-of-pocket expenses in the administration of the instant proceedings in the amount of \$7,227.37.

20. The Commissioner estimates that he will incur an additional \$1,200 of legal fees in order to attend the final hearing in this matter, make disbursements to Dugas and Vaillant, prepare, file and serve a final order, and close out the Commissioner’s estate in this action.

CONCLUSION

WHEREFORE, for the foregoing reasons, the Commissioner respectfully requests that the Court schedule this matter for hearing and at the conclusion of said hearing:

1. Approve this Commissioner’s Post-Closing Report;
2. Approve, confirm, and ratify all the acts and doings of the Commissioner as of the filing date of this Post-Closing Report;

3. Approve the Commissioner's legal fees and out of pocket expenses in the administration of the instant proceeding in the amount of \$7,227.37 and authorize the Commissioner to pay the same from the above-referenced Sale Proceeds;
4. Approve the Commissioner's estimated remaining fees and expenses as outlined above and authorize the Commissioner to pay the same from the above-referenced Sale Proceeds;
5. Authorize the Commissioner to disburse the remaining Sale Proceeds to Dugas and Vaillant; and
6. Any and all other relief as this Court deems necessary and just.

Respectfully submitted,

CHRISTOPHER J. FRAGOMENI, ESQ.,
solely in his capacity as Commissioner of
the Property and not individually,

/s/ Christopher J. Fragomeni
Christopher J. Fragomeni, Esq (#9476)
SAVAGE LAW PARTNERS, LLP
564 S. Water Street, Providence, RI 02903
P: 401-272-1400 | F: 401-272-1403
chris@savagelawpartners.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 30th day of April 2024, I caused to be served upon Dugas and Vaillant a copy of this document and all associated exhibits via certified mail to 746 Elm Street, Woonsocket, Rhode Island, 02895. Additionally, this document was filed and served through the Rhode Island Judiciary's Electronic Filing System. The documents electronically filed and served are available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ Christopher J. Fragomeni

Exhibit A

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

Lyon Kings, LLC, :

Plaintiff, :

v. :

C.A. No. PC-2023-_____

Alexis Dugas, Tanilia Vaillant, and :

Rhode Island Housing and Mortgage :

Finance Corporation, :

Defendants. :

COMPLAINT

Parties

1. Plaintiff Lyon Kings, LLC (“Plaintiff”) is and was at all times material hereto a domestic limited liability company, organized and existing under the laws of the State of Rhode Island, with a principal place of business located in the City of Providence, County of Providence, State of Rhode Island.

2. Upon information and belief, Defendant Alexis Dugas (“Dugas”) is and was at all times material hereto an individual residing in the City of Woonsocket, County of Providence, State of Rhode Island.

3. Upon information and belief, Defendant Tanilia Vaillant (“Vaillant”) is and was at all times material hereto an individual residing in the City of Woonsocket, County of Providence, State of Rhode Island.

4. Upon information and belief, Defendant Rhode Island Housing and Mortgage Finance Corporation (“RI Housing”) is and was at all times material hereto a corporation organized

and existing under the laws of the State of Rhode Island, with a principal place of business located at 44 Washington Street, Providence, Rhode Island 02903.

5. Dugas, Vaillant, RPS, and RI Housing shall be collectively referred to hereinafter as “Defendants.”

Jurisdiction and Venue

6. Pursuant to R.I. Gen. Laws § 8-2-14, this Honorable Court has original jurisdiction of all actions at law where title to real estate or some right or interest therein is in issue, and has exclusive original jurisdiction of all other actions at law in which the amount in controversy shall exceed the sum of Ten Thousand and 00/100 Dollars (\$10,000.00).

7. Pursuant to R.I. Gen. Laws § 9-4-2, this Honorable Court is the appropriate venue for this action, as all civil actions which concern realty or any right, easement or interest therein, or the possession thereof, and all actions in which the title to real estate may be tried and determined, shall, if brought in the Superior Court, be brought in the Court for the County where the land lies.

8. This Honorable Court is also the appropriate venue under R.I. Gen. Laws § 9-4-3, as all other actions and suits, if brought in this Court, shall be brought in the Court for the County in which some one of the Plaintiff and/or Defendants shall dwell or be found.

Facts

9. Upon information and belief, Dugas and Vaillant are the record title owners of the real property located at 746 Elm Street, Woonsocket, Rhode Island 02895, also designated as Assessor’s Plat 39, Lot 53 by the City of Woonsocket Tax Assessor (the “Property”), pursuant to a Warranty Deed that was recorded on February 3, 2017 in Book 2266 at Page 158 of the City of

Woonsocket Land Evidence Records, granting title to the Property to Dugas and Vaillant as joint tenants.

10. Upon information and belief, on or about February 3, 2017, Dugas and Vaillant executed a (first) Mortgage to Mortgage Electronic Registration Systems, Inc., as nominee for the lender, Primary Residential Mortgage, Inc. (“MERS”), on the Property, in the original principal amount of One Hundred Ninety-Three Thousand Four Hundred Thirty-One and 00/100 Dollars (\$193,431.00), which was recorded in Book 2266, at Page 161 of the City of Woonsocket Land Evidence Records (the “First Mortgage”).

11. Upon information and belief, on or about February 3, 2017, Dugas and Vaillant executed a (second) Mortgage to R1 Housing on the Property, in the original principal amount of Six Thousand Eight Hundred Ninety-Five and 00/100 Dollars (\$6,895.00), which was recorded in Book 2266, at Page 171 of the City of Woonsocket Land Evidence Records (the “Second Mortgage”).

12. Upon information and belief, in or about January 2023, MERS assigned the First Mortgage to R1 Housing, pursuant to an Assignment from MERS, which was executed on or about January 4, 2023 and recorded on or about January 11, 2023 in Book 2786 at Page 72 of the City of Woonsocket Land Evidence Records.

13. Upon information and belief, R1 Housing continues to be the holder of the First Mortgage and the Second Mortgage encumbering the Property.

14. On or about April 22, 2023, Dugas and Vaillant, as the sellers, executed a Single Family Purchase and Sales Agreement (the “P&S Agreement”) with RPS Property Solutions, LLC (“RPS”), as the buyer, in which Dugas and Vaillant agreed to sell the Property to RPS. (A true and accurate copy of the P&S Agreement is attached hereto at **Exhibit 1.**)

15. Pursuant to the P&S Agreement, Dugas and Vaillant agreed, among other things, to sell the Property in “as is” condition, for a total purchase price of Two Hundred Fifty-Seven Thousand Five Hundred and 00/100 Dollars (\$257,500.00) (the “Purchase Price”), with a Two Thousand and 00/100 Dollar (\$2,000.00) deposit having been paid by the buyer to the sellers, and with the closing for the purchase and sale of the Property to be held on May 10, 2023 at 10:00 A.M. (the “Closing Date”).

16. Pursuant to the P&S Agreement, Dugas and Vaillant were required to deliver a Warranty Deed conveying a good clear, insurable, and marketable title to the Property, free from all encumbrances, except easements and restrictions of record, on the Closing Date.

17. Soon thereafter, the original buyer, RPS, assigned all its rights under the P&S Agreement to Plaintiff, pursuant to an Assignment of Rights executed by, between and among RPS, as the assignor, and Plaintiff, as the assignee (the “Assignment”). (A true and accurate copy of the Assignment is attached hereto at **Exhibit 2.**)

18. Pursuant to the Assignment, in return for Plaintiff’s payment of monetary consideration to RPS in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), RPS transferred and assigned to Plaintiff all of RPS’s rights and interests under the P&S Agreement and concerning the purchase of the Property.

19. The date of the Closing Date agreed upon by, between, and among Dugas and Vaillant and RPS is also confirmed expressly in the Assignment.

20. Upon information and belief, Dugas and Vaillant are and were at all material times hereto aware of the Assignment of the P&S Agreement from RPS to Plaintiff.

21. In violation of the P&S Agreement and the Assignment, Dugas and Vaillant failed to close on the P&S Agreement on the Closing Date or at any other time.

22. Upon information and belief, at some point in time, Dugas and Vaillant received notice from RI Housing that it is seeking to foreclose upon the First Mortgage and/or Second Mortgage (together, the “Mortgages”) on the Property.

23. Upon information and belief, Dugas and Vaillant are inappropriately refusing to complete the purchase and sale of the Property to Plaintiff, and/or to even respond to Plaintiff’s recent communications, because they inaccurately believe that a pending foreclosure process may inhibit such purchase and sale.

24. Upon information and belief, no foreclosure sale has been scheduled and no notices or other documents have been recorded in the City of Woonsocket Land Evidence Records that would indicate that there is any pending foreclosure sale or proceedings related to the Property.

25. Even if RI Housing was at some early stage of the foreclosure process concerning the Mortgages, Dugas and Vaillant are still required to comply with their contractual duties and to complete the purchase and sale of the Property to Plaintiff pursuant to the P&S Agreement and the Assignment, forthwith.

26. Notwithstanding that Plaintiff has made its intentions known to Dugas and Vaillant, that Plaintiff still intends to purchase the Property and remains ready, willing and able to do so, Dugas and Vaillant have refused to complete the purchase and sale of the Property, in violation of the P&S Agreement and Assignment, or to even respond to Plaintiffs’ demands.

COUNT I

Specific Performance

27. Plaintiff repeats, realleges and incorporates by reference herein its allegations as contained in paragraphs I through 26, *supra*, as if fully set forth herein.

28. The P&S Agreement and the Assignment are valid and binding legal contracts.

29. At all times material hereto, Plaintiff was, and Plaintiff remains, ready, willing and able to deliver the balance of the Purchase Price and to complete the closing of the purchase and sale of the Property with Dugas and Vaillant, in accordance with the P&S Agreement and the Assignment.

30. In violation of the P&S Agreement and Assignment, Dugas and Vaillant failed to complete the purchase and sale of the Property on the Closing Date or at any other time.

31. Pursuant to Rhode Island law, Plaintiff is entitled to an Order from this Honorable Court requiring specific performance of the P&S Agreement, and requiring that Dugas and Vaillant complete the purchase and sale of the Property to Plaintiff forthwith.

COUNT II

Breach of Contract (vs. Dugas and Vaillant)

32. Plaintiff repeats, realleges and incorporates by reference herein its allegations as contained in paragraphs I through 31, *supra*, as if fully set forth herein.

33. The P&S Agreement is a valid and binding legal contract by, between and among Plaintiff and Dugas and Vaillant, by virtue of the Assignment.

34. At all times material hereto, Plaintiff has complied with the P&S Agreement and the Assignment, in the manners provided for therein.

35. Dugas and Vaillant have failed to comply with the P&S Agreement and the Assignment, including, but not limited to, by failing to complete the purchase and sale of the Property to Plaintiff on the Closing Date and/or any other date.

36. As a direct and proximate result of Dugas and Vaillant's breaches, Plaintiff has suffered, and will continue to suffer, significant damages.

COUNT III

Breach of Implied Duty of Good Faith and Fair Dealing (vs. Dugas and Vaillant)

37. Plaintiff repeats, realleges and incorporates by reference herein its allegations as contained in paragraphs 1 through 36, *supra*, as if fully set forth herein.

38. The P&S Agreement is a valid and binding legal contract by, between and among Plaintiff and Dugas and Vaillant, by virtue of the Assignment.

39. Pursuant to Rhode Island law, the parties to the P&S Agreement and the Assignment each owed to one another an implied duty or covenant of good faith and fair dealing.

40. At all times material hereto, Plaintiff has complied with its duty of good faith and fair dealing towards Dugas and Vaillant.

41. Dugas and Vaillant have failed to comply with their duties of good faith and fair dealing towards Plaintiff.

42. As a direct and proximate result of the above-noted breaches, Plaintiff has suffered, and will continue to suffer, significant damages.

COUNT IV

Injunctive Relief (vs. All Defendants)

43. Plaintiff repeats, realleges and incorporates by reference herein its allegations as contained in paragraphs 1 through 42, *supra*, as if fully set forth herein.

44. Plaintiff has a likelihood of success on the merits its claims in this case.

45. A balancing of the equities favors granting the injunctive relief requested.

46. Plaintiff has no adequate remedy at law and granting the injunctive relief requested will keep the *status quo*.

47. The only way to preserve Plaintiff's rights in this matter is to ensure that the Property is not permitted to be foreclosed upon and/or sold or otherwise transferred during the pendency of this action.

48. Based upon the foregoing, Plaintiff is entitled to an injunctive order restraining and enjoining Defendants from foreclosing upon the Mortgages and/or transferring, selling, further mortgaging, alienating, and/or otherwise encumbering the Property, until this Honorable Court may make a decision on the claims in this Complaint or until further order of this Honorable Court.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter a judgment in favor of Plaintiff and against Defendants on each and every Count as set forth in Plaintiff's Complaint, grant the equitable and injunctive relief requested herein, award Plaintiff its reasonable attorneys' fees and costs, and grant such other and further relief as this Honorable Court deems just and proper.

Plaintiff hereby demands a trial by jury as to any triable issues or claims of right.

Plaintiff,
Lyon Kings, LLC,
By its Attorneys,

/s/ Nicole M. Labonte
Nicole M. Labonte, Esq. (#7255)
Richard E. Palumbo, Jr., Esq. (#7081)
Law Offices of Richard Palumbo, LLC
d/b/a Palumbo Law
481 Atwood Avenue
Cranston, RI 02920
Phone: 401.490.0994
Fax: 401.490.0945
Email: nlabonte@palumbolawusa.com
rpalumbo@palumbolawusa.com

Exhibit B

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

Lyon Kings, LLC, :
 :
 Plaintiff, :
 :
 v. :
 :
 Alexis Dugas, Tanilia Vaillant, and :
 Rhode Island Housing and Mortgage :
 Finance Corporation, :
 :
 Defendants. :
 :
 _____ :

C.A. No. PM-2023-02460

JUDGMENT

This matter came on for a hearing before this Honorable Court, with the Honorable Associate Justice Chistopher K. Smith presiding, on the 27th day of September, 2023, and then again on the 4th day of October, 2023, on Plaintiff Lyon Kings, LLC’s (“Plaintiff”) Motion for Entry of Judgment by Default Against Defendants Alexis Dugas and Tanilia Vaillant (the “Defaulted Defendants”). After hearing thereon and consideration thereof, Plaintiff’s Motion for Entry of Judgment by Default Against the Defaulted Defendants was GRANTED. Accordingly, the following Judgment hereby enters in favor of Plaintiff. It is hereby:

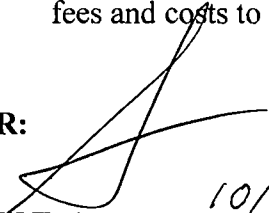
ORDERED, ADJUDGED and DECREED:

- (1) That a Judgment by Default is hereby entered in favor of Plaintiff and against the Defaulted Defendants on Counts I (Specific Performance), II (Breach of Contract), III (Breach of the Implied Duty of Good Faith and Fair Dealing), and IV (Injunctive Relief) of Plaintiff’s Complaint;
- (2) As part of the Judgment in favor of Plaintiff and against the Defaulted Defendants on Count I of Plaintiff’s Complaint, sounding in Specific Performance of a Single Family

Purchase and Sales Agreement dated on or about April 22, 2023 (the “P&S Agreement”) for the real property located at 746 Elm Street, Woonsocket, Rhode Island (the “Subject Property”);

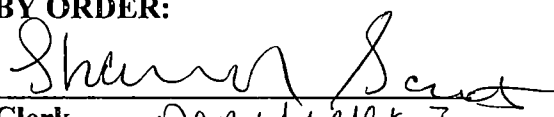
- (3) This Court hereby appoints Christopher J. Fragomeni, ESQ. as a Commissioner in this matter, who is hereby given the authority and ordered to complete the purchase and sale of the Subject Property on behalf of the sellers, namely, on behalf of the Defaulted Defendants, including, but not limited to, addressing all mortgages and/or other liens on the Subject Property and signing and delivering to Plaintiff the Warranty Deed for the Subject Property that is contemplated by the P&S Agreement, as well as completing all other requirements of the Defaulted Defendants / sellers as set forth in the P&S Agreement;
- (4) No compensatory damages are awarded at this time; however, Plaintiff has reserved its right to move to amend this Judgment in the future, in order to add reasonable attorneys’ fees and costs to the Judgment.

ENTER:


10/4/23

Associate Justice Christopher K. Smith

BY ORDER:



Clerk Deputy clerk I

DATE:

10/4/23

Respectfully Presented By,
Plaintiff,
Lyon Kings, LLC,
By its Attorneys,

/s/ Nicole M. Labonte

Nicole M. Labonte, Esq. (#7255)
Richard E. Palumbo, Jr., Esq. (#7081)
Palumbo Law
481 Atwood Avenue
Cranston, RI 02920
Tel: 401.490.0994
Fax: 401.490.0945
Email: nlabonte@palumbolawusa.com
rpalumbo@palumbolawusa.com

CERTIFICATE OF SERVICE

I hereby certify that, on this _____ day of October 2023, I filed and served this document through the electronic filing system, upon all attorneys of record, as listed below, and also served copies of the same via first class mail, postage prepaid, upon the following *pro se* individuals:

Christopher I. Henry, Esq.
44 Washington Street
Providence, RI 02903
chenry@rihousing.com

Alexis Dugas
746 Elm Street
Woonsocket, RI 02895

Tania Vaillant
746 Elm Street
Woonsocket, RI 02895

The document electronically filed and served is also available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ Nicole M. Labonte

Nicole M. Labonte, Esq. (#7255)

Exhibit C

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

Lyon Kings, LLC, :
 :
 :
 Plaintiff, :
 :
 :
 v. :
 :
 :
 Alexis Dugas, Tanilia Vaillant, and :
 Rhode Island Housing and Mortgage :
 Finance Corporation, :
 :
 :
 Defendants. :

C.A. No. PM-2023-02460

ORDER

This matter came on for a hearing before this Honorable Court, with the Honorable Associate Justice Christopher K. Smith presiding, on the 27th day of September, 2023, and then again on the 4th day of October, 2023, on Plaintiff Lyon Kings, LLC’s (“Plaintiff”) Motion for Entry of Judgment by Default Against Defendants Alexis Dugas and Tanilia Vaillant (the “Defaulted Defendants”). After hearing thereon and consideration thereof, it is hereby:

ORDERED, ADJUDGED and DECREED:

- (1) That Plaintiff’s Motion for Entry of Judgment by Default Against Defendants Alexis Dugas and Tanilia Vaillant is hereby GRANTED with respect to all claims in Plaintiff’s Complaint;
- (2) A Judgment by Default shall enter in favor of Plaintiff and against the Defaulted Defendants on all Counts of Plaintiff’s Complaint, including, but not limited to, on Count I of Plaintiff’s Complaint for Specific Performance of that certain Single Family Purchase and Sales Agreement dated on or about April 22, 2023 (the “P&S Agreement”), for the purchase by Plaintiff and the sale by the Defaulted Defendants of

the real property located at 746 Elm Street, Woonsocket, Rhode Island (the "Subject Property"); and

- (3) This Court hereby appoints Christopher J. Fragomeni, Esq. as a Commissioner in this matter, who is hereby given the authority and ordered to complete the purchase and sale of the Subject Property on behalf of the sellers, namely, on behalf of the Defaulted Defendants, including, but not limited to, addressing all mortgages and/or other liens on the Subject Property and signing and delivering to Plaintiff the Warranty Deed for the Subject Property that is contemplated by the P&S Agreement, as well as completing all other requirements of the Defaulted Defendants / sellers as set forth in the P&S Agreement.

ENTERED as an ORDER of this Court this 4th day of October, 2023.

ENTER:


10/4/23
Associate Justice Christopher K. Smith

BY ORDER:


Deputy Clerk I
Clerk

DATE: 10/4/23

Respectfully Presented By,
Plaintiff,
Lyon Kings, LLC,
By its Attorneys,

/s/ Nicole M. Labonte

Nicole M. Labonte, Esq. (#7255)

Richard E. Palumbo, Jr., Esq. (#7081)

Palumbo Law

481 Atwood Avenue

Cranston, RI 02920

Tel: 401.490.0994

Fax: 401.490.0945

Email: nlabonte@palumbolawusa.com

rpalumbo@palumbolawusa.com

CERTIFICATE OF SERVICE

I hereby certify that, on this ____ day of October 2023, I filed and served this document through the electronic filing system, upon all attorneys of record, as listed below, and also served copies of the same via first class mail, postage prepaid, upon the following *pro se* individuals:

Christopher I. Henry, Esq.
44 Washington Street
Providence, RI 02903
chenry@rihousing.com

Alexis Dugas
746 Elm Street
Woonsocket, RI 02895

Tanilia Vaillant
746 Elm Street
Woonsocket, RI 02895

The document electronically filed and served is also available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ Nicole M. Labonte
Nicole M. Labonte, Esq. (#7255)

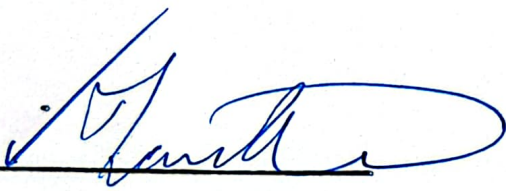
Exhibit D

Proof of Service

I hereby certify that a copy of this <sup>Order, Judgment,
P.S., etc.</sup> was served upon Alexis Dugas

By delivering in the following manner:

- () Upon the defendant personally
- () At his/ her dwelling or usual place of abode at the address with a person residing within

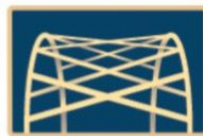
Tania Vaillant 
 accepts e
746 Elm St. Woonsocket, RI
(Roommate)

() To an agent named below

() By leaving at the office of the corporation with a person employed therein

() Other _____


 Kenneth R. Norigian
 RI Constable # 6091



SAVAGE
LAW PARTNERS
LLP
Law and Business Advisors

October 10, 2023

VIA PERSONAL SERVICE

Alexis Dugas

Tanilia Vaillant
746 Elm Street
Woonsocket, RI 02895

RE: *Lyon Kings, LLC v. Alexis Dugas, et al.* (PM-2023-02460).
Appointment of commissioner and sale of 746 Elm Street, Woonsocket, RI 02895.

Alexis Dugas and Tanilia Vaillant,

On October 4, 2023, the Rhode Island Superior Court entered an order (“Appointment Order”) and judgment (“Judgment”) in the above-referenced lawsuit, which appointed me as commissioner of 746 Elm Street, Woonsocket, RI 02895 (the “Property”). The Appointment Order and the Judgment are enclosed for your reference as **Tab 1** and **Tab 2**.

The Appointment Order and the Judgment set forth the scope of my appointment, which is to complete the sale of the Property on your behalf pursuant to that certain Single Family Purchase and Sale Agreement (“P&S”) between you and RPS Property Solutions, LLC (“RPS”), a copy of which is enclosed as **Tab 3**. RPS has assigned its interest in the P&S to Lyon Kings, LLC.

If you wish to take action regarding the Appointment Order and the Judgment, you may do so consistent with the applicable rules of civil procedure. If you do, you should consider consulting with an attorney. Unless you take action relative to the Appointment Order and the Judgment, your rights and interests in the Property will be transferred pursuant to the P&S by the authority vested in me by the Appointment Order and the Judgment.

If the sale of the Property is consummated, the proceeds of the sale of the Property will be applied to adjustments at closing; the commissioner’s fees, costs, and expenses; and other applicable expenses; then, the remaining balance of the proceeds will be tendered to you.

If you have any questions, please contact me.

Sincerely,

/s/ Christopher J. Fragomeni

Christopher J. Fragomeni, Esq., solely in his capacity as
commissioner the Property, and not individually

cc: Nicole Labonte, Esq. (via email)
Maranda McCormick, Esq. (via email)




Date: 10/16/23 @ 11:45 AM

Proof of Service

I hereby certify that a copy of this ^{Order, Judgment, P's,} _{etc} was served upon Tania Vailant

By delivering in the following manner:

- () Upon the defendant personally 
- () At his/ her dwelling or usual place of abode at the address with a person residing within

- () To an agent named below

- () By leaving at the office of the corporation with a person employed therein

- () Other _____



Kenneth R. Norigian
RI Constable # 6091



SAVAGE
LAW PARTNERS
LLP
Law and Business Advisors

October 10, 2023

VIA PERSONAL SERVICE

Alexis Dugas

Tanilia Vaillant

746 Elm Street

Woonsocket, RI 02895

RE: *Lyon Kings, LLC v. Alexis Dugas, et al.* (PM-2023-02460).
Appointment of commissioner and sale of 746 Elm Street, Woonsocket, RI 02895.

Alexis Dugas and Tanilia Vaillant,

On October 4, 2023, the Rhode Island Superior Court entered and order (“Appointment Order”) and judgment (“Judgment”) in the above-referenced lawsuit, which appointed me as commissioner of 746 Elm Street, Woonsocket, RI 02895 (the “Property”). The Appointment Order and the Judgment are enclosed for your reference as **Tab 1** and **Tab 2**.

The Appointment Order and the Judgment set forth the scope of my appointment, which is to complete the sale of the Property on your behalf pursuant to that certain Single Family Purchase and Sale Agreement (“P&S”) between you and RPS Property Solutions, LLC (“RPS”), a copy of which is enclosed as **Tab 3**. RPS has assigned its interest in the P&S to Lyon Kings, LLC.

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If you have any questions, please contact me.

Sincerely,

/s/ Christopher J. Fragomeni

Christopher J. Fragomeni, Esq., solely in his capacity as
commissioner the Property, and not individually

cc: Nicole Labonte, Esq. (via email)
Maranda McCormick, Esq. (via email)



Exhibit E

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

Lyon Kings, LLC,

Plaintiff,

v.

Alexis Dugas, Tanilia Vaillant, and
Rhode Island Housing and Mortgage
Finance Corporation,

Defendants.

C.A. No. PM-2023-02460

JUDGMENT

This matter came on for a hearing before this Honorable Court, with the Honorable Associate Justice Christopher K. Smith presiding, on the 27th day of September, 2023, and then again on the 4th day of October, 2023, on Plaintiff Lyon Kings, LLC's ("Plaintiff") Motion for Entry of Judgment by Default Against Defendants Alexis Dugas and Tanilia Vaillant (the "Defaulted Defendants"). After hearing thereon and consideration thereof, Plaintiff's Motion for Entry of Judgment by Default Against the Defaulted Defendants was GRANTED. Accordingly, the following Judgment hereby enters in favor of Plaintiff. It is hereby:

ORDERED, ADJUDGED and DECREED:

- (1) That a Judgment by Default is hereby entered in favor of Plaintiff and against the Defaulted Defendants on Counts I (Specific Performance), II (Breach of Contract), III (Breach of the Implied Duty of Good Faith and Fair Dealing), and IV (Injunctive Relief) of Plaintiff's Complaint;
- (2) As part of the Judgment in favor of Plaintiff and against the Defaulted Defendants on Count I of Plaintiff's Complaint, sounding in Specific Performance of a Single Family

True Copy Attest
Stephen T. Burke
Office of Clerk of Superior Court
Counties of Providence & Bristol
Providence, Rhode Island

Purchase and Sales Agreement dated on or about April 22, 2023 (the "P&S Agreement") for the real property located at 746 Elm Street, Woonsocket, Rhode Island (the "Subject Property");

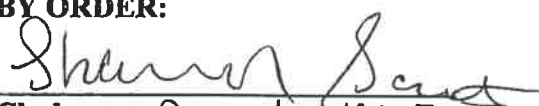
(3) This Court hereby appoints Christopher J. Fragomeni, ESQ. as a Commissioner in this matter, who is hereby given the authority and ordered to complete the purchase and sale of the Subject Property on behalf of the sellers, namely, on behalf of the Defaulted Defendants, including, but not limited to, addressing all mortgages and/or other liens on the Subject Property and signing and delivering to Plaintiff the Warranty Deed for the Subject Property that is contemplated by the P&S Agreement, as well as completing all other requirements of the Defaulted Defendants / sellers as set forth in the P&S Agreement;

(4) No compensatory damages are awarded at this time; however, Plaintiff has reserved its right to move to amend this Judgment in the future, in order to add reasonable attorneys' fees and costs to the Judgment.

ENTER:


10/4/23
Associate Justice Christopher K. Smith

BY ORDER:


Clerk Deputy Clerk I

DATE: 10/4/23

Respectfully Presented By,
Plaintiff,
Lyon Kings, LLC,
By its Attorneys,

/s/ Nicole M. Labonte

Nicole M. Labonte, Esq. (#7255)
Richard E. Palumbo, Jr., Esq. (#7081)
Palumbo Law
481 Atwood Avenue
Cranston, RI 02920
Tel: 401.490.0994
Fax: 401.490.0945
Email: nlabonte@palumbolawusa.com
rpalumbo@palumbolawusa.com

CERTIFICATE OF SERVICE

I hereby certify that, on this ____ day of October 2023, I filed and served this document through the electronic filing system, upon all attorneys of record, as listed below, and also served copies of the same via first class mail, postage prepaid, upon the following *pro se* individuals:

Christopher I. Henry, Esq.
44 Washington Street
Providence, RI 02903
chenry@rihousing.com

Alexis Dugas
746 Elm Street
Woonsocket, RI 02895

Tanilia Vaillant
746 Elm Street
Woonsocket, RI 02895

The document electronically filed and served is also available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ Nicole M. Labonte

Nicole M. Labonte, Esq. (#7255)

A. Settlement Statement

U.S. Department of Housing and
 Urban Development

OMB Approval No. 2502-0265

B. Type of Loan			
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number: 23113207RI
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.		7. Loan Number:
			8. Mortgage Insurance Case Number:
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.);" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.			
D. Name & Address of Borrower: LYON KINGS, LLC 65 JEFFERSON BOULEVARD WARWICK, RI 02888		E. Name & Address of Seller: TANILIA VAILLANT 746 ELM STREET WOONSOCKET, RI 02895 ALEXIS DJGAS 746 ELM STREET WOONSOCKET, RI 02895	
		F. Name & Address of Lender: THOMAS W. DEJORDY AND MARIA T. DEJORDY 62 FORT AVENUE CRANSTON, RI 02905	
G. Property Location: 746 ELM STREET WOONSOCKET, RI 02895 (PROVIDENCE) (39/C/53/3)		H. Settlement Agent LINCOLN ABSTRACT & SETTLEMENT SERVICES 150 CHESTNUT STREET, 2ND FLOOR, PROVIDENCE, RI 02903 (401)831-3500 Tax ID: 27-2559813	
		I. Settlement Date / Disbursement Date 3/8/2024 / 3/8/2024	Place Of Settlement 150 CHESTNUT STREET, 2ND FLOOR, PROVIDENCE, RI 02903
J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price	\$257,500.00	401. Contract sales price	\$257,500.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (line 1400)	\$39,562.21	403.	
104. Rehab Holdback to Thomas W. DeJordy and Maria T.	\$40,000.00	404.	
105. Homeowner's Insurance to HW Lapointe Insurance	\$2,838.60	405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes 3/8/2024 to 6/30/2024 @ \$3,505.13/Year	\$1,094.75	406. City/town taxes 3/8/2024 to 6/30/2024 @ \$3,505.13/Year	\$1,094.75
107. County taxes		407. County taxes	
108. 2023 Sewer Adj 3/8/2024 to 6/30/2024	\$345.14	408. 2023 Sewer Adj 3/8/2024 to 6/30/2024	\$345.14
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower	\$341,340.70	420. Gross Amount Due To Seller	\$258,939.89
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or Earnest Money	\$2,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan	\$280,125.00	502. Settlement Charges to Seller (line 1400)	\$3,211.72
203. Existing loan taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan to Rhode Island Housing	\$169,000.84
205.		505. Payoff of second mortgage loan to Rhode Island Housing	\$4,027.03
206.		506. See Addendum 506	\$46,430.41
207.		507. Disbursed as proceeds (\$2,000.00)	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	\$282,125.00	520. Total Reduction Amount Due Seller	\$222,670.00
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount Due From Borrower (line 120)	\$341,340.70	601. Gross Amount Due To Seller (line 420)	\$258,939.89
302. Less Amounts Paid By/For Borrower (line 220)	\$282,125.00	602. Less Deduction in Amt. Due To Seller (line 520)	\$222,670.00
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$59,215.70	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$36,269.89

L. Settlement Charges		
700. Total Sales/Broker's Commission		
Division of Commission (line 700) as follows:		
701. to	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
702. \$0.00 to		
703. Commission paid at Settlement		
704.		
800. Items Payable In Connection With Loan		
801. Loan Origination Fee		
802. Loan Discount to Thomas W. DeJordy and Maria T. DeJordy	\$2,801.25	
803. Appraisal Fee		
804. Credit Report		
805. Lender's Inspection Fee		
806. Mortgage Insurance Application Fee		
807. Assumption Fee		
815. See Addendum 815	\$5,626.25	
900. Items Required By Lender To Be Paid In Advance		
901. Interest from 3/8/2024 to 4/1/2024 @ 80.0400/day to Thomas W. DeJordy and Maria T. DeJordy	\$1,897.21	
902. Mortgage Insurance Premium		
903. Hazard Insurance Premium		
1000. Reserves Deposited With Lender		
1001. Hazard Insurance		
1002. Mortgage Insurance		
1003. City property taxes		
1004. County property taxes		
1005. Annual assessments		
1008. Aggregate accounting adjustment		
1100. Title Charges		
1101. Settlement or closing fee to Lincoln Abstract & Settlement Services	\$1,000.00	
1102. Abstract or title search to Lincoln Abstract & Settlement Services	\$250.00	
1103. Title examination		
1104. Title insurance binder		
1105. Document preparation		
1106. Notary fees		
1107. Attorney's fees		
1108. Title Insurance to Lincoln Abstract & Settlement Services	\$1,010.50	
1109. Lender's coverage \$280,125.00 Premium \$702.50 to Lincoln Abstract & Settlement Services		
1110. Owner's coverage \$257,500.00 Premium \$308.00 to Lincoln Abstract & Settlement Services		
1111. See Addendum 1111	\$75.00	
1113. Title - Municipal Lien Certificate to Lincoln Abstract Vendor Account	\$75.00	
1114. Courier - Title Charges to Lincoln Abstract & Settlement Services	\$25.00	
1115. CPL Fee to Stewart Title Guaranty Company (Stewart Title Guaranty Company: \$25.00)	\$25.00	
1200. Government Recording and Transfer Charges		
1201. Deed to County/Municipal Clerk \$86.00;Mortgage to County/Municipal Clerk \$83.00;Release to County/Municipal Clerk \$49.00;	\$169.00	\$49.00
1202. County Tax Stamps for Deed to County/Municipal Clerk ;County Tax for Mortgage to County/Municipal Clerk ;		
1203. State Tax Stamps for Deed to County/Municipal Clerk \$1,184.50;State Tax Stamps for Mortgage to County/Municipal Clerk ;		\$1,184.50
1204. City Tax Stamps for Deed to County/Municipal Clerk ;City Tax Stamps for Mortgage to County/Municipal Clerk ;		
1205. MLC to County/Municipal Clerk	\$8.00	
1206. Record ORDER to County/Municipal Clerk		\$51.00
1300. Additional Settlement Charges		
1301. Survey		
1302. Pest Inspection		
1307. Disbursement Fee to Lincoln Abstract & Settlement Services		\$100.00
1308. Discharge Tracking Fee to Lincoln Abstract & Settlement Services		\$100.00
1309. Document Preparation Fee - Lender Docs to Prodoc Lender Services	\$1,350.00	
1313. Assignment Fee to RPS Property Solutions, LLC	\$25,000.00	
1314. 4th qtr taxes due 4/15 to City of Woonsocket		\$876.28
1315. See Addendum 1315	\$250.00	\$850.94
1400. Total Settlement Charges (enter on line 103, Section J and 502, Section K)	\$39,562.21	\$3,211.72

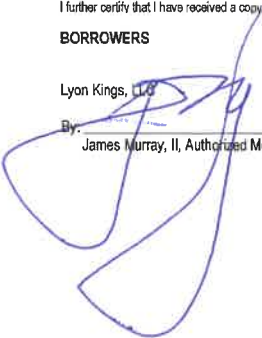
**Supplemental Page
 HUD-1 Settlement Statement**

Addendums for Page 1	Amount	
Addendum 506		
a. Earnest money retained by RPS Property Solutions, LLC		\$0.00
b. Net Payoff to ISN Corporation		\$46,430.41
Total:		\$46,430.41
Addendum for 800. Items Payable in Connection With Loan		
	Buyer	Seller
Addendum 815		
a. Broker Fee to Limitless Capital, LLC	\$5,602.50	
b. to Prepaid Interest	\$23.75	
Total:	\$5,626.25	\$0.00
Addendum for 1100. Title Charges		
	Buyer	Seller
Addendum 1111		
a. Secondary Mortgage Market Endorsement Endorsement(s) to Lincoln Abstract & Settlement Services		
b. ALTA 8.1 Environmental Protection Lien Endorsement(s) to Lincoln Abstract & Settlement Services		
c. Survey Deletion (Lender) Endorsement(s) to Lincoln Abstract & Settlement Services	\$75.00	
Total:	\$75.00	\$0.00
Addendum for 1300. Additional Settlement Charges		
	Buyer	Seller
Addendum 1315		
a. Final Water to Woonsocket Water Division		\$416.06
b. to Limitless Title & Escrow, LLC	\$250.00	
c. 2023 Sewer plus interest to City of Woonsocket		\$434.88
Total:	\$250.00	\$850.94
Payoffs Breakdown		
		Amount
1st Payoff (Seller): Payoff of first mortgage loan to Rhode Island Housing		
Seller Debit		\$169,000.84
Total:		\$169,000.84
2nd Payoff (Seller): Payoff of second mortgage loan to Rhode Island Housing		
Seller Debit		\$4,027.03
Total:		\$4,027.03
Additional Payoffs (Seller): Net Payoff to ISN Corporation		
Seller Debit		\$46,430.41
Total:		\$46,430.41
Payoff (Buyer): Homeowner's Insurance to HW Lapointe Insurance		
Buyer Debit		\$2,838.60
Total:		\$2,838.60

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief it is true and accurate statement of all receipts and disbursements made on my account or by me in this transaction.
I further certify that I have received a copy of the HUD-1 Settlement Statement.

BORROWERS

Lyon Kings, LLC

By:  Date: _____
James Murray, II, Authorized Member

SELLERS

Tanilia Vaillant

By: 
Christopher J. Fragomeni,
Solely as Court Appointed Commissioner
And not individually.

Alexis Dugas

By: 
Christopher J. Fragomeni,
Solely as Court Appointed Commissioner
And not individually.

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see, Title 18 U.S. Code Section 1001 and Section 1010

Return to:
Vin Rinaldi, Esquire
Law Offices of Jennifer Johnson, LLC
150 Chestnut Street
2nd Floor
Providence, RI 02903

COMMISSIONER'S DEED

KNOW ALL MEN BY THESE PRESENTS that Christopher J. Fragomeni, solely as Court Appointed Commissioner, and not individually, pursuant to an Order dated October 4, 2023, entered by the Rhode Island Superior Court in that certain action entitled "*Lyon Kings, LLC vs. Alexis Dugas, Tanilia Vaillant, and Rhode Island Housing and Mortgage Finance Corporation,*" Civil Action No. PM-2023-02460 (the "Order"), on behalf of Defendants, Alexis Dugas and Tanilia Vaillant ("Grantors"), with a last known mailing address of 746 Elm Street, Woonsocket, RI 02895, for consideration paid of Two Hundred Fifty-Seven Thousand Five Hundred Dollars and 00/100 (\$257,500), grants to LYON KINGS, LLC, a Rhode Island limited liability company, with a business address of 65 Jefferson Boulevard, Warwick, RI 02906 ("Grantee"),

All of Grantors' right, title and interest in and to the real property and improvements thereon located at 746 Elm Street, Woonsocket, Rhode Island, and being more particularly described in **Exhibit A** attached hereto and made a part hereof. In accordance with the Order, Defendants shall provide Warranty Covenants for the conveyance herein.

Subject to and together with all encumbrances, easements, covenants, and restrictions of record, if any. Said premises are further subject to real estate taxes assessed by the City of Woonsocket as of the date hereof.

This conveyance is such that no RIGL 44-30-71.3 withholding is required as Grantors are residents of Rhode Island, and such that this property is being transferred pursuant to an order of a Federal, or Rhode Island Superior or Family Court.

This transfer is exempt from the smoke detector law as the property is being transferred pursuant to an order of a Federal, or Rhode Island Superior or Family Court

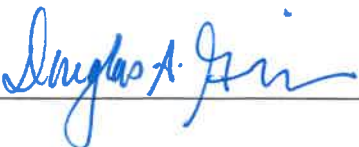
Meaning and intending to convey the same premises conveyed to Grantors by virtue of a Warranty Deed recorded with the Land Evidence Records of the City of Woonsocket on February 3, 2017 in Book 2266, Page 158.

{Signature follows on next page}

746 Elm Street, Woonsocket, RI

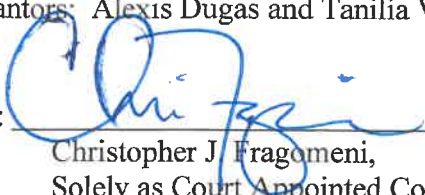
IN WITNESS WHEREOF, the undersigned has caused this Deed to be executed as of the
1st day of November, 2023.

WITNESS



Grantors: Alexis Dugas and Tanilia Valliant

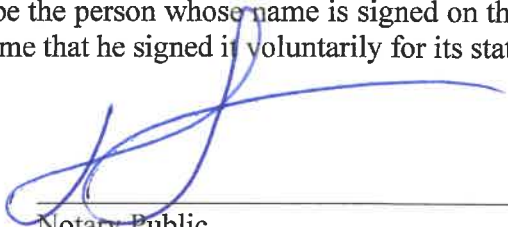
By:



Christopher J. Fragomeni,
Solely as Court Appointed Commissioner
And not individually

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

On this 1st day of November, 2023, before me, the undersigned notary public, personally appeared Christopher J. Fragomeni, as Court Appointed Commissioner for the property located at 746 Elm Street, Woonsocket, RI, known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Court Appointed Commissioner.



Notary Public

My Commission Expires:

DANIELLE M. SMITH
Notary Public, State of Rhode Island
My Commission Expires MAY 25, 2026
Commission # 762532

EXHIBIT A

Legal Description

A certain lot or parcel of land with all the buildings and improvements thereon situated on the northerly side of Elm Street, in the City of Woonsocket, County of Providence and State of Rhode Island, comprising the whole of lot numbered 33 (thirty-three) together with the adjoining one-half (1/2) in width by the entire depth of lot numbered 34 (thirty-four) on that certain plan entitled, "ELM VIEW PARK House Lots Owned By Ella F. Bouvier Desrochers Woonsocket, R.I. Scale 40 feet to an inch, July 1905", which said plan was recorded in the Registry of Deeds in said City of Woonsocket in Plan Book 7, Volume 2, at Page 16, with a copy thereof on Plat Card 177.

Meaning and intending to convey the same premises as conveyed to Alexis Dugas and Tanilia Vaillant, by Warranty Deed dated January 30, 2017, and recorded with the City of Woonsocket on February 3, 2017 in Book 2266 at Page 158.

For Informational Purposes Only:

Property Address: 746 Elm Street, Woonsocket, RI 02895
Tax Parcel ID#: 39/C/53/3

Exhibit F

PAYOFF STATEMENT

Rhode Island Housing
44 Washington Street
Providence, RI 02903

March 12, 2024

TO:
Louise Amore
Rib

RE:
Alexis Dugas
Tanilla Vaillant
746 Elm St
Woonsocket RI 02895

Loan No: 0931700002
Loan Type: FHA
FHA Case No/Sec: 451-1555058/203
Property Address:
746 Elm St
Woonsocket RI 02895

* ONLY CERTIFIED FUNDS WILL BE ACCEPTED FOR THE *
* PAYOFF SHOWN BELOW ON THE CAPTIONED MORTGAGE. *

These figures are due to March 12, 2024.
This loan is due for the March 01, 2024 payment.

The current total unpaid Principal Balance is:	\$	168,194.57
Interest at 4.37500%		838.05
Pro Rata MIP		115.50
Unpaid NSF Charges		20.00
Recoverable Corporate advance		189.52
Fax Fee - Fha		5.00
* * * * * TOTAL AMOUNT TO PAY LOAN IN FULL * * * * *		\$ 169,362.64

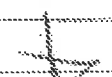
The total amount to pay this loan is good through March 12, 2024 and does not include additional interest, escrow, costs, and fees incurred since the date this payoff document was issued. If payment is not received by March 12, 2024, please contact Customer Service at servicinginfo@rihousing.com for an updated payoff amount.

These figures are subject to final verification by the Noteholder. Figures may be adjusted if any check/money order previously received is rejected by the institution upon which it was drawn.

The escrow balance is subject to audit and may change due to receipts and/or disbursements from the account prior to payment in full. The current escrow balance of \$ 703.89 will be refunded 20 business days from receipt of the payoff funds.

Issuance of this statement does not suspend the contractual requirement to make the mortgage payments when due. A late charge of \$ 38.63 will added to the payoff total if received after that time.

If this property is sold, please provide the seller's forwarding address.

 payoff department _____ approval

XP011-065 308

CK 169,000.84
SURPLUS 251.81

\$ 109,99 Short

