

STATE OF RHODE ISLAND  
CITY OF CENTRAL FALLS

HOUSING COURT

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CITY OF CENTRAL FALLS :  
*Petitioner* :  
v. :  
ONE PARCEL OF REAL ESTATE :  
COMMONLY KNOWN AS :  
37 LINCOLN AVENUE AND LOCATED: :  
AT PLAT 4, LOT 79, AN *IN REM* :  
RESPONDENT; JASON N. ANDRADE; :  
KELLY M. ANDRADE-FLANAGAN; :  
AND MTGLQ INVESTORS, L.P. :  
*Respondents* :  
:

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C.A. No.: HC-2018-095

**ORDER APPOINTING PERMANENT RECEIVER**

This cause came to be heard on the Petition for Appointment of Receiver for the above captioned Respondent Property, and it appearing that the notice provided by the Order of this Court previously entered herein has been given, and upon consideration thereof, the Court makes the following findings of fact:

**FINDINGS OF FACT**

1. That notice of the instant proceedings was properly given;
2. That the Plaintiff City of Central Falls has established to the satisfaction of this Court that the Property is abandoned and a public nuisance under § 34-44-1 et. seq.;
3. That all parties in interest including title owners of record; lien holders of record; mortgagees of record have been afforded notice of the instant proceedings;
4. That the appointed Receiver identified below has the capacity and experience to ensure performance of the rehabilitation; and
5. The Court finds that the Receiver and plaintiff have met their burdens of proof under §§ 34-44-3 and 34-44-4.

Whereby it is hereby:

**ORDERED, ADJUDGED AND DECREED:**

1. That John A. Dorsey, of 55 Pine Street Providence, Rhode Island, be and hereby

is appointed Permanent Receiver (the "Receiver") of the Property, and of all the estate, assets, and effects of the Property of every name, kind, nature and description, with all the powers conferred upon the Receiver by the Rhode Island General Laws, by this order, or otherwise, and with all powers incidental to the Receiver's said Office.

2. That said Receiver shall, no later than five (5) days from the date hereof, file herein a bond in the amount of \$10,000.00 with corporate surety thereon authorized to do business in the State of Rhode Island conditioned that the Receiver will well and truly perform the duties of said office.

3. That said Receiver be and hereby is authorized, empowered and directed to take possession and charge of said Property, including cash surrender value of any insurance benefiting the Property, and to preserve the same; with full power to prosecute, defend, adjust and compromise all claims and suits of, by or against said Property and to appear, intervene or become a party in all suits, actions or proceedings relating to said Property as may in the judgment of the Receiver be necessary or desirable for the protection, maintenance and preservation of the Property and assets of said Property.

4. That this appointment is made in succession to the appointment of Temporary Receiver heretofore made by order of this Court, and the Receiver shall be vested with power to confirm and ratify in writing such agreements as are entered into by such Temporary Receiver and to carry out and perform the same.

5. That the Receiver is authorized, in the Receiver's discretion, to employ such persons as may be desirable for the foregoing purposes and, in connection therewith, to use such moneys as shall come into the Receiver's hands in possession, as far as the same shall be necessary, for the above purposes and for the purpose of completing the plan of rehabilitation until further Order of this Court.

6. That the Receiver is authorized to incur expenses for goods and services and to purchase for cash such supplies and materials as in the Receiver's discretion may be desirable or necessary for preservation of the Property and completion of a Court-approved plan of rehabilitation. The Receiver shall have no obligation to insure the Property.

7. That said Receiver, after proper notice to all interested parties as required by law, may seek approval for the sale of the Property from the Court for such sum or sums of money as to said Receiver appears reasonable and proper. Any time prior to the Court granting approval of the Receiver's proposed sale, any interested party may present the Receiver with an alternative plan of abatement to be implemented by and through the Receivership process pursuant to protocols to be approved by the Court.

8. That said Receiver be, and hereby is, authorized and empowered, as soon as there are sufficient funds available, to pay all City, State and United States taxes of any kind, nature and description.

9. In fulfillment of any reporting requirements, the Receiver shall file Reports, as

and when the Receiver deems necessary or advisable under the circumstances, or, in any event, as and when required by Order of this Court.

10. That the Receiver shall continue to discharge said Receiver's duties and trusts hereunder until further order of this Court; that the right is reserved to the Receiver and to the parties hereto to apply to this Court for any other or further instructions to said Receiver and that this Court reserves the right, upon such Notice, if any, as it shall deem proper, to make such further orders herein as may be proper, and to modify this Order from time to time.

11. The Receiver shall have no obligation to insure the above property. Notwithstanding, as pursuant to R.I. Gen. Laws § 39-44-7, the Receiver shall have no personal liability of any kind or nature with regard to the above referenced property or the appointment made herein.

12. That the commencement, prosecution, or continuance of the prosecution, of any action, suit, arbitration proceeding, hearing, or any foreclosure, reclamation or repossession proceeding, both judicial and non-judicial, or any other proceeding, in law, or in equity or under any statute, or otherwise, against said Property or any of its improvements or personal property, in any Court, agency, tribunal, or elsewhere, or before any arbitrator, or otherwise by any creditor, member, corporation, partnership or any other person, or the levy of any attachment, execution or other process upon or against the Property or the Receiver, or the taking or attempting to take possession of the Property, or the cancellation at any time during the Receivership proceeding herein of any insurance policy, lease or other contract with Receiver for the benefit of the Property, by any or such parties as aforesaid, other than the Receiver designated as aforesaid, or the termination of telephone, electric, gas or other utility service to the Property, by any public utility, without obtaining prior approval thereof from this Court, in which connection said Receiver shall be entitled to prior notice and an opportunity to be heard, are hereby restrained and enjoined until further Order of this Court (the "Receivership Stay").

13. Notwithstanding Paragraph 12 above, U.S. Bank Trust National Association as Trustee of the Chalet Series IV Trust ("U.S. Bank") is hereby sua sponte granted relief from the Receivership Stay to foreclose its mortgage (including all claims asserted therein). If U.S. Bank elects to proceed with foreclosure, nothing in Paragraph 12 shall prevent U.S. Bank from taking title to the Property. However, the Property shall not be conveyed to any party other than U.S. Bank absent prior further relief from this Court. Further, nothing in Paragraph 12 shall be construed to prohibit U.S. Bank or any loan servicer from cancelling any insurance policy on the Property.

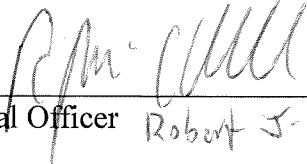
14. That Notice be given of the entry of this Order by the Clerk of this Court by publication of a copy of the this Order in *The Providence Journal* on or before \_\_\_\_\_, 2019, and by the Receiver mailing on or before the day of \_\_\_\_\_, 2019, a copy of said Order to each creditor or interested party of said Property known as such to the Receiver at their last known address.

15. This Order is entered by virtue of and pursuant to this Court's equity powers and pursuant to its powers as authorized by the laws and statutes of the State of Rhode Island.

ENTERED as an Order of this Court this 12<sup>th</sup> <sup>October</sup> day of ~~September~~, 2019.

ENTERED:

BY ORDER:

  
\_\_\_\_\_  
Judicial Officer Robert J. McConnell

\_\_\_\_\_  
Clerk

Prepared by:

\_\_\_\_\_  
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