



REAL ESTATE AUCTION
OF THE PROPERTY LOCATED AT
30 QUEEN AVE, WEST WARWICK, RI
SATURDAY JUNE 17TH @ 11:00 AM

PREVIEW DATE:

SATURDAY JUNE 10TH FROM 11:00 AM – 12:00 PM

1 PARCEL IMPROVED BY A 4 BEDROOM 2 BATH SINGLE
FAMILY HOME W/ 1 CAR GARAGE AND ON 0.225 (+/-) ACRES

SPELLMAN AND MALLOCH REAL ESTATE AUCTIONEERS
1892 COUNTY ST. DIGHTON, MA 02715
Tel: CARL MALLOCH 508-631-5533
Email: cj@spellmanandmalloch.com

AUCTIONEER: LAWRENCE SPELLMAN LIC NO. AUC #3230

BIDDER PROPERTY INFORMATION PACKET

Dear Prospective Bidder:

We are happy to provide you with this detailed Bidder's packet for the Real Estate Auction at 30 Queen Ave, West Warwick, RI.

This auction will be held on June 17th at 11:00 AM at the property site located at 30 Queen Ave, West Warwick RI, 02893. Parties interested in bidding may register any time prior to the sale or on the day of the auction starting at 10:00 AM

Preview of the property will be held on Saturday June 10th from 11:00 AM to 12:00 PM

The required non-refundable deposit money for this auction on the real estate property will be \$10,000 U.S. funds in the form of cash, bank wire (must be received prior to auction) or certified bank check made payable to "Spellman and Malloch Real Estate Auctioneers" or to yourself to be endorsed to Spellman and Malloch and deposited with the Auctioneer as a qualification to bid. Checks will be returned to unsuccessful bidders. The deposit of the successful bidder will be accelerated to equal (10%) of the purchase price including the 10% buyer's premium within ten (10) business days of the auction, and such amount must be in U.S. funds in the form of cash, bank wire, or certified bank check made payable to "Spellman and Malloch Real Estate Auctioneers." The successful bidder(s) must sign a purchase and sale contract, calling for a closing within forty-five (45) business days of the public sale, but no later than August 18th, 2023, at which time the balance will be due in U.S. funds. All property will be sold "as-is, where-is", "with all defects" and no warranty or representation. The information we are supplying is for informational purposes only.

Please contact our team with any questions with regard to this property or the auction process. We are here to make the auction process as easy as possible. We look forward to working with you.

For further information please visit www.spellmanandmalloch.com or contact either Carl Malloch at 508-631-5533 or CJ Malloch at 508-813-6278.

Sincerely,

Spellman and Malloch Real Estate Auctioneers

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DISCLAIMER:

All material and information contained and provided within this packet is made available for informational purposes only and was derived from sources believed to be reliable and true. Information contained on the website, this information packet, or auction flyers/signage does not constitute a representation, warranty or guarantee of any kind by the Auctioneer and/or Seller and/or their Attorneys, Agents or Employees of the exactness, accuracy or completeness of any information herein, nor do they have any obligation to update this information. The Auctioneer and/or Seller and/or their Attorneys, Agents or Employees expressly disclaim any responsibility or accountability thereof. The Auctioneer and/or Seller and/or their Attorneys, Agents or Employees shall have no liability whatsoever for any loss, cost or damage arising there from.

Any terms relating to the sale are subject to changes prior to, or on the day of the auction. Announcements made on the auction block shall take precedence and supersede any previously printed material or any other oral statements made by any of the previously mentioned parties herein. Prior to the auction, prospective bidders should make such investigation as they deem appropriate and shall rely entirely on their own information, judgement and inspection of the property. Prospective bidders are encouraged to evaluate and perform their own due diligence. Potential purchasers are encouraged to seek information from professionals regarding any specific issue or concern.

No representations or warranties of any kind are made with respect to the property to be sold. All property will be sold on an "as-is, where is" and "with all defects."

The Auctioneer is acting solely as an agent for the seller in marketing and negotiating the sale of the property, and as such has a fiduciary duty to disclose information to the seller, which is material to the sale, which is acquired from the buyer or any other source. The purchaser(s) agrees that the seller and auctioneer have made no warranties of any kind regarding the value, condition, habitability, merchantability or fitness of the property for any purpose.

The Seller and Auctioneer have the right to postpone or cancel in whole or in part, in their sole discretion, and to modify and/or add any terms and conditions of the sale, or announce such modifications or additional terms and conditions either prior to or at the auction. The Seller and the Auctioneer reserve the right to refuse admittance to, or expel anyone from the auction premises for interference with auction activities, nuisance canvassing, soliciting or for any other reason.

PROPERTY INFORMATION

Description: One Parcel improved by Single Family Home at Public Auction to be sold together. Approx. 15 minutes from Providence, RI and 10 minutes from from Rte 95. Walking distance to West Warwick High School.

Parcel 1: Assessor's Map 016-0230-0-000 (West Warwick, RI) – a 0.225-acre (+/-) lot of land improved by 1 buildings: an 1809.5 sqft Residential Home. Including 4 bedrooms, 2 baths, a single car garage, and a 160sqft enclosed screen porch on the rear of the house. This home features a completely fenced in back yard.

See website for more pictures: <https://www.spellmanandmalloch.com>

30 QUEEN AVE



WARRANTY DEED

6503

Thomas J. Carmody, of West Warwick, Rhode Island for consideration paid,
grant(s) to Mariette Goddard, of 30 Queen Avenue, West Warwick, RI 02893
as Sole Owner with WARRANTY COVENANTS

REC'D FOR RECORD IN
WEST WARWICK, RI

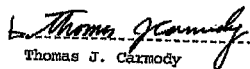
SEP - 6 2001

At 3:07 PM Book 1010 Page 300
Town Clerk 302

See Exhibit A attached hereto and made a part hereof

This transfer is such that no RIGL 44-30-71.3 withholding is required as
sellers are residents of RI as evidenced by affidavit.

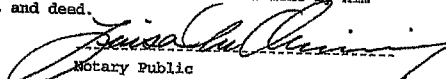
EXECUTED under seal this 6th day of September, 2001.



Thomas J. Carmody

STATE OF Rhode Island
COUNTY OF Kent

In Warwick on the 6th day of September, 2001 before me personally appeared
Thomas J. Carmody to me known and known by me to be the party executing
the foregoing instrument and he acknowledged said instrument by him
executed to be his free act and deed.


Notary Public
My commission expires:

LUISA M. OLIVEIRA
NOTARY PUBLIC
MY COMMISSION EXPIRES
AUGUST 19, 2005

TAX \$ 369.60
DATE 9-6-01
RECEIVED [Signature]

006625

REAL ESTATE CONVEYANCE TAX

300

EXHIBIT A

Those certain lots of land with all the improvements thereon designated as Lots numbered Ninety-Nine (99) and One Hundred (100) on plat of land entitled "East Mount Plat, West Warwick RI by Frank E. Waterman Co. October 1926", which said plat is recorded in the Land Evidence Records of the Town of West Warwick RI.



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Disclaimer: This information is for tax assessing purposes and is not warranted

Parcel Identification

Map/Lot 016-0230-0-000
Account 6533
State Code 01 - Single Fam
Card 1/1
User Account 07-0914-25

Assessment

Land \$82,700
Building \$225,500
Card Total \$308,200
Parcel Total \$308,200

Prior Assessments

Fiscal Year	Land Value	Building Value	Outbuilding Value	Total Value
2022	\$82,700	\$225,500	\$0	\$308,200
2021	\$61,100	\$194,300	\$0	\$255,400
2020	\$61,100	\$194,300	\$0	\$255,400
2019	\$61,100	\$194,300	\$0	\$255,400
2018	\$50,200	\$119,500	\$0	\$169,700



Location and Owner

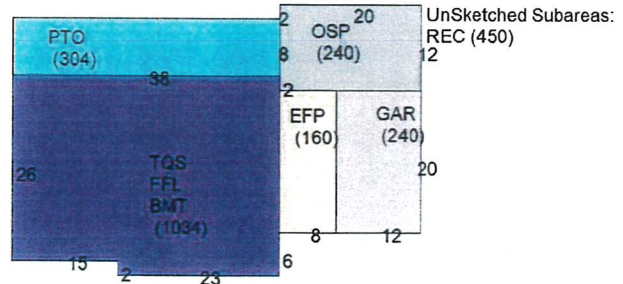
Location 30 QUEEN AVENUE
Owner GODDARD MARIETTE
Owner2
Owner3
Address 30 QUEEN AVENUE
Address2
Address3 WEST WARWICK RI 02893

Building Information

Design Cape
Year Built 1948
Heat Steam
Fireplaces 1
Rooms 8
Bedrooms 4
Bathrooms 2 Full Bath
Above Grade Living Area 1,809.5 SF
Below Grade Finished Area 450 SF

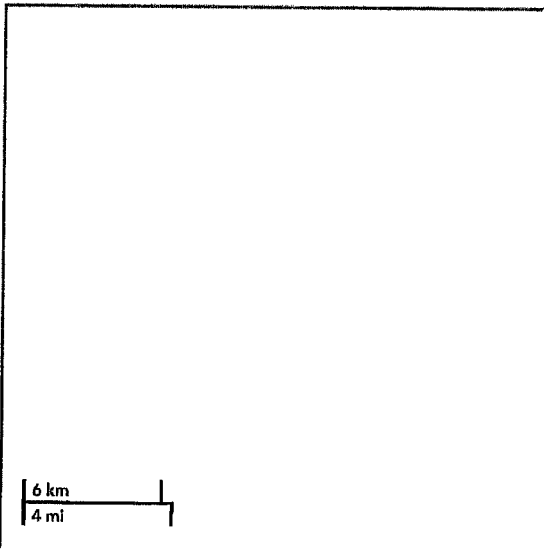
Sale Information

Sale Date	Sale Price	Legal Reference	Instrument
09/06/2001	\$132,000	1010-300	
03/01/1994	\$117,500	0-0	



Building Sub Areas

Sub Area	Net Area
1st Floor	1,034 SF
3/4 Story	775.5 SF
Basement	1,034 SF
Enclosed Porch	160 SF
Garage	240 SF
Open Screened Porch	240 SF
Patio	304 SF
Recreation Room	450 SF



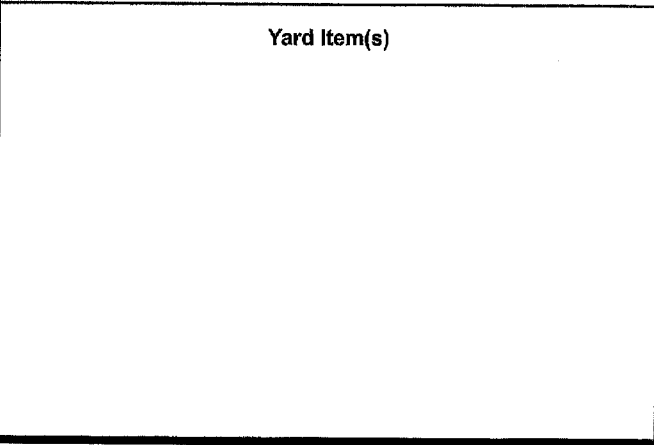
6 km
4 mi

[Click To Open AxisGIS Maps](#)

Land Information

Land Area	0.225 AC
Zoning	R-8
View	-
Neighborhood	330

Yard Item(s)



CAI Property Card

Town of West Warwick, RI



GENERAL PROPERTY INFORMATION	BUILDING EXTERIOR
LOCATION: 30 QUEEN AVENUE ACRES: 0.2254 PARCEL ID: 016-0230-0-000 LAND USE CODE: 01 OWNER: GODDARD MARIETTE CO - OWNER: MAILING ADDRESS: 30 QUEEN AVENUE WEST WARWICK, RI 02893 ZONING: R-8 NEIGHBORHOOD: 330 PATRIOT ACCOUNT #: 6533	BUILDING STYLE: Cape UNITS: 1 YEAR BUILT: 1948 FRAME: Wd Frame EXTERIOR WALL COVER: Aluminum ROOF STYLE: Gable ROOF COVER: Asphalt
	BUILDING INTERIOR
SALE INFORMATION SALE DATE: 9/6/2001 BOOK & PAGE: 1010-300 SALE PRICE: \$132,000 SALE DESCRIPTION: SELLER:	INTERIOR WALL: Drywall FLOOR COVER: Hardwood HEAT TYPE: Steam FUEL TYPE: Oil PERCENT A/C: False # OF ROOMS: 8 # OF BEDROOMS: 4 # OF FULL BATHS: 2 # OF HALF BATHS: 0 # OF ADDITIONAL FIXTURES: 0 # OF KITCHENS: 1 # OF FIREPLACES: 1 # OF METAL FIREPLACES: 0 # OF BASEMENT GARAGES: 0
PRINCIPAL BUILDING AREAS	
GROSS BUILDING AREA: 4,496 FINISHED BUILDING AREA: 0 BASEMENT AREA: 1,484 # OF PRINCIPAL BUILDINGS: 1	
ASSESSED VALUES	
LAND: 82,700 YARD: 0 BUILDING: 225,500 TOTAL: \$308,200	
SKETCH	PHOTO
<p>UnSketched Subareas: REC (450)</p>	



www.cai-tech.com

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

3/8/2023

Property Information - West_Warwick, RI

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6250

0230



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12319

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INFORMATION & TERMS OF SALE

PREVIEW DATE: Saturday – June 10th, 2023 from 11:00 AM – 12:00 PM

AUCTION DATE: Saturday – June 17th, 2023 at 11:00 AM

AUCTION LOCATION: On-site – 30 Queen Ave, West Warwick RI 02893

TYPE OF SALE: Public Real Estate Auction

SELLER: Lauren Goddard Executrix for the estate of Mariette Goddard

FINAL BID CONFIRMATION: Seller reserves the right to accept or reject any and all bids. Bidding increments shall be at discretion of the Auctioneer. Any and all decisions of the Auctioneer regarding the order and conduct of the auction shall be final and absolute without liability to any party. Seller reserves the right to cancel or withdraw the property at any time. Final bid is subject to confirmation by the seller.

DEPOSIT: In order to qualify as a bidder and bid at the auction one must register on-site the day of the auction or before the auction. Bidder must be present on auction day with a \$10,000 deposit. The deposit must be in the form of cash, bank wire (received before the auction) or certified bank check made payable to “Spellman and Malloch Real Estate Auctioneers” or buyer and then endorse to “Spellman and Malloch Real Estate Auctioneers”. **NO PERSONAL OR BUSINESS CHECKS WILL BE ACCEPTED.**

The deposit must be accelerated to equal ten percent (10%) of the purchase price within ten (10) days of auction in the form of cash, bank wire, or certified bank check made payable to Spellman and Malloch Real Estate Auctioneers.

REGISTERING TO BID:

Registration will take place any time prior to sale or on the day of the sale starting at 10:00 AM on Saturday, June 17th, 2023. In order to register to bid at the auction, bidders must have positive identification and the required deposit amount indicated in the advertised Terms of the Sale. **NO PERSONAL OR BUSINESS CHECKS WILL BE EXCEPTED.** Once registered you will have your bidder card to raise when you would like to make a bid.

WINNING BIDDER:

The winning bidder will be required to sign in duplicate a Purchase & Sale Agreement at the auction. According to the Purchase & Sale Agreement, winning bidders will be required to close on the subject property within 45 business days, but no later than August 18th, 2023. Property will be sold "as-is." We make no representations, warranties, or guarantees as to the accuracy of the information provided and urge all bidders to rely entirely on their own inspection and investigation of the premises. Other terms to be announced at the sale.

AUCTIONEER'S NOTE:

Announcements made on the auction block will take precedence over any previously written or published content. Auctioneer reserves the right to accept or reject any and all bids. Bidding increments shall be at the discretion of the Auctioneer. Any and all decisions of the Auctioneer regarding the order and conduct of the auction shall be final and absolute without liability to any party. Seller reserves the right to cancel or withdraw the property at any time. Announcements made on the auction block take precedence over any previously printed or any oral statements made.

BUYER'S PREMIUM:

There will be a Buyer's Premium (BP) of 10% added to the winning high bid. The high bid amount plus the Buyer's Premium shall constitute the Total Sale Price. The Total Sale Price is the total due from the buyer and is the amount that will be represented on the Purchase & Sale Agreement.

PROCESSING AND RECORDING FEES:

At closing, buyer and seller will be responsible for their legal processing fees to be determined. The Balance Due from the buyer is the Total Amount of Sale less the deposit paid at the auction (including the accelerated deposit). The Balance Due must be paid within 45 business days of the auction, but no later than August 18th, 2023. Time is of the essence.

PURCHASE & SALE AGREEMENT:

A copy of the Purchase and Sale Agreement is available for your review prior to the auction. At the auction, the final copy will be provided to all the qualified bidders. This will be signed by the successful high bidder upon confirmation of sale.

AUCTION TERMS AND CONDITION:

1. Any person or entity intending to bid on the subject premises, must deposit prior to sale, \$10,000 U.S. funds in the form of cash, bank wire (received prior to the auction) or certified bank check made payable to “Spellman and Malloch Real Estate Auctioneers” or to bidder to be endorsed to “Spellman and Malloch Real Estate Auctioneers” and deposited with the Auctioneer as a qualification to bid. The deposit must be accelerated to equal ten percent (10%) of the purchase price within ten (10) days of auction, and such amount must be in U.S. funds in the form of cash, bank wire, or certified bank check made payable to “Spellman and Malloch Real Estate Auctioneers.” Deposits of unsuccessful bidders will be returned upon conclusion of the sale. Deposits tendered by successful bidders shall be non-refundable and shall become the property of the Seller upon the Seller’s acceptance of the successful bidder’s highest bid.
2. The successful bidder(s) must sign a Purchase & Sale Agreement, calling for a closing within forty-five (45) business days of public sale but no later than August 18th, 2023, at which time the balance will be due in certified U.S. funds. Failure to pay remainder of the purchase price will result in the forfeiture of the deposit and the sale may be made to the second highest bidder. All buyers(s) will be required to pay a buyer’s premium of ten percent (10%)
3. The sale will be on an “As-is, Where-is” basis without any warranty whatsoever as to the condition of the premises or fitness for a particular purpose and will be made subject to any conditions a title search would reveal (including recorded leases), any unpaid real estate taxes or sewer assessments, and any facts which an inspection or survey of the premises might show.
4. The above terms are subject to change. Final additional terms will be announced at the sale.

Sign & Date: _____

PURCHASE & SALE AGREEMENT

This Purchase and Sale is made this ___ day of _____, 2023, by and between Lauren Goddard Executrix for the estate of Mariette Goddard, (the “Seller”) Spellman and Malloch Real Estate Auctioneers (the “Auctioneer”) and _____, the high bidder (the “Buyer”) at the public auction described below.

1. SALE AT PUBLIC AUCTION

Pursuant to a public auction conducted June 17th, 2023, by the Auctioneer, the Buyer, as the highest bidder, agrees to purchase the property described below (the “Property”) in accordance with the terms hereof.

2. DESCRIPTION OF THE PROPERTY

The Property shall mean the following, namely:

The “property of land and buildings” at 30 Queen Ave, West Warwick, R.I., also known and which can be identified as West Warwick, R.I. Assessor’s Map/Lot 016-0230-0-000 (West Warwick, NRI) – a 0.225 acre (+/-) lot of land improved by 1 buildings.

Property Address: 30 Queen Ave, West Warwick, R.I. 02893

3. TRANSFER OF THE PROPERTY

The property shall be conveyed by the usual State of Rhode Island Quitclaim Deed. The property shall be conveyed and transferred subject to any outstanding tenancies and/or leases, the rights of parties in possession, and to tax title, municipal taxes and assessments, any outstanding water or sewer bills or liens, the provisions of applicable state and local law, including building codes and zoning ordinances.

The total bid price will be set forth as the consideration in the deed to the property.

PRICE AND DEPOSIT

The agreed purchase price for said premises is _____ and NO/100 (\$_____.00) dollars (highest bid plus applicable 10% buyer's premium), of which

\$10,000.00 has been paid as a non-refundable deposit this day and \$_____ accelerated deposit will be paid within 10 business days of this day (10% of the purchase price including Buyers Premium) in the form of cash, bank wire, or certified bank check

\$_____ are to be paid at the time of delivery of the Deed in cash, or by certified cashier's, treasurers, or bank check(s)

\$_____ **TOTAL**

4. CLOSING

The deed and associated papers shall be delivered and the balance of the consideration paid at the office of _____, on or before eleven o'clock (11:00AM) on the forty-fifth business day (August 18th, 2023) following the date hereof, or such other time and place as may be mutually agreed upon by the seller and the buyer (the "Closing) and such papers shall be held in escrow by Spellman and Malloch Real Estate Auctioneers, until the Closing contemplated by this Agreement.

5. TITLE

In the event the Seller cannot convey title to the property as stipulated, the deposit, and if applicable, the balance of the purchase price, shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Seller, or its employees, agents and representatives, whether at law or in equity; provided, however, that Buyer shall have the election to accept such title as the Seller can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which event the Seller shall convey such title.

6. RISK OF LOSS

Seller shall maintain casualty insurance covering the Property in a reasonable amount as determined in the sole discretion of the Seller. If the Property is damaged by the fire or other casualty prior to the closing, Buyer shall accept a deed to the Property and an assignment of so much of the insurance proceeds as has not been used in the restoration of the Property prior to the Closing, paying there for the full balance of the bid price.

7. ACCEPTANCE OF DEED

The acceptance of a deed to the Property by the Buyer or Buyer's nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed or arising out of said public auction on the part of the Seller to be performed or observed.

8. CONDITION OF THE PREMISES

The Property shall be conveyed in "as-is" condition, subject to the present matter of use and occupancy of the Property. The Buyer acknowledges that Buyer has not been influenced to enter this transaction by, nor has it relied upon, any warranties or representations of the Seller, its agents, employees or representatives nor the Auctioneer not set forth or incorporated in this Purchase and Sale.

9. BUYERS DEFAULT; DAMAGES

If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder by the Buyer shall be retained by the Seller and the Buyer shall reimburse the Seller for all costs and expenses incurred by the Seller, in excess of the amount of the deposit, due to the Buyer's default, including costs and expenses of subsequent sales of the Property or any portion thereof and the attorneys' and auctioneers' fees in connection therewith. The Seller shall also be free to sell the Property to the second highest bidder at the public auction in accordance with the terms announced at the public auction.

10. DEED STAMPS AND RECORDING FEES

The Buyer and Seller shall pay their own recording fees in connection with the transfer of the property.

11. ADJUSTMENTS

Water, gas, oil and real estate taxes for the then current fiscal year, shall be apportioned and adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Buyers at the time of delivery of the deed.

12. CONSTRUCTION OF AGREEMENT

This instrument, executed in triplicate, is to be constructed as a Rhode Island Contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified, or amended only by a written instrument executed by both the Seller and the Buyer.

If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Purchase and Sale or to be used in determining the intent of the parties to it.

IN WITNESS WHEREOF, the parties have executed this Purchase of Sale Agreement as a sealed instrument as of the date first written above.

BUYER

by: _____

SELLER

by: _____
Lauren Goddard Executrix for
the estate of Mariette Goddard

BUYER

by: _____

AUCTIONEERS

by: _____
Spellman and Malloch
Real Estate Auctioneers