

13204 5280

Ordinance No. 13204

An Ordinance authorizing the execution of deed for delinquent tax property, on payment in full therefor, authorizing the City Attorney to order title insurance covering said properties, and declaring an emergency.

The City of Portland does ordain as follows:

Section 1. Whenever the purchase price of any of the delinquent tax property of the City of Portland, as fixed by the Delinquent Tax Committee, shall have been paid in full by the purchaser of such property, the Mayor and Auditor are hereby authorized to execute and deliver to such purchaser, on behalf of the City of Portland, a special warranty deed or a quitclaim deed, as shall be directed by said delinquent Tax Committee, conveying such property to such purchaser.

Each special warranty deed conveying property upon which no building restrictions are to be imposed shall be in substantially the following form, to-wit:

"KNOW ALL MEN BY THESE PRESENTS, That The City of Portland, a municipal corporation, of the County of Multnomah, State of Oregon, in consideration of the sum of _____ Dollars to it paid by _____ State of Oregon, has bargained and sold, and by these presents does grant, bargain, sell and convey unto _____ and assigns, all the following bounded and described real property, situated in the City of Portland, County of Multnomah and State of Oregon, to-wit:

_____ together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and also all its estate, right, title and interest in and to the same.

TO HAVE AND TO HOLD, the above described and granted premises unto the said _____ and assigns forever. And The City of Portland, the grantor above named, does covenant to and with the above named grantee and assigns, that it is lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all incumbrances, and it will warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons who may claim by, through or under it.

IN WITNESS WHEREOF, The City of Portland has by ordinance No. _____ passed by its Council, authorized the execution of this instrument by its Mayor and Auditor, and its corporate seal to be hereto affixed this _____ day of _____ 19____."

Each special warranty deed conveying property upon which building restrictions are to be imposed shall be in substantially the form above prescribed except that the following provisions shall be embodied therein:

"Provided, however, that the above described property is hereby conveyed subject to the following conditions, which shall be construed as covenants running with the title to said land, binding the grantee _____ and assigns, to-wit:

"That for the period of time ending the first day of _____, no person of other than the _____ Caucasian race shall own any part of said property or occupy the same as residents, and that for the period of time ending the first day of _____ said property shall be used and occupied for residence purposes only; that no such building shall cost less than \$_____. These restrictions shall not preclude the erection on said property of private garages by the owner of any part of said property. These restrictions shall be considered as applicable to each building site severally; and in event of breach of condition as respects any one or more of such sites, all other sites not directly involved shall not be affected thereby. These conditions and restrictions shall be construed as a benefit to the property in said addition and as a protection to all who may own portions of said property, and may be enforced by any one or more of the owners of said property by suit and injunction or by any other process brought by the party injured by such breach against the owner of the above described property, and in event of any such suit the plaintiff shall be entitled to judgment for such damages as he may have sustained by reason of such breach and for costs expended in such suit or action and for such attorney's fees as the court may adjudge reasonable, and such judgment shall be a lien on the property with respect to which the breach of condition occurs, subject, however, to the lien of any mortgage then on the property. In such suit or action in addition to rendering judgment for damages, costs and attorney's fees, the court shall render a decree enjoining the continuance of the act or acts which shall constitute such breach of condition."

43204 5280
Ordinance No. 43204

An Ordinance authorizing the execution of deeds for delinquent tax property on payment in full therefor, authorizing the City Attorney to order title insurance covering said properties, and declaring an emergency.

The City of Portland does ordain as follows:

Section 1. Whenever the purchase price of any of the delinquent tax property of The City of Portland, as fixed by the Delinquent Tax Committee, shall have been paid in full by the purchaser of such property, the Mayor and Auditor are hereby authorized to execute and deliver to such purchaser, on behalf of the City of Portland, a special warranty deed or a quitclaim deed, as shall be directed by said Delinquent Tax Committee, conveying such property to such purchaser.

Each special warranty deed conveying property upon which no building restrictions are to be imposed shall be in substantially the following form, to-wit:

"KNOW ALL MEN BY THESE PRESENTS, That The City of Portland, a municipal corporation, of the County of Multnomah, State of Oregon, in consideration of the sum of _____ Dollars to it paid by _____, State of Oregon, has bargained and sold, and by these presents does grant, bargain, sell and convey unto _____ and assigns, all the following bounded and described real property, situated in the City of Portland, County of Multnomah and State of Oregon, to-wit:

together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and also all its estate, right, title and interest in and to the same.

TO HAVE AND TO HOLD, the above described and granted premises unto the said _____ and assigns forever. And The City of Portland, the grantor above named, does covenant to and with the above named grantee and assigns, that it is lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all incumbrances, and it will warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whatsoever claiming by, through or under it.

IN WITNESS WHEREOF, The City of Portland has by Ordinance No. _____ passed by its Council authorized the execution of this instrument by its Mayor and Auditor, and its corporate seal to be hereto affixed this _____ day of _____ 19____.

Each special warranty deed conveying property upon which building restrictions are to be imposed shall be in substantially the form above prescribed except that the following provisions shall be embodied therein:

"Provided, however, that the above described property is hereby conveyed subject to the following conditions, which shall be construed as covenants running with the title to said land; binding the grantee _____ and assigns, to-wit:

"That for the period of time ending the first day of _____, no person of other than the Caucasian race shall own any part of said property or occupy the same as residents, and that for the period of time ending the first day of _____, said property shall be used and occupied for residential purposes only; that no such building shall cost less than \$_____. These restrictions shall not preclude the erection on said property of private garages by the owner of any part of said property. These restrictions shall be considered as applicable to each building site severally; and in event of breach of condition as respects any one or more of such sites, all other sites not directly involved shall not be affected thereby. These conditions and restrictions shall be construed as a benefit to the property in said addition and as a protection to all who may own portions of said property, and may be enforced by any one or more of the owners of said property by suit and injunction or by any other process brought by the party injured by such breach against the owner of the above described property, and in event of any such suit the plaintiff shall be entitled to judgment for such damages as he may have sustained by reason of such breach and for costs expended in such suit or action and for such attorney's fees as the court may adjudge reasonable, and such judgment shall be a lien on the property with respect to which the breach of condition arose; subject, however, to the lien of any mortgage then on the property. In such suit or action in addition to rendering judgment for damages, costs and attorney's fees, the court shall render a decree enjoining the continuance of the act or acts which shall constitute such breach of condition."

Each quitclaim deed conveying property free from City liens shall be in substantially the following form:

"KNOW ALL MEN BY THESE PRESENTS, that the City of Portland, a Municipal Corporation, of the County of Multnomah, State of Oregon, in consideration of the sum of _____ Dollars, to it paid by _____, does hereby remise, release and forever quitclaim unto the said _____ and unto _____ and assigns, all its rights, title and interest in and to the following described real property situated in the City of Portland, Multnomah County, State of Oregon; to-wit:

TO HAVE AND TO HOLD the same, together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining to the said _____ and to _____ and assigns forever.

IN WITNESS WHEREOF, The City of Portland has by Ordinance No. _____, passed by its Council 19____, authorized the execution of this instrument by its Mayor and Auditor, and its corporate seal to be hereto affixed this _____ day of _____ 19____."

Each quitclaim deed conveying property subject to outstanding City liens shall be in substantially the form above described except that each such deed shall contain the following provision:

"excepting and reserving to said City such right, title and interest as The City of Portland now has, or may hereafter have in said property by reason of any assessment levied by said city for the cost of local improvements, and this transfer is made upon condition that all such assessments shall be and remain valid and existing liens against said property until the same are paid."

Section 2. Whenever it shall appear from the records of the City Treasurer that payment in full has been made for any delinquent tax property sold by the City, the City Attorney is hereby authorized, when directed by the Delinquent Tax Committee, to order from the Title & Trust Company a policy of title insurance covering such property, insuring the title in the purchaser thereof to the full amount of the purchase price. The City Attorney is further authorized when ordering any such policy of insurance, to guarantee to the Title & Trust Company that all outstanding City liens entered

prior to the date of sale of such property will be cancelled and all claims for taxes on said property which are payable at the date of sale will be paid by the City.

Section 3. Inasmuch as this ordinance is necessary for the immediate preservation of the public health, peace and safety of the City of Portland in this: Considerable of the delinquent tax property owned by the City of Portland is being sold and it is necessary to issue deeds therefor and to secure policies of title insurance thereon without delay; therefore an emergency is hereby declared to exist and this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council JUL 5 1923

GEO. L. BAKER

Mayor of the City of Portland

Attest:

Geo. L. Fink
Auditor of the City of Portland.

5-28-23
Del Tax Com.