

	DESCRIPTION	ROLL NO	ODOMETER
AB 3-3	GLOVER, CEPHAS 2928 N. COMMERCIAL		
R 10-4	GODON, WOODROW 3127 N. COMMERCIAL		
E 3-6	GRANVILLE, VERTA 2653 N. COMMERCIAL COURT		
AB 3-8	GRONER, JAMES H. 2931 N. GANTENBEIN		
E 3-12	HALE, CORA LEE (MRS.) 535 N. RUSSELL		
A 4-2	ESTATE OF ZENOBIA HARRIS 222 N. IVY		
R 9-2	HART, JOHN & ROSENA 3141 N. GANTENBEIN		
A 2-6	HARVEY, KATHIE 217 N. MONROE		
A 2-6	HAWKINS, ERNESTINE 217 N. MONROE		
RS 4-9	HAWKINS, JAMES L. 7 N. RUSSELL		
RS 4-9	HENDERSON, SANTEE 7 N. RUSSELL		
E 4-5	HEPBURN, ELIZABETH 410-412 N. KNOTT		
R 14-4	HINES, WALTER 3036 N. KERBY		
A 3-8	HOGGANS, COTTRELL 250-52 N. COOK		
A 4-13	HORSMAN, CHERRY ALICE 3303 N. VANCOUVER		
R 15-3	HULL, LYNN 3006 N. COMMERCIAL		

RESIDENTIAL RELOCATION RECORD

Project Name Emmanuel Parcel No. R-9.2 Advisor cd
 Client's Name Hart, Winco Phone _____
 Address 3141 N. Gantembrix Ethn Black Age 59
 Male Family Married Renter/Occupant
 Female Individual Single Owner/Occupant

Family Composition

Economic Data

Total Number in Family 8
2 wife, husband

Employer \$ _____
 Address _____

Other:	Relation	Age	Relation	Age
	wife	51	DR	14
	SON	17	DR	12
	SON	16	SON	6
	SON	16		

Other Source of Income
Welfare \$ 130.00
Social Security 167.00
(Disability) \$ _____
 Total Monthly Income \$ (297.00)

Eligible for Public Housing YES NO Presently Receiving Welfare YES NO
 Eligible for Welfare YES NO Other Assistance _____
 Eligible for (Other) YES NO _____

Claimant was displaced from real property within the project area on or after date of pertinent contract for Federal assistance and/or date of HUD approval of budget for project:
 YES NO

Date of initial interview 1-8-71 Date of Info pamphlet delivery _____
 Date Notice to Move given _____ Date Effective _____ Expires _____

CLAIMANT'S INITIAL DATE OF OCCUPANCY 1967
 (a) for owner-occupants - indicate initial date of occupancy and ownership Oct 9, 1968
 Date of initiation of negotiations for purchase of property 5-14-71
 Date of Acquisition 9-14-71
 Date of letter of intent _____
 Date of move 11-11-71

DWELLING UNIT FROM WHICH RELOCATED

Private Sales	<input checked="" type="checkbox"/>	Single Family	<input checked="" type="checkbox"/>
Private Rental	<input type="checkbox"/>	Duplex	<input type="checkbox"/>
Other	<input type="checkbox"/>	Multiple Family	<input type="checkbox"/>

Age of Housing Unit _____

Size of Habitable Area 867

Furnished with claimant's furniture
 YES NO

Total Number of Rooms 5 Rent Paid \$ 717 Utilities _____

Number of Bedrooms 2 Monthly Housing Payments \$ _____ Taxes _____

Liens \$ _____ (please explain) _____

Acquisition Price \$ 5,500.00 Amenities _____

REPLACEMENT DWELLING UNIT

Address 5206 718 16th LPA Referred _____ Self Referred

Private Sales	<input checked="" type="checkbox"/>	Single Family	<input checked="" type="checkbox"/>
Private Rental	<input type="checkbox"/>	Duplex	<input type="checkbox"/>
Other	<input type="checkbox"/>	Multiple Family	<input type="checkbox"/>

Outside city Outside state

Age of Housing Unit _____

Size of Habitable Area 1800

No. of Rooms 7+ No. of Bedrooms 4

For Claimants Who Purchased

Purchase Price of Replacement Dwelling \$ 14,663

Taxes \$ 276.00

RHP or TACO (including incidental costs) \$ _____

For Claimants Who Rented

Rent \$ _____

Utilities \$ _____

Total Rent Assistance \$ _____

Amount of Annual Payment \$ _____

No. of Housing Referrals to:

_____ Standard Sales

_____ Standard Rent

Agency Referrals:

HUD _____ MCW _____ HAP _____ OTHER (_____)

_____ Food Stamp _____ Legal Aid _____ Other (_____)

Benefits Received

Date _____ Ck # _____ Type _____ Amount \$ _____

Date _____ Ck # _____ Type _____ Amount \$ _____

Date _____ Ck # _____ Type _____ Amount \$ _____

RESIDENTIAL RELOCATION RE

RELOCATION WORKER CD PROJECT NO. Ore. R-20 PARCEL R-9-2

NAME HART, John W. ADDRESS 3141 N. Gantenbein APT NO.

PHONE 287-1011 INITIAL INTERVIEW 1/8/71 SEX M W NW AGE 59

U.S. CITIZEN ALIEN VETERAN SERVICEMAN DATE ON SITE 4 yrs.

FAMILY COMPOSITION

Name	Relation	Age
Rosena	wife	51
Gene Aulry	son	17
Andrew Lee	"	16
Ernest Lee	"	16
Eliza Ann	daughter	14
Peggie Lee	"	12
Kennard	son	6

Employer: Name Retired \$
 Address
 MCH X Caseworker Cutshaw 130.00
 Social Security Disability 113.00
 VA. Fed. Mult Co.
 Pension: Name
 Other: Name S.S. (children) 54.00
 TOTAL MONTHLY INCOME 297.00

Rent (owner), Inc. Heat - Water - Gas - Gar - Elec - Unfurn x Furn No. Rms

ELIGIBILITY FOR PUBLIC HOUSING: (yes or no)

Over 62 x Disabled(Soc.Sec.def.) Income below limits x Assets below limits x

221 CERTIFICATE OF ELIGIBILITY: Date delivered by

Notify in case of accident:

Name Address Phone

Information Statement given to Mrs. Hart on 5/13/71 by JC

Notice to move given to on by

Payments: Amount \$ Check No. Date delivered Moved by self (or)
 moved by moving company (Phone)

REMOVED FROM CASELOAD: (Date)
 Refused assistance
 Relocated in:
 Low-rent public housing
 Other perm. public housing
 Standard priv. rent hsg.
 Sub-standard priv. rent hsg. with refusal of further aid
 Standard sales housing
 Sub-standard sales hsg.
 Out-of-town
 Address unknown, abandoned
 Evicted, no further assistance
 Other (explain)

REMAINING ON CASELOAD:
 Address unknown, tracing
 Evicted, further assistance contemplated
 Temporarily relocated by LPA within project:
 Address
 outside project:
 Address

FAMILY REFUSED ADDITIONAL ASSISTANCE.

Date Worker

RELOCATION REFERRALS:

Address	Inspection Certified By	Date
<u>3318 N. Missouri</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

NEW ADDRESS: 5206 N. E. 16th Zip Phone 284-6534

DATE	NOTES	C/W
1/8/71	Mrs. Hart called to ask about project and benefits. Has 6 children and 3 bedroom house at present time explained RHP payments and moving expenses.	WSJ
1/15/71	Mr. Hart came into the office. They have lived in project (Ashley house) almost 4 yrs. Have purchased another home and wanted to know if they could relocate in it. He didn't want to rehab so invested money in new house (will or is) renting new house so he can stay in project. Is anxious to get started. Feels residents will get adequate compensation and therefore better housing than they have now. (new property at 3318 N. Missouri)	JC
1/20/71	Mrs. Hart came in and wanted to know when we were going to start paying for people's property. Told her project not yet approved. Will notify all residents when ready	JC
1/21/71	Mrs. Hart called in to see if we knew anyone who would buy her house - wants to sell immediately. Explained relocation benefits she might be eligible for if she waits until project begins. She decided that she probably would wait. She said they have 8 in the family.	WSJ
2/12/71	Survey: called office in response to card left in door - in hurry to leave.	SLC
5/5/71	Called wanted to know when she would get paid off. She wants to be first on the list for purchase and moving.	JC
5/13/71	The Harts came in after receiving the "Option to Sell" papers. Info receipt signed. Explained benefits entitled to make appt. for 11:00 a.m. 5/14/71	JC
5/14/71	Explained again benefits entitled them in addition to sale price. Got signatures on info letter. They are taking interim payment. There are taking fixed moving expense. Will call when house can be inspected and inventory taken. Signed Option to Sell, added RHP to paper for claimant benefit. Option to sell price \$5500.00	JC
6/1/71	Mrs. Hart, after seeing house she wanted, stopped by and asked if she could do something to hold it. I suggested she write E.M. based on her receiving an additional relocation payment. Explined to Mrs. Hart that there wasn't anyway we could tell her what she would get for a ARP until we obtained some type of instruction. She seemed not to understand that. When she called from Real Estate (R.E. Jouno) Stan J. tried to explain, I tried to explain but we couldn't. We need this spelled out. She said she had signed document that she would get \$15,000 over and above the old house. She had picked a house for \$13,500.	CD
* See below *		
6/7/71	Received letter from City Inspector on house that Hart's purchased prior to project beginning at 3318 N. Missouri (in file). This property needs much work done and does not appear to meet their needs. Have advised them previously that we felt property was not standard and to receive RHP they would have to purchase another property.	
6/2/71	Letter from doctor, saying that because of Mr. Hart's health he should have a ground floor bedroom.	BCW
6/4/71	Received letter from City Inspector re property at 5115 N.E. 24th Ave., citing 12 items of noncompliance. Received FHA conditional commitment.	BCW

DATE	NOTES	C/W
6/8/71	Visited the Harts to find out what they wanted for a house. They decided against the house at 5115 N.E. 24th Avenue, because it had too many repairs to be done. Inspected a house at 5106 N.E. 16th which they had looked at. It has 5 bedrooms. Very nice, new exterior paint and adequate for their family. I inspected the house at 3141 N. Gantenbein. It was fully furnished with 2 bedrooms. The dining room and enclosed back porch are also used for bedrooms. The basement also used as extra spare bedroom. We will have to determine their RHP and explain it so they thoroughly understand.	JC
6/11/71	Mr. and Mrs. Hart wanted to know about the \$5,000.00 from relocation to Escrow. I took the papers over to them to sign for it. They were reluctant to sign and are a bit disurbed about the whole set up, because they do not understand all the ramifications of the program	
6/11/71	Letter of inquiry from Bruce Y. Curry. (Letter missing from file)	BCW
6/22/71	Reply to Mr. Curry's letter.	BCW
7/30/71	Received copy of earnest money on house at 5206 N.E. 16th Ave.	BCW
8/13/71	Received copy of City inspection report on property at 5206 N.E. 16th Ave.	BCW
8/31/71	Received copy of credit report.	BCW
9/2/71	Received extension of time on earnest money.	BCW
9/9/71	Received letter from housing inspector. Property now standard.	BCW
9/13/71	Received signed RHP claim form.	BCW
9/17/71	\$8,000 RHP placed in escrow.	
9/20/71	Letter of assurance to Columbia Mortgage.	
11/15/71	Funds released from escrow.	
11/23/71	Received closing statement.	
11/24/71	Paid fixed moving expense claim.	
3/10/72	Letter from housing inspector citing several items of non-compliance.	
4/30/72	Received letter from Senator Packwood's office, with copy of letter client sent to him.	
5/11/72	Memo to Don Silvey from Norm Beukelman re efforts to meet complaints from client.	
5/19/72	Received copy of letter from building inspector, citing some deficiencies.	BCW
3/28/73	RECEIVED ^{COPY OF} LETTER FROM J.P. STIRLING TO MAYOR MADE APPOINTMENT @ SUSAN KERR FOR MEETING 4/12/73 AT MAYOR'S OFFICE TO MEET @ MRS. HART & ATTORNEYS.	
4/6/73		
4/9/73	TELEPHONED CIV. BOTH HE AND DSS ARE OUT UNTIL 4/11/73. LEFT MESSAGE	

John and Rosena Hart Documentation

INTERVIEW REGISTER

Date		Relocation Worker
4/12/ 73	Meeting at Mayor's office - See Memo this date.	BCW
4/17	Second offer letter to Mrs. Hart.	BCW
5/11	Follow up to our 4/17/73 letter.	BCW
?	Inspected property with D. L. Morris, contractor.	BCW
6/20	Received letter from J. P. Stirling, attorney.	BCW
6/27	Delivered claim form and copy of contract to Mrs. Hart. No one was at home. Left letter in mail box.	BCW
?	Received signed claim form from Mrs. Hart.	BCW
7/9	Mrs. Hart telephoned - wanted to know when work will start. I telephoned D. L. Morris.	BCW
7/10	Telephoned Mrs. Hart. Workman started today. Reached telephone agreement with D. L. Morris to change contract dates. Starting date July 5 - 9. Allow 15 days. Work to be completed on or before July 25.	BCW

July 11, 1973

Mr. Duane E. Patterson
Relocation Specialist
Department of Housing and Urban Development
520 S. W. Sixth Avenue
Portland, Oregon 97204

Dear Duane:

Re: Mr. and Mrs. John W. Hart
5206 N. E. 16th Avenue, Portland, Oregon
Dwelling Inspection for DS & S by
HUD Standards

Enclosed is a copy of our proposal to Mr. Hart based on your inspection of the Harts' property.

To enable us to complete our file, will you please confirm that this proposal is in accordance with your inspection.

Thank you for your attention in this matter.

Very truly yours,

Benjamin C. Webb
Chief, Relocation and
Property Management

BCW:ch
Enclosure

Tag in file

April 17, 1973

Mr. and Mrs. John W. Hart
5206 N. E. 16th Avenue
Portland, Oregon 97211

Dear Mr. and Mrs. Hart:

In accordance with the agreement reached at the April 12, 1973 meeting at City Hall, we reiterate the offer made to you in our letter of July 28, 1972 to authorize the repair work on your property approved by the representative of the Department of Housing and Urban Development as a result of his July 10, 1972 inspection, viz.:

GUTTERS:

Install downspout on front of house, step side.

FLASHING ON THE CHIMNEY:

Check for leakage.
Check ridge roll.
Check vent pipe.
Repair as needed.

WINDOWS:

Insure that all rooms have one operable window.
Replace glass and glazing where needed.

BEDROOMS:

Install closet door in upper northeast bedroom.
Paint master bedroom downstairs, walls only.
Paint entire water-stained bedroom upstairs.

PLUMBING:

Install water closet gasket seal.
Install tub drain seal.
Replace laundry tray trap.
Install floor drain grate.
Roto Rooter sewer line.

Mr. and Mrs. John Hart
Page 2
April 17, 1973

ELECTRICAL:

Replace ceiling pull-down type fixture in dining room.
Clear the wiring on the downspout from house to garage.

We would appreciate your concurrence before work is commenced on this property. If these repairs appear acceptable to you, please sign and return the attached copy.

As agreed at the April 12, 1973 meeting, acceptance of the proposed repairs does not prevent you from making additional appeals to HUD if you are still dissatisfied. However, the above-mentioned repairs are the full extent of repairs that we have been authorized by HUD to make to this date.

Very truly yours,

Benjamin C. Webb
Chief, Relocation and
Property Management

BCW:ch

Signed: John W. Hart
Rosena J. Hart
Date: May 14th 1973

cc: Miss Susan Kerr, Mayor's Office
Mr. Jim McCandlish, Legal Aid
Mr. J. P. Stirling, Attorney at Law
Mr. Robert Nelson, C-CAP Office

MEMORANDUM

Date May 25, 1973

TO: CET
FROM: BCW
SUBJECT: Rehab. - John and Rosena Hart

Please see the attached file and note that the Harts are the people who wrote to Senator Packwood, among others, and complained that their house was not standard at the time they were relocated. As a result of the letter, we asked for a HUD inspection. The HUD inspector authorized certain work to be done, but the Harts wanted more.

Following a meeting at the Mayor's office and two follow-up letters from us, they have at last authorized us to authorize the work.

We will now be required to obtain estimates from contractors, and on the basis of the estimates prepare claim forms and authorize the work. The cost will be paid out of relocation funds, up to the amount of their unspent grant, which is just under \$7,000.

My question is this: Should Relocation or Rehab prepare the "specs" and ask for the bids?

BCW:ch

August 2, 1973

Morris Construction Company
1712 N. E. Hogan Drive
Gresham, Oregon 97030

Attention: Mr. Dwight Morris

Gentlemen:

We have enclosed our Varrant No. 785 EH in the amount of \$1,163. This is in full compensation for the work performed by you on the property at 5206 N. E. 16th Avenue, Portland.

Very truly yours,

Benjamin C. Webb
Chief, Relocation and
Property Management

BCW:ch
Enclosure

cc: John Hart
J. P. Stirling, Attorney at Law

PORTLAND DEVELOPMENT COMMISSION

1700 S.W. FOURTH AVENUE
 PORTLAND, OREGON 97201

N^o 785 EH

DATE July 11, 19 73

PAY TO **Morris Construction Company**

\$ 1,163.00

DOLLARS

TO THE TREASURER OF THE
 CITY OF PORTLAND, OREGON



AUTHORIZED SIGNATURE
NON-NEGOTIABLE
 AUTHORIZED SIGNATURE

Portland Development Commission · 224-4800

DETACH BEFORE DEPOSITING CHECK

DATE	INVOICE OR CONTRACT NOS.	DESCRIPTION	AMOUNT
		Reimbursement per Claim for Additional Replacement Housing Payment filed. Move from 3141 N. Gantenbein (Parcel R-9-2), John W. & Rosena Hart.	\$1,163.00

Account Distribution

NO. TITLE AMOUNT



REGION X
Arcade Plaza Building
1321 Second Avenue
Seattle, Washington 98101

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PORTLAND AREA OFFICE
CASCADE BUILDING, 520 S.W. SIXTH AVENUE, PORTLAND, OREGON 97204

July 13, 1973

RECEIVED

JUL 16 1973

IN REPLY REFER TO:
10.2PP Patterson
221-2608

Mr. Ben C. Webb
Chief, Relocation & Property Management
Portland Development Commission
1700 S. W. Fourth Avenue
Portland, Oregon 97201

PORTLAND DEVELOPMENT COMMISSION

Dear Ben:

Subject: Mr. and Mrs. John Hart
5206 N. E. 16th Avenue
Portland, Oregon
Inspection of Dwelling for DS & S Determination
K-V-S A-5 NDP Project

In reviewing your letter covering the authorized repair work that is necessary to abate the existing problems on the Hart residence, I feel you have covered the discrepancies that were determined to need correction by me in my inspection of this property and therefore concur in your work write-up.

If I can be of further assistance, please let me know.

Sincerely,

Duane E. Patterson
Relocation Specialist

0600 E60 901

CLAIM FOR REPLACEMENT HOUSING PAYMENT FOR HOMEOWNERS

NAME AND ADDRESS OF DISPLACING AGENCY
Portland Development Commission
1700 S. W. Fourth Avenue
Portland, Oregon 97201

PROJECT NAME EMANUEL HOSPITAL PROJECT
PROJECT NO. ORE. R-20
PARCEL NO. R-9-2

PENALTY FOR FALSE OR FRAUDULENT STATEMENT. U.S.C. Title 18, Sec. 1001, provides:
"Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies . . . or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both."

1. FULL NAME OF OWNER-OCCUPANT CLAIMANT (as shown in deed to displacing agency or in condemnation proceeding) 2. DATE OF DISPLACEMENT:

HART, John W. & Rosena

Family Individual

Amount of differential payment claimed \$ 9,163

Amount of interest payment claimed \$ -0-

Costs incidental to purchase \$ 158

TOTAL \$ 9,321

Minus adjustments

Explanation: Prior Payments -\$ 8,158

(\$8,000 + \$158)

Total Replacement Housing Payment for Homeowner: \$ 1,163

I submit this information in support of a claim for a Replacement Housing Payment under Section 203 of P.L. 91-646, as amended, and I certify under the penalties and provisions of U.S.C. Title 18, Sec. 1001, and any other applicable law, that the information submitted herewith has been examined by me and is true, correct, and complete, and that I understand that, apart from the penalties and provisions of U.S.C. Title 18, Sec. 1001, and any other applicable law, falsification of any item submitted herewith may result in forfeiture of the entire claim.

6-28-73
Date

John W Hart - Rosena J Hart
Signature of Owner-Occupant(s)

CERTIFICATION OF LOCAL AGENCY

This is to certify that the property purchased by the claimant has been inspected and the property was occupied by the claimant within one year following his displacement. I further certify that I have examined this claim and have found it to be in accord with the applicable provisions of Federal law and the regulations issued by the Department of Housing and Urban Development pursuant thereto. Therefore, this claim is hereby approved and payment in the amount of \$ 1,163.00 is authorized.

7-6-73
Date

[Signature]
Authorized Signature

RECORD OF PAYMENT

Date of Payment: 7-11-73 Check No. 785EN Amount: \$ 1163.00

A. COMPUTATION OF DIFFERENTIAL PAYMENT

Required Information

- 1. Actual purchase price of replacement housing: \$ 14,663
- 2. Cost of comparable replacement dwelling (cost based on:
 Schedule Comparable Other) \$ 21,940
 Sq.Ft. of former dwelling _____ No. of bedrooms _____
- 3. Acquisition payment made by agency for claimant's former dwelling \$ 5,500

Computation

- 4. Line 1 or Line 2, whichever is less \$ 14,663
- 5. Minus Line 3 - \$ 5,500
- 6. Amount of differential payment or \$15,000, whichever is less \$ 9,163
- 7. Total approved \$ 9,163

B. REQUIRED DOCUMENTATION

- 1. If claimant purchased and occupies replacement dwellings:
 - a) Date purchase agreement signed (earnest money) Date: 7/30/71
 - b) Date of settlement (closing) Date: 9/15/71
- 2. If claimant has purchased but does not occupy replacement dwelling:
 - a) Purchase contract signed Date: _____
 - b) Date of settlement Date: _____
 - c) Date of expected occupancy Date: _____

C. INCIDENTAL EXPENSES (List incidental expenses incurred by claimant in connection with purchase of replacement dwelling.)

Item (a)	COSTS INCURRED BY CLAIMANT			FOR LOCAL AGENCY USE
	Charged to Claimant on Closing Statement (b)	Paid Directly By Claimant (c)	Amount Claimed (Col. (b)+(c)) (d)	Amount Approved (e)
See prior claim	\$	\$	\$	\$ 158.00
TOTAL	\$	\$	\$	\$

Listing of documents submitted herewith in support of amounts entered in Column (d) above: (Documentation for the above claim must be submitted.)

RECEIVED

JUL 2 1973

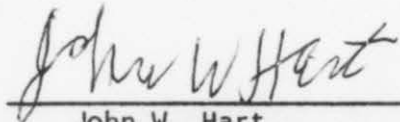
PORTLAND DEVELOPMENT COMMISSION

Portland Development Commission
1700 S. W. Fourth Avenue
Portland, Oregon 97201

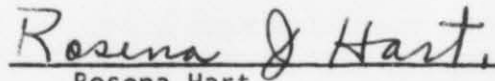
Gentlemen:

You are hereby authorized to pay directly to Morris Construction Company \$1,163 in respect of the attached claim, upon receipt of certification from Bureau of Buildings, Electrical, and Plumbing Department inspectors of the City of Portland, that the work specified at Exhibit A of this claim has been performed in accordance with the proper City codes.

Very truly yours,



John W. Hart



Rosena Hart

Date 6-28-73

PORTLAND DEVELOPMENT COMMISSION
CONSTRUCTION CONTRACT

for Rehabilitation of Structures in
the City of Portland, Oregon

Loan # ____/____/____/____

THIS AGREEMENT

made this 21st day of June, 19 73,

BY AND BETWEEN PORTLAND DEVELOPMENT COMMISSION,

hereinafter called the owner, and MORRIS CONSTRUCTION COMPANY,

hereinafter called the contractor:

WITNESSETH

that the owner and the contractor for the considerations hereinafter named
agree as follows:

ARTICLE 1. SCOPE OF THE WORK

The contractor shall furnish all of the materials and perform all of the work
shown on the Drawings and described in the Specifications entitled:

PORTLAND DEVELOPMENT COMMISSION
SPECIFICATIONS AND WORK WRITE-UP

Property to be Rehabilitated, 5206 N.E. 16th,
prepared by the Portland Development Commission acting as and in these contract docu-
ments entitled the Commission; and shall do everything required by this agreement,
the General Conditions of the Contract, and the Specifications and the Drawings.

ARTICLE 2. TIME OF COMPLETION

The work to be performed under this contract shall be commenced and completed as
follows:

To be commenced not before June 22,, 19 73 and not later than
June 25, 19 73 unless otherwise agreed on in writing. To be completed
within ten (10) working days after commencement of the work.

Completion Date July 6,, 19 73.

ARTICLE 3. THIS CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows:

(\$ 1,163.00-----)

One thousand one hundred sixty three and no/100----- Dollars.

Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the Owner or the Contractor, there shall be a equitable adjustment of the Contract to prevent such hardship.

ARTICLE 4. PROGRESS PAYMENTS

The Owner shall make payments on account of the Contract as provided therein, as follows:

A single payment at certified completion of work.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice from the Contractor that the work is ready for final inspection and acceptance, the Commission shall promptly make such inspection; and when he finds the work acceptable under the contract and the contract fully performed, he shall promptly call for city inspection to issue a final certificate or letter stating the property now meets all city codes. The entire balance now becomes due and shall be paid within fifteen (15) days, subject to written acceptance of the Owner.

Before issuance of final payment, the Contractor shall submit evidence satisfactory to the Commission that all payrolls, material bills, and other indebtedness connected with the work have been paid or otherwise satisfied.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Commission so certifies, the Owner shall, upon certificate of the Commission, and without terminating the contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6. NON-DISCRIMINATION

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 7. THE CONTRACT DOCUMENTS

The General Conditions of the Contract, the Supplementary General Conditions, the Specifications and the Drawings, together with this Agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. There follows an enumeration of the Contract Documents:

ARTICLE 8. THE CONTRACT DOCUMENTS

- (1) This Contractual Agreement.
- (2) Work Write-Up and Specifications; and Drawings, if any.
- (3) General Conditions of this Contract.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first above written.

PORTLAND DEVELOPMENT COMMISSION

Owner

By: 

Owner

Date: 7-6-73

MORRIS CONSTRUCTION COMPANY

Contractor

By: 

Date: _____

EXHIBIT A
5206 N. E. 16th Avenue
Portland, Oregon

SCOPE OF WORK

The Contractor shall furnish all materials and labor, tools, equipment, etc. necessary to complete the work required for fix-up of the residential property specified hereinafter. All repairs are to be done according to the City of Portland code in a workmanlike manner.

MATERIALS

- a. Glass and Glazing. All window glass to be replaced as indicated hereinafter shall receive 3/16" sheet B grade.
- b. Downspouts. Downspouts shall be 2" round 28 gauge galvanized steel with 1 1/2" side straps 6" o.c. maximum.
- c. Plumbing Fixtures and Materials. To be approved by Plumbing Inspector, City of Portland.
- d. Electrical Fixtures and Materials. To be approved by Electrical Inspector, City of Portland.

WORK TO BE PERFORMED - 5205 N. E. 16th Avenue

1. Install downspout on front of house with 2" round 28 gauge galvanized steel with strap. \$ 40.00
2. Install new flashing at ridge (pan type) of chimney at intersection with roof mastic. Install flashing at vents with flashing to extend 6" to 8" (roof slope). Insure against leakage. 86.00
3. ~~Install seven~~ operable (double hung standard) windows (approx. 2'0" x 2'6"). Glass and glazing as specified. Remove and replace loose putty. Insure at least one operable window in each habitable room. 300.00
4. Install closet door - upper northeast bedroom with hollow core - mahogany. Paint master bedroom downstairs, only, 2 coats Latex. Paint entire water-stained bedroom upstairs 2 coats Latex. 190.00
5. Install new water closet and gasket seal. Install tub drain seal. Replace laundry trap. Install floor drain grate. Roto Rooter on sewer lines. Patch wall behind water closet with like material. Resistant. 335.00
6. Replace electrical fixture in dinning room. Replace electrical service to garage. Certify balance of housing wiring to minimum code. 212.00

\$1,163.00

1168

5206 N.E. 16 DUNLIFT

Lay in John Hunt file

GUTTERS:

Install downspout on front of house, step side.

FLASHING ON THE CHIMNEY:

Check for leakage.
Check ridge roll.
Check vent pipe.
Repair as needed.

NEW RIDGE UNITS, STRIP SEAL
CAULK

WINDOWS:

Insure that all rooms have one operable window.
Replace glass and glazing where needed.

RE PUTTY.

BEDROOMS:

Install closet door in upper northeast bedroom.
Paint master bedroom downstairs, walls only.
Paint entire water-stained bedroom upstairs.

INCL. CLOSET

PLUMBING:

REPAIR WALL

Install water closet gasket seal.
Install tub drain seal.
Replace laundry tray trap.
Install floor drain grate.
Boto Rooter sewer line.

NEW TOILET BOWL
REPLACE DRAIN PIPE

NEW TRAP IN
BATH ROOM SINK

?

ELECTRICAL:

Replace ceiling pull-down type fixture in dining room.
Clear the wiring on the downspout from house to garage.

NEW

Fit broken
in bathroom
laundry tray

LOW ROOM CAULK SHOT 2 WINDOWS

METHUEN STRIP 3RD WINDOW

BATH ROOM WINDOW OPEN. WILL

REQUIRE NEW TOILET BOWL

T

4 0
8 6
3 0 0
1 9 0
3 3 5
2 1 2
1 1 6 3 T

HART, John
Residential
5206 N.E. 16th
Portland, Oregon

SCOPE OF WORK

The contractor shall furnish all materials and labor, tools, equipment, etc. necessary to complete the work required for fix-up of the residential property specified hereinafter. All repairs are to be done according to the code in a workmanlike manner.

MATERIALS

- a. Glass and Glazing. All window glass to be replaced as indicated hereinafter, shall receive 3/16" sheet B grade.
- b. Downspouts. Shall be 2" ~~half~~ round 28 ga. galvanized steel with 1 1/2" side straps 6" o.c. maximum.
- c. Plumbing Fixtures and Materials. Approved by Plumbing Inspector, City of Portland.
- d. Electrical Fixtures and Materials. Approved by Electrical Inspector, City of Portland.

WORK DESCRIPTION

- \$40.00 1. Install downspout on front of house with 2" half round 28 ga. galvanized steel w/strap.
- \$86.00 2. Install new flashing at ridge (pan type) of chimney at intersection with roof mastic. Install flashing at vents with flashing to extend 6" to 8" (roof slope). Insure leakage.
- \$300.00 3. Install seven operable (double hung standard) windows (approx. 2'0" x 2'6"). Glass and glazing as specified. Remove and replace loose putty.
- \$190.00 4. Install closet door - upper northeast bedroom with hollow core - mahogany.
Paint master bedroom downstairs - walls, only, 2 coats Latex.
Paint entire water-stained bedroom upstairs 2 coats, Latex.
- \$335.00 5. Install new water closet and gasket seal.
Install tub drain seal.
Replace laundry tray (trap).
Install floor drain grate.
Roto Rooter on sewer lines.
Patch wall behind toilet with like material. Resistant.
All plumbing done to code in a workmanlike manner.
- \$212.00 6. Replace fixture in dining room.

1163.-

Clear wiring from downspout from house to garage (possible hazard)
All electrical items must be repaired to code in a workmanlike manner.

OWNER'S CERTIFICATION AND ACCEPTANCE OF IMPROVEMENTS

LOAN NO. _____

OWNER:

STATE OF OREGON)
) ss.
County of Multnomah)

THAT I, the undersigned, being duly sworn, do depose and say that I am the owner of the property in the City of Portland, County of Multnomah, State of Oregon, legally described as follows:

THAT the improvements are hereby accepted by the undersigned from the contractor as being fully and satisfactorily completed in accordance with the contract.

THAT the undersigned hereby agrees to save harmless, the Portland Development Commission from any lien or liens which has or may hereafter arise in connection with said improvements, and agrees to cause the same to be immediately released of record, and guarantees that there are no conditional sales agreements nor lease purchase agreements incurred, outstanding or unpaid in connection with said improvements.

THAT THE FOREGOING agreement and the statements herein are for valuable consideration receipt whereof is hereby acknowledged, made as an express warranty and representation to the Portland Development Commission, its officers, agents or employes, that said improvements have been completed as contemplated, and paid for in full in accordance with the contract heretofore executed by owner herein, and ratifies all of the accounts and disbursements of funds heretofore made and to be made by the Portland Development Commission, its officers, agents or employes, or pursuant to their instruction.

John Hart

Owner

Owner

IN WITNESS whereof, this Certification and Acceptance has been duly signed by the Property Owner (s) in the presence of:

TITLE: _____

On this _____ day of _____, 19____

CONTRACTOR'S AFFIDAVIT, WARRANTY AND LIEN WAIVER

LOAN NO. _____

OWNER:

STATE OF OREGON)
) ss.
County of Multnomah)

THAT I, the undersigned, being duly sworn, do depose and say that I have contracted to construct, alter or repair an improvement on the real estate hereinafter described or having been employed to furnish labor or to furnish materials for the improvement being situated on certain real estate in the City of Portland, County of Multnomah, State of Oregon as follows:

THAT the improvements on the subject property have been fully and satisfactorily completed in substantial conformity with the contract: Provided that written notice of substantial nonconformity must be given to the affiant by the Property Owner, his heirs or assigns, within one year from the date of this affidavit.

THAT all the materials used in said improvement, all labor performed thereon and all fees, industrial insurance and permits, in connection with the said improvements which might give rise to liens on the within described property have been paid in full.

THAT the affiant hereby waives any lien or right to lien which he may have against the within described property and warrants to save harmless the said Property Owner and the Portland Development Commission from any lien or liens which are now in existence, or may hereafter arise by reason of said improvements, and cause the same to be released of record immediately.

THAT the foregoing waiver and these statements are an express warranty and the representation to the Portland Development Commission and the Property Owner of the facts herein sworn to and is made for valuable consideration, receipt whereof is acknowledged.

MORRIS CONSTRUCTION CO.

CONTRACTOR

BY *Al Morris*

IN WITNESS whereof, this Affidavit, Warranty and Lien Waiver has been duly signed by the Contractor, or his Agent in the presence of:

TITLE _____

On this _____ day of _____, 19____

INSPECTION AND DISBURSEMENT ORDER

LOAN # _____

OWNER _____

ADDRESS _____

ZIP CODE _____

For the purpose of obtaining payment of the listed items, the undersigned contractor hereby certifies and warrants to the Portland Development Commission and the Owner that the within laborers, mechanics, suppliers and sub-contractors have actually and satisfactorily completed that part of their work, labor or furnishing of materials in the amount and upon the job hereinafter set forth.

CONTRACTOR MORRIS CONSTRUCTION CO.

DATE 7/23/73

BY W. J. Morris

I certify that I have inspected the captioned property and that work is _____% satisfactorily completed in accordance with the contract and that the total construction disbursement to date, including the one requested here, do not exceed 80% of the work satisfactorily completed to date, I therefore approve this payment of \$ _____.

DATE _____

REHAB ADVISOR _____

PAYEE	THIS PAYMENT	CONTRACT BALANCE

TO: ACCOUNTANT, Portland Development Commission

You are hereby authorized to disburse the above amounts to the indicated payees.

Vern F. Schmidt, Supervisor, Finance Section

BY _____

ESCROW # _____

W-22
(10-66)

CERTIFICATE OF INSPECTION BUREAU OF BUILDINGS

Building Division, Portland, Oregon 7-19-73

This is to certify that final inspection has been made of the

erected under Permit No. Repairs 478536

Located at 5206 NE 16

Owned by HART

Erected by Morris

and found to comply with the Building, Housing and Zoning Codes. Plumbing, Electrical and Heating not included.

Completed this permit

David F. Mitchell
BUILDING INSPECTOR

FORM W-80
ORIGINAL WHITE
DUPLICATE BLUE

Repair

CITY OF PORTLAND, OREGON
BUREAU OF BUILDINGS
ELECTRICAL DIVISION

Certificate No. 62555

CERTIFICATE OF INSPECTION

Permit No. 126076 7-23, 1973

THIS IS TO CERTIFY, That the electrical [equipment installed] under the above permit at

[work done]

Street and Number 5206 NE 16
Owned by Hart has been inspected by the Electrical Division of the Bureau of Buildings, and found to comply with the Ordinances of the City of Portland.

CHIEF ELECTRICAL INSPECTOR

Contractor Gross Electric By Mel Cochran

NOTE—Any alteration of, or change in, any electrical wiring or apparatus makes this certificate void, unless a permit is issued for such alteration or change.

FORM W-204
(2-55)

CITY OF PORTLAND, OREGON
BUREAU OF BUILDINGS
PLUMBING DIVISION

CERTIFICATE OF INSPECTION

Permit No. 185085 7-5-73

THIS IS TO CERTIFY, That the plumbing work done under the above permit at 5206 NE 16th ave Owned by Hart has been inspected by the Plumbing Division of the Bureau of Buildings and found to comply with the Ordinances of the City of Portland.

FINAL INSPECTION

Contractor D & F Plbg 7-23 1973
RPH WC SB WB Trapp By L. A. Brown
PLUMBING INSPECTOR.
Prin. F. Drann

Plumbing

WAIVER OF LIEN

Portland Development Commission
Neighborhood Development Office
5630 N.E. Union Avenue
Portland, Oregon 97211

The undersigned performed labor, or services, or delivered and installed material used on the building project being constructed or improved for

Owner *Mr. Hart*

Address *5206 NE 16*

That the title of any material furnished is free of encumbrance: and that,

in consideration of payment directly to *Morris*

Const. Co.
(General Contractor)

the undersigned waive and release any and all liens, or claims, against said building and property or the owner thereof, for any and all of said labor, services or materials.

Company *D & F PLUMBING*

By *J. E. Leonard*

Date *7-24-73*

WITNESSED BY:

NAME _____

ADDRESS _____

alator

WAIVER OF LIEN

Portland Development Commission
Neighborhood Development Office
5630 N.E. Union Avenue
Portland, Oregon 97211

The undersigned performed labor, or services, or delivered and installed material used on the building project being constructed or improved for

Owner *Norm Hart*

Address *5206 NE 16*

That the title of any material furnished is free of encumbrance: and that,

in consideration of payment directly to *Morris Cont*
Co

(General Contractor)

the undersigned waive and release any and all liens, or claims, against said building and property or the owner thereof, for any and all of said labor, services or materials.

Company Gross Electric Co.

By *Donald J. Fish*

Date July 24, 1973

WITNESSED BY:

NAME _____

ADDRESS _____

June 27, 1973

Mr. and Mrs. John W. Hart
5206 N. E. 16th Avenue
Portland, Oregon 97211

Dear Mr. and Mrs. Hart:

We have enclosed a claim form for a Replacement Housing Payment for Homeowners. When properly signed by you, the form will authorize us to make payment for the rehabilitation work on your house authorized by HUD. Attached to the claim form is a letter authorizing us to make the payment directly to Morris Construction Company. Both the claim form and the letter require your signature.

We have also enclosed a copy of a contract between the Portland Development Commission and Morrison Construction Company. Please note that the contract calls for full payment to the contractor after it has been determined by the Commission that the work has been completed in a workmanlike manner.

Very truly yours,

Benjamin C. Webb
Chief, Relocation and
Property Management

BCW:ch
Enclosures

cc: J. P. Stirling, Attorney at Law
Richard E. Alexander, Attorney at Law

COMPUTATION OF DIFFERENTIAL PAYMENT

Required Information

- 1. Actual purchase price of replacement housing: \$ 14,663
- 2. Cost of comparable replacement dwelling (cost based on:
 Schedule Comparable Other) \$ 21,940
 Sq.Ft. of former dwelling _____ No. of bedrooms _____
- 3. Acquisition payment made by agency for claimant's former dwelling \$ 5,500

Computation

- 4. Line 1 or Line 2, whichever is less \$ 14,663
- 5. Minus Line 3 - \$ 5,500
- 6. Amount of differential payment or \$15,000, whichever is less \$ 9,163
- 7. Total approved \$ 9,163

B. REQUIRED DOCUMENTATION

- 1. If claimant purchased and occupies replacement dwellings:
 - a) Date purchase agreement signed (earnest money) Date: 7/30/71
 - b) Date of settlement (closing) Date: 9/15/71
- 2. If claimant has purchased but does not occupy replacement dwelling:
 - a) Purchase contract signed Date: _____
 - b) Date of settlement Date: _____
 - c) Date of expected occupancy Date: _____

C. INCIDENTAL EXPENSES (List incidental expenses incurred by claimant in connection with purchase of replacement dwelling.)

Item (a)	COSTS INCURRED BY CLAIMANT			FOR LOCAL AGENCY USE
	Charged to Claimant on Closing Statement (b)	Paid Directly By Claimant (c)	Amount Claimed (Col. (b)+(c)) (d)	Amount Approved (e)
See prior claim	\$	\$	\$	\$ 158.00
TOTAL	\$	\$	\$	\$

Listing of documents submitted herewith in support of amounts entered in Column (d) above: (Documentation for the above claim must be submitted.)

CLAIM FOR REPLACEMENT HOUSING PAYMENT FOR HOMEOWNERS

NAME AND ADDRESS OF DISPLACING AGENCY
 Portland Development Commission
 1700 S. W. Fourth Avenue
 Portland, Oregon 97201

PROJECT NAME EMANUEL HOSPITAL PROJEC
 PROJECT NO. ORE. R-20
 PARCEL NO. R-9-2

PENALTY FOR FALSE OR FRAUDULENT STATEMENT. U.S.C. Title 18, Sec. 1001, provides:
 "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies . . . or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both."

1. FULL NAME OF OWNER-OCCUPANT CLAIMANT (as shown in deed to displacing agency or in condemnation proceeding) 2. DATE OF DISPLACEMENT:

HART, John W. & Rosena Family Individual

Amount of differential payment claimed	\$ <u>9,163</u>	
Amount of interest payment claimed	\$ <u>-0-</u>	
Costs incidental to purchase	\$ <u>158</u>	
	TOTAL	\$ <u>9,321</u>

Minus adjustments

Explanation: <u>Prior Payments</u>		-\$ <u>8,158</u>
<u>(\$8,000 + \$158)</u>		

Total Replacement Housing Payment for Homeowner: \$ 1,163

I submit this information in support of a claim for a Replacement Housing Payment under Section 203 of P.L. 91-646, as amended, and I certify under the penalties and provisions of U.S.C. Title 18, Sec. 1001, and any other applicable law, that the information submitted herewith has been examined by me and is true, correct, and complete, and that I understand that, apart from the penalties and provisions of U.S.C. Title 18, Sec. 1001, and any other applicable law, falsification of any item submitted herewith may result in forfeiture of the entire claim.

_____ Date _____ Signature of Owner-Occupant(s)

CERTIFICATION OF LOCAL AGENCY
 This is to certify that the property purchased by the claimant has been inspected and the property was occupied by the claimant within one year following his displacement. I further certify that I have examined this claim and have found it to be in accord with the applicable provisions of Federal law and the regulations issued by the Department of Housing and Urban Development pursuant thereto. Therefore, this claim is hereby approved and payment in the amount of \$ _____ is authorized.

_____ Date _____ Authorized Signature

RECORD OF PAYMENT
 Date of Payment: _____ Check No. _____ Amount: \$ _____

April 18, 1974

Mr. and Mrs. John W. Hart
5206 N. E. 16th Avenue
Portland, Oregon 97211

Dear Mr. and Mrs. Hart:

Enclosed you will find our Warrant No. 921 EH in the amount of \$7.55.

This represents reimbursement of certain closing costs charged to you when your property at 3141 N. Gantenbein was acquired by the Portland Development Commission.

Very truly yours,

Benjamin C. Webb
Chief, Relocation

BCW:ch
Encl.

PORTLAND DEVELOPMENT COMMISSION

1700 S.W. FOURTH AVENUE
 PORTLAND, OREGON 97201

N^o 921 EH

DATE April 17, 19 74

PAY TO **John W. and Rosena J. Hart**

\$ 7.55

DOLLARS

TO THE TREASURER OF THE
 CITY OF PORTLAND, OREGON



AUTHORIZED SIGNATURE
NON-NEGOTIABLE

AUTHORIZED SIGNATURE

Portland Development Commission · 224-4800

DETACH BEFORE DEPOSITING CHECK

DATE	INVOICE OR CONTRACT NOS.	DESCRIPTION	AMOUNT
		Reimbursement per Claim for Settlement Costs filed. Move from 3141 N. Gantenbein (Parcel R-9-2).	\$7.55

Account Distribution

NO.

TITLE

AMOUNT

RELOCATION PAYMENT

PROJECT: Emanuel

PARCEL: R-9-2

PAYABLE TO: John W. and Rosena J. Hart

For: <input type="checkbox"/>	RHP for Homeowners	\$	_____
<input type="checkbox"/>	Incidental Expenses for Homeowners or Tenants.	\$	_____
<input type="checkbox"/>	RHP - Tenants & Certain Others - Rental: Total approved \$ _____; Annual amount	\$	_____
<input type="checkbox"/>	RHP - Tenants & Certain Others - Downpayment	\$	_____
<input checked="" type="checkbox"/>	Settlement Costs (on acquisition by LPA only).	\$	<u>7.55</u>
<input type="checkbox"/>	Interest Expense	\$	_____
<input type="checkbox"/>	Fixed Moving Payment	\$	_____
<input type="checkbox"/>	Dislocation Allowance.	\$	_____
<input type="checkbox"/>	Actual Moving Costs.	\$	_____
<input type="checkbox"/>	Storage Costs.	\$	_____
<input type="checkbox"/>	Business: Moving Expenses.	\$	_____
<input type="checkbox"/>	Business: In Lieu Payment.	\$	_____
<input type="checkbox"/>	Business: Storage Costs.	\$	_____
<input type="checkbox"/>	Business: Loss of Property	\$	_____
<input type="checkbox"/>	Business: Searching Expenses	\$	_____

Name of Client John W. and Rosena J. Hart Family Less - \$ _____*

Move from 3141 N. Gantenbein Individual Total \$ 7.55

Accounting: Indicate symbol and Accounting No.
 _____ Relocation Payment; _____ Project Cost *(_____)

0600 E60 901

CLAIM FOR RELOCATION PAYMENT

HUD-6147
(4-66)

(Settlement Costs Incurred by Owner)

NAME AND ADDRESS OF LOCAL AGENCY (Include ZIP code)

Portland Development Commission
1700 S.W. Fourth Ave.
Portland, Oregon 97201

PROJECT NAME (If applicable)

Emanuel Hospital Project

PROJECT NUMBER

ORE. R-20

INSTRUCTIONS: Complete all applicable items and sign certification in Block 5. Consult the local agency as to documents to be submitted with this claim.

PENALTY FOR FALSE OR FRAUDULENT STATEMENT. U.S.C. Title 18, Sec. 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies . . . or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both."

1. IDENTIFICATION OF CLAIMANT

Name (as shown in deed to local agency or in condemnation proceeding)

HART, John W. and Rosena J.

Address (Include ZIP code)

5206 N.E. 16th Ave.
Portland, Oregon 97211

2. IDENTIFICATION OF PROPERTY

a. Address or Legal Description

The N. 29' of the S. 58' of Lots 1 and 2, Block 9, Subdivision or Riverview Addition to Albina

c. Did you occupy this property either as a resident or for the purpose of carrying out business operations?

Yes No

b. Parcel Number(s)

R-9-2

3. SETTLEMENT COSTS INCURRED BY CLAIMANT IN TRANSFERRING PROPERTY TO LOCAL AGENCY

ITEM (a)	COSTS INCURRED BY CLAIMANT			FOR LOCAL AGENCY USE
	CHARGED TO CLAIMANT ON SETTLEMENT STATEMENT (b)	PAID DIRECTLY BY CLAIMANT (c)	AMOUNT CLAIMED (d)	AMOUNT APPROVED (e)
Documentary Stamp Tax	\$ 6.05	\$ 6.05	\$ 6.05	\$ 6.05
Recording of Deed	1.50	1.50	1.50	1.50
TOTAL	\$ 7.55	\$ 7.55	\$ 7.55	\$ 7.55

4. LISTING OF DOCUMENTS SUBMITTED HERewith IN SUPPORT OF AMOUNTS ENTERED IN ITEM 3, COLUMN (c)

5. I CERTIFY under the penalties and provisions of U.S.C. Title 18, Sec. 1001, and any other applicable law, that this claim and information submitted herewith have been examined by me and are true, correct, and complete, and that I understand that, apart from the penalties and provisions of U.S.C. Title 18, Sec. 1001, and any other applicable law, falsification of any item in this claim or submitted herewith may result in forfeiture of the entire claim. I further certify that I have not submitted any other claim for, or received, reimbursement or compensation from any other source for any item of this claim, and that any receipts submitted herewith accurately reflect costs actually incurred.

B-11-74
Date

X John W. Hart Rosena J. Hart
Signature of claimant

FOR LOCAL AGENCY USE ONLY

A. DOES CLAIMANT MEET ALL TIMING REQUIREMENTS FOR ELIGIBILITY?

Yes No

If "No," explain:

B. DETAIL OF COSTS COVERING MORTGAGE PREPAYMENT PENALTY AND COSTS ALLOCABLE TO PERIOD SUBSEQUENT TO TRANSFER OF TITLE (Show basis for, and amount of, reimbursement due claimant for (1) any mortgage prepayment penalty, or (2) any taxes or public service charges paid by, or charged to, claimant for any period subsequent to vesting title or possession in the local agency, if the amount claimed was paid directly by claimant or if the computation is not shown on the settlement statement.)

C. EXPLANATION OF ANY DIFFERENCE BETWEEN AMOUNT OF REIMBURSEMENT CLAIMED AND AMOUNT APPROVED FOR PAYMENT

D. CERTIFICATION

I CERTIFY that I have examined this claim, and the substantiating documentation, and have found it to be in accord with the applicable provisions of Federal law and the Regulations issued by the Department of Housing and Urban Development pursuant thereto. Therefore, this

claim is hereby approved and payment is authorized in the total amount of \$ 7.55.

_____ Date

Thick LeCrosse
2443 Authorized signature

E. RECORD OF PAYMENT

Claim paid: \$ _____ by check No. _____ dated _____.

March 6, 1974

Mr. and Mrs. John W. Hart
5206 N. E. 16th Avenue
Portland, Oregon 97211

Dear Mr. and Mrs. Hart:

Re: Parcel No. R-9-2 - 3141 N. Gantenbein
Emanuel Hospital Urban Renewal Project

Dear Mr. and Mrs. Hart:

On September 14, 1971, the Portland Development Commission, as the duly designated Urban Renewal Agency for the City of Portland, acquired the above-described property from you as a part of the Emanuel Hospital Urban Renewal Project.

Under the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as the former owner you are entitled to be reimbursed for the following necessary expenses incurred by you in the transfer of the above-named property to the Commission:

- (1) Recording fees, transfer taxes, and similar expenses incidental to conveying such real property to the Commission;
- (2) Penalty costs for prepayment of any pre-existing recorded mortgage entered into in good faith, encumbering such real property; and
- (3) The pro rata portion of real property taxes paid which are allocable to a period subsequent to the date of vesting title in the Commission, or the effective date of possession of such real property by the Commission, whichever is the earlier.

Our records indicate that you have not been fully reimbursed for all of the above-mentioned costs incurred by you. We have, therefore, prepared the attached claim form covering those items for which you were not reimbursed. Please sign the claim form where marked in red and return to this office in the enclosed, stamped, addressed envelope within ten (10) days. Upon receipt of the completed claim form we will process your claim for payment.

Very truly yours,

Patrick LaCrosse
Acting Executive Director

BEC:ch
Encl.

May 25, 1973

CET

BCW

Rehab. - John and Rosena Hart

Please see the attached file and note that the Harts are the people who wrote to Senator Packwood, among others, and complained that their house was not standard at the time they were relocated. As a result of the letter, we asked for a HUD inspection. The HUD inspector authorized certain work to be done, but the Harts wanted more.

Following a meeting at the Mayor's office and two follow-up letters from us, they have at last authorized us to authorize the work.

We will now be required to obtain estimates from contractors, and on the basis of the estimates prepare claim forms and authorize the work. The cost will be paid out of relocation funds, up to the amount of their unspent grant, which is just under \$7,000.

My question is this: Should Relocation or Rehab prepare the "specs" and ask for the bids?

BCW:ch

May 11, 1973

Mr. and Mrs. John W. Hart
5206 N. E. 16th Avenue
Portland, Oregon 97211

Dear Mr. and Mrs. Hart:

We refer to our letter to you of April 17, 1973 and note that to date we have not received your reply. In the event that the letter has gone astray or become lost, we have enclosed a copy.

We will be unable to begin the work on your property until we have your written authorization.

Please let us have your reply in the near future.

Very truly yours,

Benjamin C. Webb
Chief, Relocation and
Property Management

BCW:ch
Enclosure

cc: Miss Susan Kerr, Office of the Mayor
Mr. Jim McCandlish, Legal Aid
Mr. J. P. Stirling, Attorney at Law
Mr. Robert Nelson, C-CAP Office

April 17, 1973

Mr. and Mrs. John W. Hart
5206 N. E. 16th Avenue
Portland, Oregon 97211

Dear Mr. and Mrs. Hart:

In accordance with the agreement reached at the April 12, 1973 meeting at City Hall, we reiterate the offer made to you in our letter of July 28, 1972 to authorize the repair work on your property approved by the representative of the Department of Housing and Urban Development as a result of his July 10, 1972 inspection, viz.:

GUTTERS:

Install downspout on front of house, step side.

FLASHING ON THE CHIMNEY:

Check for leakage.
Check ridge roll.
Check vent pipe.
Repair as needed.

WINDOWS:

Insure that all rooms have one operable window.
Replace glass and glazing where needed.

BEDROOMS:

Install closet door in upper northeast bedroom.
Paint master bedroom downstairs, walls only.
Paint entire water-stained bedroom upstairs.

PLUMBING:

Install water closet gasket seal.
Install tub drain seal.
Replace laundry tray trap.
Install floor drain grate.
Roto Rooter sewer line.

Mr. and Mrs. John Hart
Page 2
April 17, 1973

ELECTRICAL:

Replace ceiling pull-down type fixture in dining room.
Clear the wiring on the downspout from house to garage.

We would appreciate your concurrence before work is commenced on this property. If these repairs appear acceptable to you, please sign and return the attached copy.

As agreed at the April 12, 1973 meeting, acceptance of the proposed repairs does not prevent you from making additional appeals to HUD if you are still dissatisfied. However, the above-mentioned repairs are the full extent of repairs that we have been authorized by HUD to make to this date.

Very truly yours,

Benjamin C. Webb
Chief, Relocation and
Property Management

BCW:ch

Signed: _____

Date: _____

cc: Miss Susan Kerr, Mayor's Office
Mr. Jim McCandlish, Legal Aid
Mr. J. P. Stirling, Attorney at Law
Mr. Robert Nelson, C-CAP Office

MEMORANDUM

Date April 12, 1973

TO: The File
FROM: BCW
SUBJECT: Meeting at Mayor's Office re: Rehab of Harts' Property

On this date a meeting was held at the Mayor's office, between Robert Nelson of the American Friends Service; James McCandlish from Legal Aid; Susan Kerr and Bill Scott from the Mayor's office; J. P. Stirling, the Harts' attorney; Richard Alexander, PDC attorney; and B. C. Webb, PDC staff.

The meeting had been called by Miss Kerr for the purpose of reaching an agreement between the Harts and PDC with respect to the rehab work to the Harts' house, authorized by HUD.

It was agreed that the Harts would sign a copy of our July 28, 1973 letter if we would include language saying that by accepting this work they would not sign away their right for a further appeal to HUD.

BCW:ch

Duplicate

~~May 11, 1972~~

TO: Don Silvey
FROM : Norm Beukelman
SUBJECT: 5206 N.E. 16th Avenue
HART, John W.

5/9/72

Met with Chet Collingsworth of the City of Portland Housing Divisions, and picked up the reports they had on this property. I then went to the Hart's residence, but although Chet and I thought we heard voices inside, that was no answer.

Upon inspection of the exterior, the windows looked worn, but we could not tell from the side walk.

5/10/72

Mrs Hart called to ask why I had left a card in her door; I set up an appointment to inspect her home at 3:00.

Met Chet Collingsworth at the Hart property to inspect the conditions of the items that are on the City Housing Report, such as:

Plumbing

Stool leaking, bath tub drain leaking, and drain line to sewer line seems to have an obstruction of some kind (when a lot of water is drained down the sewer, it will back up in the basement.)

ROTTEN Windows

The windows are leaking in up stairs storage room, and need a stop put in; they are water stained and peeling very badly, but they seem to be sound.

One bedroom ceiling shows water stain which could be flashing around the chimney, which is not tarred enough.

The dining room light is a pull down type, with a wire on it to hold it close to the ceiling. The fixture in this room is inoperative at this time.

Memo to Don Silvey
May 11, 1972
Page 2

Bedroom Conditions as to Numbers

There are 2 bedrooms downstairs, one of which has an accordion door between the living room and bedroom, with a closet and another door for entry. Mrs. Hart stated that this is a den. It could be used as a den, but they are using it as a bedroom, and the City Inspector passed it as a bedroom.

Upstairs

There are 2 bedrooms and a storage room that cannot be used for a bedroom, which is sited in the City's Housing Report. Number 4 A west, second story dormer room, lacks the minimum required 7' 6" ceiling height for use as a habitable room.

The cracks in the N. E. downstairs bedroom have been repaired and have not cracked again, and have not been painted.

The down spouts appear to have been fixed in some way under the house.

This house should have been painted on the inside as well as the outside for certification for an FHA 235.

Called City Hall, Permit Division, to ask if plumbing work had been finalized by building inspector. I was told I had to wait until 2:30 to talk to Schofield.

Asked the Electric Division why a permit was taken out and for what. There was a plug circuit in the basement in violation of city code. Bohm Electric did the work of putting in the conduit, and it was finalized by the Electric Building Inspector on 9/1/71, but their report is still in file. I asked that the report be forwarded to Don Silvey.

I found the electric wires leading from the house to the garage touching the downspout on house.

In the basement, 1/4 of it has a $4\frac{1}{2}$ " retaining wall, with dirt from there to the foundation wall. Does this pass FHA?

Skim coat plaster on the outside of the basement walls is spalding.

Memo to Don Silvey
May 11, 1972
Page 3

5/11/72

Placed a call to the Plumbing Division, Mr. Schofield, to check on the work that had been done. Burfitt Plumbing did the work.

The following items were completed:

1. Check pressure relief valve, put on drain pipe
2. Install new kitchen sink trap and bushing
3. Install legal clean out plug.

Finalized by inspector on 9/15/71. Owner cleared rain drain and fixed settling problems.

On the "Notice of Defects in Plumbing" report, it sited that a sewer line is partially stopped up, and the bath tub is leaking. These problems have not been corrected as yet.

5/12/72

Called Columbia Mortgage. FHA final approval is dated 6/18/71, and signed by Black. Reimbursement agreement signed by seller, Ed Potter, on 11/17/71.

J. P. STIRLING
H. WILLIAM KRETZMEIER

J. P. STIRLING
ATTORNEY AT LAW
4111 N. E. TILLAMOOK STREET
PORTLAND, OREGON 97212

TELEPHONE
288-9291

RECEIVED

March 27, 1973

MAR 28 1973

PORTLAND DEVELOPMENT COMMISSION

Hon. Neil Goldschmidt
Mayor's Office
1220 S.W. Fifth Avenue
Portland, Oregon 97204

Attn: Susan Kerr

Re: Mr. and Mrs. John W. Hart
5206 N.E. 16th, Portland

Dear Sir:

On behalf of Mr. and Mrs. Hart, who have previously contacted your office, I am writing in regard to two matters:

- (1) The house they were provided by the Portland Development Commission which has not been brought up to standards; and
- (2) A threat of a mortgage foreclosure from Columbia Mortgage Company.

Mr. and Mrs. Hart were moved out of their home at 3141 N. Gantenbein and placed in another home at 5206 N.E. 16th.

There are a number of improvements and repairs to be done to the home on N.E. 16th Avenue. It appears that all that can be accomplished is to receive letters from a Benjamin C. Webb in the Portland Development Commission office. He has been demanding that Mrs. Hart sign a letter stating that this is all that she wants done to the house. We do not understand why he does not have the items repaired that he acknowledges should be repaired, and do so promptly. This has been going on since at least June of 1972. - WHERE IS LETTER ?

A copy of Mr. Webb's letter of August 1, 1972 indicates the items that he agrees should be accomplished. All that Mrs. Hart asks is that these be done.

There has been a further problem in that a portion of the house is sinking and there are cracks in the walls. We have asked for braces for this and Mr. Webb does not appear willing to provide this. In any event, we would like to have the items

Hon. Neil Goldschmidt
March 27, 1973
Page 2

set forth in his letter of August 1, 1972 completed without Mrs. Hart having to go on her knees to him to have it accomplished. He has already told her over the phone "if the house doesn't suit you, get out".

I am sending a copy of this letter to Mr. Webb for his information.

In regard to the mortgage, the Portland Development Commission apparently arranged for the Harts to have a mortgage with Columbia Mortgage Company. Their original payments were \$53 together with a subsidy of \$34. Because of an increase in taxes on the property, the Columbia Mortgage Company now asks for a monthly payment from the Harts of \$75. We compute that all they need is \$62.58. I am enclosing a copy of a letter from Columbia Mortgage to the Harts regarding the current payment and the new payment for your information.

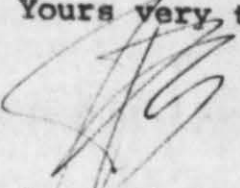
The Columbia Mortgage Company is now threatening foreclosure because Mrs. Hart has not paid the February and March payments. She sent a \$53 check to them for February and it was returned to her. I have re-submitted it and have suggested to them that the payments be \$62.58 per month.

The Harts' income is limited to \$338 for Mr. and Mrs. Hart and six children from social security. Mr. Hart is suffering from cancer and as Mrs. Hart puts it, just "eats medicine", which is very expensive.

We would appreciate your help in solving our problem with the Portland Development Commission and also in trying to arrive at some reasonable amount for mortgage payments for these people.

Your consideration of this matter will certainly be appreciated.

Yours very truly,



J.P. Stirling

JPS:lj
Enc.
cc Mr. and Mrs. John Hart
✓ Benjamin C. Webb

MEMORANDUM

Date February 22, 1973

TO: The File
FROM: BCW
SUBJECT: Telephone Call from Susan Kerr, Mayor's Office (248-4120)

I had a telephone call from Miss Kerr of the Mayor's office on this date, relative to Mr. and Mrs. John Hart. She said that Mr. Hart had telephoned her and said that PDC had relocated them into their present house on N.E. 16th Avenue and that at the time of relocation PDC had promised to fix up the house but so far had not done so.

I gave Miss Kerr a brief history of the Hart case, including the fact that at the time of relocation they had been so anxious to move that they had not really given us time to render much assistance and that they located the property on N. E. 16th Avenue themselves.

We discussed the case at some length. Miss Kerr indicated that she might call them and try to set up a meeting with the Harts. I also informed Miss Kerr that at one time the Harts had had an attorney and suggested that she might also contact the attorney. She indicated that she might call us back.

BCW:ch

December 13, 1972

Mr. J. P. Stirling
Attorney at Law
4111 N. E. Tillamook Street
Portland, Oregon 97212

Dear Mr. Stirling:;

Re: Mr. and Mrs. John W. Hart

We refer to your letter of November 27, 1972 and wish to advise that we have not submitted the above-mentioned case to the Department of Housing and Urban Development, as mentioned in your letter, because it appears to us that we are in substantial agreement.

With respect to paragraph one, please note that this condition was cited by the City Bureau of Buildings inspector in his letter of August 13, 1971. By his letters of September 9, 1971 and November 17, 1972 the Bureau of Buildings inspector has confirmed that this condition has been corrected. No further action is required.

With respect to paragraph two, it had been our intention to repair the cracks in the bedroom walls due to settling, at the time the house was repainted. This will be included in the specifications given to the contractor.

With respect to paragraph three, please refer to our letter of July 28, 1972 and note that we have already agreed to cover these items.

As you know, we are anxious to close this case. May we please have your client's agreement to our letter of July 28, 1972.

Very truly yours,

Benjamin C. Webb
Chief, Relocation and
Property Management

BCW:ch

EX. DIR.	
J.P. DIR.	✓
D. OPER.	
D. I.E.A.	
D. COM. S.	
D. PLAN.	
SP. ASST.	
BCW copy	
Master File Copy	

J. P. STIRLING
H. WILLIAM KRETZMEIER

J. P. STIRLING
ATTORNEY AT LAW
4111 N. E. TILLAMOOK STREET
PORTLAND, OREGON 97212

TELEPHONE
286-9291

November 27, 1972

RECEIVED

NOV 28 1972

PORTLAND DEVELOPMENT COMMISSION

Mr. Benjamin C. Webb
Portland Development Commission
1700 S.W. Fourth Avenue
Portland, Oregon 97201

Re: Mr. and Mrs. John W. Hart
5206 N.E. 16th Avenue

Dear Mr. Webb:

On behalf of Mr. and Mrs. John W. Hart, and in response to your letter to them of September 5, 1972, this is a written statement setting forth the reasons for objecting to your decision for repairs contained in your letter of August 1, 1972.

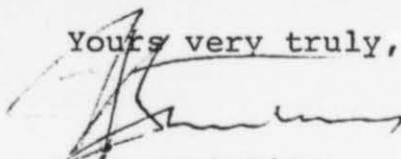
This letter is submitted so that you may refer the case to the DHUB for final determination.

The Harts would, of course, want the work performed that is outlined in your letter of August 1, 1972 but they also are asking for the following:

- (1) Bracing or some support provided for the master bedroom extension or other means to prevent any further settling.
- (2) Patch and repair the cracks in the master bedroom when painted.
- (3) Full compliance with the City of Portland requirements, particularly the deficiencies in the plumbing inspection report of March 1, 1972, as set forth in the City Building Inspections Director letter of November 17, 1972.

Your cooperation is and will be appreciated.

Yours very truly,



J.P. Stirling

JPS:lj
cc John W. Hart

LAY IN JOHN HART FILE

CONNIE McCREADY
COMMISSIONER
DEPARTMENT OF PUBLIC UTILITIES



BUREAU OF BUILDINGS
CITY HALL

C. N. CHRISTIANSEN, Director

Building Division
C. C. Crank, Chief

Electrical Division
R. A. Niedermeyer, Chief

Plumbing Division
George W. Wallace, Chief

Permit Division
Albert Clerc, Chief

Housing Division
S. J. Chegwidde, Chief

EX. DIR.	
DEP. DIR.	
D. OPER.	
D. ADM.	
D. COM. S.	
D. PLAN.	
SP. ASST.	
<i>BCW copy to</i>	
<i>NON " "</i>	
Master File Copy <input checked="" type="checkbox"/>	

RECEIVED

NOV 21 1972

PORTLAND DEVELOPMENT COMMISSION

CITY OF PORTLAND
OREGON

97204

November 17, 1972

Mr. J. P. Stirling
4111 NE Tillamook Street
Portland, Oregon 97212

Re: 5206 NE 16th Avenue

Dear Sir:

In reference to your letter of November 13, 1972 regarding the two-story, wood frame, four-bedroom dwelling and detached garage at the above address, on August 3, 1971 this vacant property was inspected by a representative of the Housing Division in response to a request from Mr. Crolley of the Portland Development Commission's Emanuel Hospital Relocation office. Our non-compliance letter to the Portland Development Commission, dated August 13, 1971, requesting correction of deficiencies noted followed this inspection.

Items 1, 2 and 3 cited in our letter were subsequently corrected by Edward F. Potter of 625 N. Buffalo Street, Portland. Item 4 was not corrected. However, Mr. Potter stated that the purchaser was aware that the room in question was not designed or approved to be used for a habitable room. Mr. Potter requested a re-inspection of these items on August 26, 1971. The re-inspection was made on September 1, 1971, following receipt of an approval from the Electrical Division covering work done on the property under their permit #101473.

Our letter of compliance to the Portland Development Commission, dated September 9, 1971, followed receipt of an approval from the Plumbing Division covering work done on the property under their permit #173099.

This completed our action on this inspection request, our objective being to meet a requirement of the Department of Housing and Urban Development that displaced persons from the Emanuel Hospital Urban Renewal Area be assured of safe, decent, sanitary housing.

On March 1, 1972 Mrs. Hart requested our inspection of the property. This inspection was made by Mr. Collingsworth of the Housing Division office, and included, at his request, an inspection by the Plumbing Division of the sanitary drainage system which, according to Mrs. Hart, had developed an intermittent backflow.

COPY

November 17, 1972

Our letter of non-compliance to Mrs. Hart, dated March 10, 1972, included the plumbing report and an item regarding inoperable furnace controls. Also included were several minor items cited under Property Rehabilitation Standards for the King-Vernon-Sabin Neighborhood Development Program although the program had not yet been funded. Our records indicate no further action on this inspection request from Mrs. Hart.

On May 10, 1972, the property was again inspected by Mr. Collingsworth, at the request of Mr. Beukelman of the Portland Development Commission, for compliance with City regulations and Property Rehabilitation Standards adopted for the King-Vernon-Sabin Neighborhood Development Program which had now been funded by the Department of Housing and Urban Development.

Our letter of non-compliance to the Portland Development Commission on May 19, 1972 referred to deficiencies as noted in the plumbing inspection report of March 1, 1972. Also noted in this letter were two violations of Property Rehabilitation Standards and five conditions of an incipient nature. Our records indicate no further action by the Portland Development Commission on this inspection request.

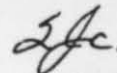
The proposed repairs, as set forth in Mr. Webb's letter addressed to Mr. and Mrs. Hart and dated July 28, 1972, do not appear as violations cited in our letters of August 3, 1971, March 10, 1972 and May 19, 1972, with the exception of his final item under "Plumbing" which refers to an obstructed drain line which was included in our plumbing report of March 1, 1972.

From our records and correspondence it would appear that there is no direct correlation between the three inspections made by the Housing Division and that conducted by a representative of the Department of Housing and Urban Development on July 10, 1972.

The objections to which you refer and which appeared in our letter of August 13, 1971 have been abated. The first three were abated by action of Mr. Potter and the fourth by virtue of our approval of the structure as a four-bedroom, rather than a five-bedroom dwelling.

Yours truly,

C. N. CHRISTIANSEN
BUILDING INSPECTIONS DIRECTOR



S. J. Chegwidan
Chief Housing Inspector

CHF:dm

cc: Portland Dev. Comm.

cc: Mr. Benjamin Webb, PDC, 1700 SW 4th Ave.

C
O
P
Y

CONNIE McCREADY
COMMISSIONER
DEPARTMENT OF PUBLIC UTILITIES



CITY OF PORTLAND
OREGON

97204

BUREAU OF BUILDINGS
CITY HALL

C. N. CHRISTIANSEN, Director
Building Division
C. C. Crank, Chief
Electrical Division
R. A. Niedermeyer, Chief
Plumbing Division
George W. Wallace, Chief
Permit Division
Albert Clerc, Chief
Housing Division
S. J. Chegwidan, Chief

August 13, 1971

Portland Development Commission
235 N. Monroe Street
Portland, Oregon 97227

Re: 5206 N. E. 16 Avenue

Hart

Attn: Mr. Crolley

Gentlemen:

As the result of a displaced person and your request an inspection was made by the Housing Division of the two-story, wood frame, four bedroom, single-family dwelling and detached garage at the above address.

Our inspector reports the following conditions are in noncompliance with City regulations:

1. Northeast bedroom addition appears to be settling as evidenced by vertical cracks in the bedroom walls and declination of east portion of the floors.
2. North and south downspouts of the northeast bedroom addition appear to be obstructed as evidenced by water stains on the exterior foundation wall.
3. East cellar wall and floor show evidence of water penetration.
Note: This area is adjacent to downspouts cited in preceding item #2.
4. A west second story dormer room lacks the minimum required 7' 6" ceiling height for use as a habitable room.

The above conditions may not constitute all of the corrections required for certification. Due to obvious deficiencies in the plumbing and electrical installation, it will be necessary that you request an inspection from the respective divisions for their certification.

Please notify the Housing Division of the Bureau of Buildings, 2200 N. E. 24 Avenue, Telephone 288-6077, when the corrections have been completed, under proper permit where required, and a reinspection can be made.

Yours truly,

C. N. CHRISTIANSEN
BUILDING INSPECTIONS DIRECTOR

S. J. Chegwidan

S. J. Chegwidan
Chief Housing Inspector

CHF:vo
cc: Plumbing & Electrical Div.

RP
November 7, 1972

Mr. J. P. Stirling
Attorney at Law
4111 N. E. Tillamook Street
Portland, Oregon 97212

Dear Mr. Stirling:

Re: Mr. and Mrs. John W. Hart

As requested by you in our telephone conversation of November 7, 1972, we have enclosed a copy of the September 9, 1971 letter from the City Building Inspector relative to the Hart property at 5206 N. E. 16th Avenue.

Very truly yours,

Benjamin C. Webb
Chief, Relocation and
Property Management

BCM:ch
Enclosure

J. P. STIRLING
H. WILLIAM KRETZMEIER

J. P. STIRLING
ATTORNEY AT LAW
4111 N. E. TILLAMOOK STREET
PORTLAND, OREGON 97212

TELEPHONE
288-9291

November 6, 1972

RECEIVED

NOV 7 1972

PORTLAND DEVELOPMENT COMMISSION

Mr. Benjamin C. Webb
Portland Development Commission
1700 S.W. Fourth Avenue
Portland, Oregon 97201

Re: Mr. and Mrs. John W. Hart

Dear Mr. Webb:

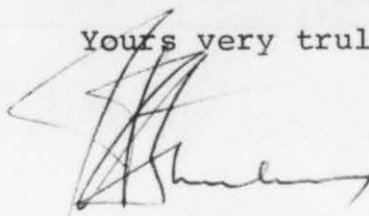
Thank you for forwarding the correspondence regarding this matter.

I have talked further with Mrs. Hart and there are a few things in addition to the matters listed in your letter of July 28, 1972. They are as follows:

- (1) Repair crack in master bedroom downstairs;
- (2) Braces for the master bedroom extension as the foundation is settling; and
- (3) Meet the requirements of the City inspection letter of August 13, 1971.

I trust this can be accomplished without any due delay.

Yours very truly,



J.P. Stirling

JPS:lj

October 26, 1972

Mr. J. P. Stirling
Attorney at Law
4111 N. E. Tillamook Street
Portland, Oregon 97212

Dear Mr. Stirling:

Re: Mr. and Mrs. John W. Hart

We refer to your letter of October 20, 1972, and as requested, we have enclosed a copy of our July 28, 1972 letter to Mr. and Mrs. John Hart. We have also enclosed a copy of an August 8, 1972 letter to the Harts, which we believe will further clarify the situation.

As suggested in your letter, we are quite anxious to satisfactorily close this case. We will be happy to work with you in any way that we can.

Very truly yours,

Benjamin C. Webb
Chief, Relocation and
Property Management

BCW:ch
Enclosure

EX. DIR.	
DEP. DIR.	<i>[Handwritten initials]</i>
D. OPER.	
D. ADM.	
D. COM. S.	
D. PLAN.	
SP. ASST.	
<i>BCW</i>	
Master File Copy	

J. P. STIRLING
H. WILLIAM KRETZMEIER

J. P. STIRLING
ATTORNEY AT LAW
4111 N. E. TILLAMOOK STREET
PORTLAND, OREGON 97212

TELEPHONE
288-9291

October 20, 1972

RECEIVED

OCT 24 1972

PORTLAND DEVELOPMENT COMMISSION

Mr. Benjamin C. Webb
Portland Development Commission
1700 S.W. Fourth
Portland, Oregon 97201

Re: Property of Mr. and Mrs. John Hart
5206 N.E. 16th, Portland 97211

Dear Mr. Webb:

Mrs. Hart has asked my advice respecting her problems in connection with the repair of her home.

She brought me your letter of September 5, 1972 but I do not have your letter of July 28, 1972 and wonder if a copy of that could be provided.

This apparently has been in process for some time and I would be hopeful of working toward a clearance.

Your cooperation will be appreciated.

Yours very truly,

[Handwritten signature]
J.P. Stirling

JPS:lj

September 5, 1972

Mr. and Mrs. John Hart
5206 N. E. 15th Avenue
Portland, Oregon 97211

Dear Mr. and Mrs. Hart:

We have completely reviewed your file from beginning to end, and again reached the conclusion that no work can be performed on your dwelling unless one of two conditions is met.

We either need to have your approval to go ahead on the repairs as set out in our letter to you dated July 28, 1972, or we need a written statement from you specifically setting out your reasons for objecting to our decision, and requesting that we refer your case to DHUD for final determination. One of the above-mentioned items must be done before we can proceed further, as we believe DHUD regulations will not permit us to do the repairs you have requested.

We are most anxious to assist you in having your house brought up to standard, and we believe this is the quickest way to do so.

Yours very truly,

Benjamin C. Webb
Chief, Relocation and
Property Management

BCW:MB:vm

RECEIVED

AUG 10 1972

PORTLAND DEVELOPMENT COMMISSION

EX. DIR.	
A. DIR.	
D. OPER.	<i>[Signature]</i>
SP. ASST.	
	<i>[BW]</i>
	<i>[DSS]</i>

5206 - N.E. 16th

Portland Oregon 97211

August 9th 1972

Portland Development Commission
1700 - S. W. Fourth Avenue
Portland Oregon, 97201

Regarding your letter to me dated Aug 8th 1972, signed by Benjamin C. Webb, Mr. Webb had stated that he would write me a letter telling me that "Unless my Husband got a medical report and sent him - there was nothing that would be done about the house. He also failed to state on his letter that he told me several times that we should sell the house, but when I mentioned the fact that P. D. C. should buy the house, he offered no comment."

Mr. Webb knows that I never mentioned to him at no time while he and Mr. Crolley was there that I wanted them to add no additional bed room to the residence - I only asked him if they was going to fix the former bed room that the city turned down - the city inspector

(2)

turned that room down. And that
Dormer Room is listed as a Bed
Room. you all can look on Record and
see if that house is listed as (3)
three Bed Room up stairs and (1) one
Bed room down stairs, and that small
den is not no Bed Room. I have never
asked you to add no additional Bed
Room. as I think it is only fair
that the Bed Room should be fixed.
you said the inspectors told you that
the foundation of this house have
been "stable" for a number of years.
now would you mind telling me what
"Inspectors" told you that the foundation
has been stable for years? Because well
do you know that the "City inspectors"
report dont say that. and another thing
you told me you was going to ask Mr.
Don Silney to tell you whether or not
my house was going to settle any more.
Any way when I talk to you on the Phone
you seems to get all upset - asking me
why did I Buy the house in the first
place - and if the house is not
satisfactory that we should sell it.
you seem to indicate that the money
is coming out of your pocket, you
should just admit the fact that

(3)

the Investigating that you all are doing now - I it should have been done before I was told to move into the house. you also mentioned about the house that I moved out of - I dont think it should be no concern of yours whether the house I moved out of even had a bedroom or not. what you should be concerned about is the Condition the house that I am now occupying is in. you being a ~~Black~~^{R.H.} Black person like I am, it is quite surprising to me about how upset you seem to get when you are talking with me about the things that is wrong with this house. I am not asking you are any one else to do anything special about this house - I know we should not have been told that our house ~~is~~ had been brought up to city standards when "none" of the work had been done to this house - and last but not least I think you all should Buy the house your self, since you seem to think we are lying about whats wrong with it. From
Mrs. John W. Hart.

August 8, 1972

Mr. and Mrs. John Hart
5206 N. E. 16th Avenue
Portland, Oregon 97211

Dear Mr. and Mrs. Hart:

On August 1, 1972 we received a telephone call from you relative to our letter to you of July 28, 1972. You indicated that the work proposed to be done in the July 28, 1972 letter did not cover all of the items that you wanted corrected. By agreement between you and ourselves, Mr. James Crolley and I visited you at your home on August 2, 1972. During our interview you indicated that our July 28, 1972 proposal would satisfy all of your complaints except raising the ceiling in one upstairs room, to allow it to qualify as a bedroom and to raise the foundation in the extension area of the downstairs master bedroom.

You were displaced from your former residence at 3141 N. Gantenbein by the Emanuel Hospital Project. You thereby qualified to receive a replacement housing payment to assist you in the purchase of a comparable replacement dwelling of your choice, adequate to your needs, under the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

The house from which you were displaced was a two-bedroom, 867 square foot unit and not adequate to your needs. According to the occupancy standards used by the Commission, you require a minimum of four bedrooms. The house that you now occupy has four bedrooms, exclusive of the upstairs room with the low ceiling, and therefore appears to meet your occupancy requirements without the extra bedroom. We have no authority to add an additional bedroom to your house in excess of your needs. However, if you feel that your occupancy requirements have not been met, please inform us in writing of your reasons. You have informed us that Mr. Hart requires a private bedroom for health reasons. If this is your reason for wanting an extra bedroom, please have your doctor supply us with a letter indicating that a private bedroom for Mr. Hart is required. We would then be in a position to reconsider your case.

With respect to the foundation in the master bedroom, we have been informed by the inspectors that there was an addition to the master bedroom.

Mr. and Mrs. John Hart
Page 2
August 8, 1972

Following the addition, there was a certain amount of settling but that the foundation has been stable for a number of years.

Based on the information we now have, it is our opinion that the HUD regulations will not permit us to perform any work to your house except the items mentioned in our letter of July 28, 1972. May we have your agreement?

If you are not prepared to agree, please send us your written objection with a request that we present your case to the Department of Housing and Urban Development for a final determination.

Very truly yours,

Benjamin C. Webb
Chief, Relocation and
Property Management

BCV:ch

MEMORANDUM

Date August 3, 1972

TO: The File
FROM: Benjamin C. Webb
SUBJECT: Rehabilitation of the Hart Property

On August 2, 1972 I received a telephone call from Mrs. John W. Hart relative to our letter to her of July 28, 1972. Mrs. Hart asked what we intended to do about the substandard bedroom that she had, which was substandard because of the low ceiling. She indicated that at the time she agreed to purchase the house, she had understood that this condition would be corrected. She further indicated that when she received a letter from the Bureau of Buildings saying that the substandard conditions had been corrected, she had assumed that this was one of the substandard conditions mentioned in the report, and that she had had her furniture and equipment moved into the house before going back to see that the work had not been done.

On this date, Mr. Crolley and I visited the Hart house. It does appear that the house is not adequate to their needs. Mr. Hart has indicated that because of health reasons he must have his own bedroom, and he has promised to have his doctor send us a letter to this effect. The present sleeping arrangements now are: the 16 year old boys have one bedroom; the two girls share another bedroom; Mr. Hart occupies the third bedroom; and Mrs. Hart and the 17 year old boy and the six year old boy share another bedroom. This is quite an unsatisfactory arrangement, and it does indicate the need for a fifth bedroom.

We did not go into detail as to what we propose to do with the Harts at this inspection, but we did promise to consider the matter further and let them know our decision at an early date. In the meantime, we propose not to proceed with the rehabilitation work mentioned in our July 28 letter until we determine whether or not we can do anything to meet the Harts' occupancy requirements.

BCW:ch

BED ROOMS ARE OF ADEQUATE SIZE TO ALLOW THREE PERSONS TO OCCUPY. THEREFORE IF (H) DOES NOT REQUIRE A SEPERATE BEDROOM HOUSE IS ADEQUATE

July 28, 1972

Mr. and Mrs. John Hart
5206 N. E. 16th Avenue
Portland, Oregon 97211

Dear Mr. and Mrs. Hart:

In accordance with the inspection made July 10, 1972 at 5206 N. E. 16th Avenue by a representative of the Department of Housing and Urban Development, we are prepared to repair the following items:

GUTTERS:

Install downspout on front of house, step side.

FLASHING ON THE CHIMNEY:

Check for leakage.
Check ridge roll.
Check vent pipe.
Repair as needed.

WINDOWS:

Insure that all rooms have one operable window.
Replace glass and glazing where needed.

BEDROOMS:

Install closet door in upper N. E. bedroom.
Paint master bedroom downstairs, walls only.
Paint entire water-stained bedroom upstairs.

PLUMBING:

Install water closet gasket seal.
Install tub drain seal.
Replace laundry tray trap.
Install floor drain grate.
Roto Rooter sewer line.

Mr. and Mrs. John Hart
Page 2
July 28, 1972

ELECTRICAL:

Replace ceiling pull-down type fixture in dining room.
Clear the wiring on the downspout from house to garage.

We would appreciate your concurrence before work is commenced on this property. If these repairs appear acceptable to you, please sign and return the attached copy. If this is not acceptable, or if you have any questions, please contact me.

Very truly yours,

Benjamin C. Webb
Chief, Relocation and
Property Management

BCW:ch

Signed: _____

Date: _____

7-19-72
Said
William
NK
(93)

July 11, 1972

MEMORANDUM

TO: File
FROM: Norm Beukelman
SUBJECT: Items to be Repaired
HART, John
5206 N. E. 16th
Parcel No. R-9-2

284-6534

An inspection was made July 10, 1972, of the John Hart property, with Duane Patterson, DHUD code specialist, to determine what repairs were to be made at this time. The following items were determined to need repairing:

GUTTERS:

~~Remove downspouts on the east side of house.~~
INSTALL FRONT OF HOUSE,
downspout on the step side.

FLASHING ON THE CHIMNEY:

Check for leakage
Check ridge roll
Check vent pipe
AND REPAIR AS NEEDED

WINDOWS:

INSURE THAT ALL ROOMS HAVE ONE
operable window, replace
glazing where needed, GLASS AND

BEDROOMS:

Install closet door in upper N. E. Bedroom.
Paint master bedroom downstairs, walls only.
Paint entire water-stained bedroom upstairs.

PLUMBING:

INSTALL Water closet gasket seal.
INSTALL Tub drain seal.
REPLACE Laundry tray trap
INSTALL Floor drain grate
Roto Rooter sewer line

7/27/72

MRS. HART REQUESTS THAT BEN WEBB SEND LETTER TO
HER SETTING FORTH WHAT WILL BE DONE BEFORE
SHE WILL PERMIT CONTRACTOR TO DO REPAIRS
SHE WOULD NOT ACCEPT WORK SHEET IS

Memo-July 11, 1972 (Cont.)
Parcel No. R-9-2

ELECTRICAL:

Replace ceiling pull-down type fixture in dining room.
Clear the wiring on the downspout from house to garage.

NOTE:

~~Specifications to be made up for bidding; contractor picked.~~
~~Relocation will assume the amount of the contract.~~

July 11, 1972

MEMORANDUM

TO: File
FROM: Norm Beukelman
SUBJECT: Items to be Repaired
HART, John
5206 N. E. 16th
Parcel No. R-9-2

An inspection was made July 10, 1972, of the John Hart property, with Duane Patterson, DHUD code specialist, to determine what repairs were to be made at this time. The following items were determined to need repairing:

GUTTERS:

The gutter on the front of the house needs a downspout on the step side. Determine where downspouts on the new addition empty. If they are running on the ground under the house, use splash box.

FLASHING ON THE CHIMNEY:

Check for leakage
Check ridge roll
Check vent pipe

WINDOWS:

All rooms need an operable window. Correct or replace where needed, glazing where needed, and paint with matching paint.

BEDROOMS:

Install closet door in upper N. E. Bedroom.
Repaint master bedroom downstairs, walls only.
Paint entire water-stained bedroom upstairs.

PLUMBING:

Water closet gasket seal.
Tub drain seal.
Laundry tray trap
Floor drain grate
Roto Rooter sewer line

Memo-July 11, 1972 (Cont.)
Parcel No. R-9-2

ELECTRICAL:

Replace ceiling pull-down type fixture in dining room.
Clear the wiring on the downspout from house to garage.

NOTE:

Specifications to be made up for bidding; contractor picked.
Relocation will assume the amount of the contract.

500-8c-4

June 19, 1969

Ted Parker

E. R. Wiley

I met with Mr. and Mrs. John Hart in their home on June 18, 1969 at 10:00 A.M.

I explained relocation regulations and the results of proposed alternative action on their part. I believe they understood what I said.

Return herewith your file.

LAY IN
HART FILE

RECEIVED

JUN 5 1972

PORTLAND DEVELOPMENT COMMISSION

5206 - N.E. 16th

Portland, Oregon 97211

June 3rd 1972

Portland Development Commission
1700 S.W. Fourth Avenue, Portland Oregon 97201
For the Attn of: Mr. Benjamin C. Webb.

Dear Sir:

This is to Acknowledge Receipt of your letter dated 6-1-72. wherein you stated "we will be unable to correct any sub standards conditions that have developed since you purchased and occupied the property"

I wish to advise you that every thing that is wrong with this house now - was wrong with it before we moved in here, and let me say here that we was not complaining about the number of inspectors that came to inspect this house during the past few weeks - what we did not like was being told by one of the men from your office, that we have an old house - and that we ^{would} ~~should~~ have to learn to live with it." As you know you all did not pay us but a very little money for the house we had yet you all held back the most of that little bit - until you was

Sure that every thing was in the clear - yet you all did not take enough interest in this House ~~and~~^{R.J.H.} we are in, to even have some one from your office to check the house before we was told to move in to make sure that the necessary corrections had been made to bring this house up to city standards, also we was under the impression that you all would hold out some of the purchase price of this house to make sure that everything was taken care of.

And too, there have been lots of people came and looked in this house before, and after we moved in here, and they too know what condition this house was in; so you stated on your letter that we would hear from you all again within a few days, so we shall be looking forward to hearing from you all soon.

Yours truly,
Mr. + Mrs. John W. Hart.

Copy sent:

June 2, 1972

Mr. Edward Kemp
Special Assistant to
Senator Bob Packwood
Senate Office Building
Washington, D. C.

Dear Ed:

Thank you for your letter of May 4th regarding John and Rosena Hart who were relocated from the Emanuel Hospital Project.

The staff is involved in a thorough review of the points raised in Mrs. Hart's letter to you. One of the complications in a case such as this is the difference between the requirements for home inspection in two kinds of projects - one for rehabilitation in a Neighborhood Development Program involving Project Rehabilitation Standards, and the other in a conventional clearance project involving regulations under the Uniform Relocation Act.

As soon as we have all the details and recommendations can be made, a full report will be forwarded to you.

Sincerely,

John B. Kenward
Executive Director

JBK:j

June 1, 1972

Mr. and Mrs. John Hart
5206 N. E. 16th Avenue
Portland, Oregon 97211

Dear Mr. and Mrs. Hart:

We have your letter of May 19, 1972. We wish to apologize for any inconvenience caused you by the number of inspectors who have inspected your house within the past few weeks.

It is our policy that people displaced by our activities have full opportunity to occupy standard housing that is adequate to their needs. You have indicated that through an error, the property you now occupy was not standard at the time that you moved in. We are now attempting to determine both the extent of any pre-existing substandard conditions and the amount of work necessary to correct them. We will be unable to correct any substandard conditions that have developed since you purchased and occupied the property.

Please be assured that we have only sent inspectors to see you when we believed it absolutely necessary. Our interest in this matter is to provide you with the maximum assistance under the law.

Your case is still under consideration, and you will hear from us again within a few days.

Very truly yours,

Benjamin C. Webb
Chief of Relocation and
Property Management

BCW:ch

MEMORANDUM

Date June 1, 1972

TO: Chas. E. Taft
FROM: Benjamin C. Webb
SUBJECT: John W. and Rosena Hart

This family was relocated from the Emanuel Project Area to a property at 5206 N. E. 16th Avenue. Before relocation benefits were paid, we received a letter from the City Bureau of Buildings indicating that the property was in standard condition. The property had also passed an FHA 235 inspection which indicated that the property was up to 235 standards.

On 4/30/72 we received a letter from Senator Packwood's office, with a copy of a letter written by Mrs. Hart in which she said that the City building inspector erred when he said the building was standard and asked that the substandard conditions be corrected. May 19, 1972 City housing inspectors reinspected subject property and issued the attached findings.

Under the provisions of Relocation Handbook 1371.2, Chapter 2, Paragraph 3. b (1)(a), "Decent, safe, and sanitary housing is housing which is in . . . conformance with local housing codes." Under the provisions of Chapter 6, Section 3, Paragraph 33 b., "A person 'purchases' a dwelling if he . . . purchases a substandard dwelling and rehabilitates it to bring it up to standard; . . . 'provided the total cost of purchase and rehab do not exceed the allowable grant. The maximum grant which the Harts may claim is \$15,000. The amount previously paid is \$8,000. We could now pay the amount necessary to bring the house up to standard, providing the amount does not exceed \$7,000.

I recommend that we correct the cited conditions. As soon as we receive bids, we are prepared to place in escrow the required additional grant money.

BCW:ch

CONNIE McCREADY
COMMISSIONER
DEPARTMENT OF PUBLIC UTILITIES

EX
A D
D C
✓ PCU
✓ NDH orig to



CITY OF PORTLAND
OREGON

97204

May 19, 1972

BUREAU OF BUILDINGS
CITY HALL

C. N. CHRISTIANSEN, Director

Building Division
C. C. Crank, Chief

Electrical Division
R. A. Niedermeyer, Chief

Plumbing Division
George W. Wallace, Chief

Permit Division
Albert Clerc, Chief

Housing Division
S. J. Chegwidden, Chief

RECEIVED

MAY 22 1972

PORTLAND DEVELOPMENT COMMISSION

Portland Development Commission
1700 S. W. 4 Avenue
Portland, Oregon 97201

Re: 5206 N. E. 16 Avenue

Attn: Mr. Norman Beukelman

Dear Sirs:

At your request a joint reinspection was made of the two-story, wood frame, single-family, four-bedroom dwelling and detached garage at the above address.

Our inspector reports the following conditions exist which apparently have developed since the inspection of September 9, 1971:

1. Plumbing deficiencies as noted in the enclosed report.

The following conditions, while not constituting standards for decent, safe and sanitary housing, are in noncompliance with Property Rehabilitation Standards as set forth in the King-Vernon-Sabin Neighborhood Development Program which were not in effect at the time of the initial inspection:

1. Floor finish in all rooms is worn. II Q 5
2. Plastered exterior foundation walls are spalling. II K 1

We further note that the following items, while not constituting a violation at this time, can be expected to deteriorate into a substandard condition unless corrective measures are taken:

1. Decorative treatment of walls, ceilings and millwork in all rooms is between periods of maintenance.
2. Minor cracking is apparent in some rooms.
3. Concrete floor in the garage is cracked and settled.
4. Side entry door to the garage is weathered.
5. Furnace seems slow to reach a heating level and may need adjusting. Filters are dirty and should be changed.

May 19, 1972

With the exception of plumbing deficiencies, which will require corrections, the remainder of the conditions are King-Vernon-Sabin Standards.

Please notify the Housing Division of the Bureau of Buildings, 2200 N. E. 24 Avenue, Telephone 288-6077, when corrections have been completed.

Yours truly,

C. N. CHRISTIANSEN
BUILDING INSPECTIONS DIRECTOR



S. J. Chegwidde
Chief Housing Inspector

CMC:ms
Enc. (2)

ADDRESS 5206 N.E. 16

PERMIT NO.

DATE	HOUR	REMARKS
5-10-72	3:00	REINSPECTED THIS PROPERTY AT THE REQUEST OF NORMAN BEURLEMAN OF P.D.C. OCCUPANTS COMPLAINED OF ROTTED WINDOW SASHES & RAIN COMING IN WEST SECOND STORY STORAGE ROOM WINDOWS - SASHES NOT ROTTED - DO NEED PAINT UNDER I.C.V.S. (NOTE - SOME ITEMS WILL NEED CORRECTIONS WHEN FUNDED FOR I.C.V.S. - WAS NOT A FUNDED AREA WHEN INITIALLY INSPECTED BY MR FURTHING). COMPLAINT OF WATER IN IN S.E. SECOND STORY BED ROOM - COULD HAVE BEEN DONE BEFORE REPAIRING - ALSO MAY BE MINOR LEAK AROUND CHIMNEY FLASHING

CONT.

INSPECTOR

ADDRESS 5206 N.E. 16

PERMIT NO.

DATE	HOUR	REMARKS
5-10-72	CONT	PLUMBING AS NOTED BY PLUMBING INSPECTOR REPORT. N.E. BED ROOM NOT SETTLED ONLY SINCE INSPECTION BY O.M.C. 31-72. OCCUPANT SAYS ROOM IS SETTLING BECAUSE SHE HEARS CRACKING NOISES AT NIGHT (NO EVIDENCE OF SETTLE MENT - HOWEVER ORIGINAL FOUNDATION IS SPALLING IN SEVERAL PLACES - HAS BEEN PLASTERED SINCE TIME AGO. FURTHER MAY NEED ADJUSTING - SEEMS SLOW TO REACH A SETTLING LEVEL - b-LINE TO N.E. BED ROOM IS SLOW TO HEAT - STILL BELIEVE THIS COMPLAINT IS UNFOUNDED EXCEPT PLUMBING WHICH OCCURRED AFTER INSPECTION OF 9-9-71.

INSPECTOR

PLUMBING

Location.....5206 N. E. 16 Avenue..... Date March 1, 1970
Agent }
Owner }.....Rosanna Hart..... Address.....

NOTICE OF DEFECTS IN PLUMBING SYSTEM

Your attention is called to the following defects in the plumbing system at the above address. Please have these defects corrected to comply with the Plumbing Code, Ordinance No. 77482. If you desire further explanation as to the corrections required, please call 228-6141, Ext. 427 between the hours of 8:00 and 9:30 a.m. and ask for Mr Schofield..... of the Plumbing Division, who will arrange to meet you on the premises.

A recent plumbing inspection at the above address revealed the following violations:

The sewer line is partially stopped up and when the water closet is used several times the water backs up in the floor drain.

The bath tub shoe is leaking and needs repairing.

If further information is desired, please contact this office.

GMW:DH

cc: Housing Division
Portland Dev. Commission

CHIEF PLUMBING INSPECTOR

By.....*George H. Wallace*.....

Copy

5206 - N.E. 16th
Portland, Oregon 97211
May 19th 1972

Portland Development Commission
1700 S.W. Fourth Avenue,

Portland, Oregon 97201

For the Attention of:

Mr. Benjamin C. Webb, Chief of
Relocation and Property Management.

Dear Sir: I am writing
you in regards to the investigation
being conducted by Mr. Norman
Beukelman, Real Estate Specialist,
from Portland Development Commission
of our home here at 5206 - N.E. 16th
that we was told to move into
that dont meet the required city
regulations - as per you all's Orders.

Now on last week Mr.
Beukelman came and brought
with him a City Inspector to
inspect this house again, which
was all right with us. Now
on today, Mr. Beukelman came
back again and he brought
with him another man a Mr.
Curt Williams, who Mr. Beukelman
said is also from the Portland
Development Commission office

(2)

and he too inspected this house which was alright to. But these are some of the things he told us which we do not agree with. He told us we could get some tape and wrap these bad electrical wires, and several other things that he saw wrong with this house, he seemed to take it lightly, saying that he had some of the same problems at his own house, and to make matters worse, he told us that when people get an old house like we got here we would just have to "learn" to live with it. So I told him no we did not. Because we don't have anything to do with what condition his own house is in. What we are interested in now is our own house that is causing us problems. And these problems were here when we moved in this house, as you can see on the City Inspectors Report made during August 1971 the Housing inspector stated on his inspection report that

(3)

there was also plumbing and electrical repairs needed, as well as the other repairs to this house and since you all had this house listed in your N. Monroe Street office, and too your "strict" requirements that we must move into a house with at least (4) four bedrooms and that the house must meet "all city standards"

I thought we was getting a good house - I didn't know it was an old house just painted up until after we moved into it. So I asked Mr. Benkelman today if he would be bringing other people around to compare our house with theirs, like this man was doing today - so Mr. Benkelman said he didn't know - that he just might - because that was part of the requirements. I don't believe this - because if it is, then why wasn't it done before we moved into this house - we did not move in until the Portland Development Commission gave us the authority to do so. After they said the house had been

(4)

Reinspected by the City, and that the necessary repairs had been made. I definitely do not think Mr. Benkelman should be bringing people around here to tell us how to make repairs to this ~~our~~ House, when this house was supposed to have been fixed before we moved into it. Because the same things that was listed in the City Inspectors Report as being wrong with this house in August 1971 is still wrong with it now. I don't know why the City would say that it had been repaired when it have not, that is not helping us any to bring a man around to tell us that his house was in the same shape ours is - and then tell us that this is an old house we get, and we will just have to "learn to live with it" - "yes" - we probably could "learn" to live with it - if it was paid for - But this "old" house just happens to have a (25) twenty five year F. H. A. mortgage on it. I hope you all can soon get something worked out on this, yours truly Mrs. John W Hart
Copy sent; 235-N. Monroe St. Mr. Bob Palwood, Washington D.C.

JOHN SPARKMAN, ALA., CHAIRMAN
WILLIAM PROXMIRE, WIS.
HARRISON A. WILLIAMS, JR., N.J.
THOMAS J. MCINTYRE, N.H.
WALTER F. MONDALE, MINN.
ALAN CRANSTON, CALIF.
ADLAI E. STEVENSON III, ILL.
DAVID H. GAMBRELL, GA.
JOHN G. TOWER, TEX.
WALLACE F. BENNETT, UTAH
EDWARD W. BROOKE, MASS.
BOB PACKWOOD, OREG.
WILLIAM V. ROTH, JR., DEL.
BILL BROCK, TENN.
ROBERT TAFT, JR., OHIO

DUDLEY L. O'NEAL, JR.
STAFF DIRECTOR AND GENERAL COUNSEL

United States Senate

COMMITTEE ON BANKING, HOUSING AND URBAN AFFAIRS

WASHINGTON, D.C. 20510

May 4, 1972

Mr. John Kenward
Executive Director
Portland Development Commission
1700 S.W. Fourth Avenue
Portland, Oregon 97201

RECEIVED

MAY 5 1972

PORTLAND DEVELOPMENT COMMISSION

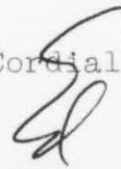
Dear John:

Enclosed is a copy of a letter the Senator received recently from a constituent who has had dealings with PDC.

We would very much appreciate it if you would look into the matters discussed by Mrs. Hart and report back to us on any action taken by the Commission.

Thanking you for your prompt and courteous assistance, I remain,

Cordially yours,


EDWARD P. KEMP
Special Assistant to
Senator Bob Packwood

EX. DIR.	
A. DIR.	
D. OPER.	<i>EBJ</i>
SP. ASST.	<i>Kemp</i>
	<i>Bob Packwood</i>

Enclosure

John —
I received the correspondence on
Workable Program and 312 funds. I've
got some phone calls to make now.
I'll get back to you as soon as I get
further word. Ed

May 3 '72

(1)

5206-N.E. 16th
Portland, Oregon 97211
April 30th 1972

Senator Bob Packwood,
U.S. Senate, Washington D.C. 20510
Dear Sir:

I have a problem I wonder if you could help me with, or advise me where I could get help with it? My problem is this: my family and I - (6) (8) in family children and my self and husband formerly lived at 3141-N. Gantenbein here in Portland. we was buying our home at 3141-N. GANTENBEIN St. the Emmanuel Hospital project caused us to be one of the displaced families, this happened the latter part of 1971- The Portland Development Commission the people we dealt with. Promised to get another home for us with at least (4) four Bedrooms and they said it would have to meet all city inspection standards well we got a house through them and Columbia Mortgage. - But it is a (3) three Bed Room house, because the city inspector turned down

(2)

the Dormer Bed Room - and the walls was cracked in another Bed Room - and the City Inspector said part of the house appeared to be sinking and needed steel Braces - He also found the plumbing bad and also the wiring bad in the House - this was before we moved into this house here at 5206 - N.E. 16 where we now live. Well Senator Packwood, we was informed by the Portland Development Commission that the City Inspector had later inspected this house and said the necessary repairs had been made to the House - and they told us to move in - well we did - but none of the repairs had been made to this house, as they are still here just like the first inspection report showed it to be - after we moved into the House and I told the man at the Portland Development Commission that none of the work had been done to the House, He advised me to call the city out for another inspection of the House - so I did - and when the next City Inspector came out

(3)

to inspect this house, he found everything wrong with it, just like the first ~~W.F.~~ Inspector did - And he promised to mail me the Report Back - So after waiting several days and not receiving the Inspector's Report I phoned him about the Report - and he told me the reason he had not sent me the Report was because he had got into "hot water" about making out the Report - But he said he was going on and send me the Report - and let the "Chips" fall where ever they may" - well he finally did mail me out a Report - but he failed to put down just what he had really found wrong with the Place - you see the man from Portland Development Commission had told me to get the house re-inspected and he would see about us getting the money to pay for what ever needed to be done to the house - Because he said they was not suppose to have let us move into a house that did not meet the City Standards - Now that same man tells me that I will have to get Behind the City Inspectors - Because they

(4)

(The City Inspectors) had told them the house had been repaired and did meet the City Code before the Portland Development Commission told us to move into this house. But don't you think the Portland Development Commission should be the ones to get in behind the City Inspectors - because they are the ones that had it inspected in the first place - and they are the ones that told us to move into this house - this house have a (25 year) FHA mortgage on it, and even if we wanted to sell it and try to get our equity out of it - it would have to pass the City Inspection to do so - and I have a copy of the first inspection the city made of this house - stating what had to be done to it to bring it up to city standard and "NONE" of this work have been done - yet I got a copy of the City Inspectors Report that he sent the Portland Development Commission - stating that the necessary repairs had been made to this house - and they definitely have not been made because they are here for any one to see.

(5)

After we moved in we found some of the windows rotting out in addition to the other needed repairs. and we are a low-income family. My husband have been disabled since 1967 and I have heart trouble and other complaints. so neither of us is able to work - and we definitely cannot pay for no repairs to this house - and being faced with a (25) year mortgage on a house that's already in "BAD" shape at the beginning. just looking at this house from the outside, it will deceive you.

So if you cannot help me with this problem - and if you know of some one who can - will you please forward ~~it~~^{R.N.} This letter to the necessary people or advise me who to contact.

Any consideration you can give me regarding this matter - will be greatly appreciated.

Thanking you in advance,
yours truly -

Mrs. John W. Hart.

(Rosena) S. Hart.

5206 N. E. 16th
Portland, Oregon 97211
April 30th, 1972

Senator Bob Packwood,
U. S. Senate, Washington D.C. 20510

Dear Sir:

I have a problem I wonder if you could help me with, or advise me where I could get help with it? My problem is this: My family and I - (8 in family, 6 children and my self and Husband) formerly lived at 3141 - N. Gantenbein here in Portland. We were buying our home at 3141 - N. GANTENBEIN St. - the Emanuel Hospital Project caused us to be one of the Displaced families, this happened the latter part of 1971 - The Portland Development Commission the people we dealt with promised to get another home for us with at least (4) four bedrooms and they said it would have to meet all city inspection standards. Well we got a house through them and Columbia Mortgage - But it is a (3) three bedroom house because the city inspector turned down the dormer bedroom - and the walls were cracked in another bedroom - and the city inspector said part of the house appeared to be sinking and needed steel braces - He also found the wiring bad in the house - this was before we moved into this house here at 5206 - N. E. 16 where we now live. Well Senator Packwood, we were informed by the Portland Development Commission that the city inspector had later inspected this house and said the necessary repairs had been made to the house - and they told us to move in - well, we did - but none of the repairs had been made to this house as they are still here just like the first inspection report showed it to be - After we moved into the house and I told the man at the Portland Development Commission that none of the work had been done to the house, he advised me to call the city out for another inspection of the house - so I did - and when the next city inspector came out to inspect this

house, he found everything wrong with it, just like the first inspector did - and he promised to mail me the report back - So after waiting several days and not receiving the inspectors report I phoned him about the report - and he told me the reason he had not sent me the report was because he had got into "hot water" about making out the report - but he said he was going on and send me the report - and let the "ships" fall where ever they may" - Well he finally did mail me out a report - but he failed to put down just what he had really found wrong with the place - you see the man from the Portland Development Commission had told me to get the house re-inspected and he would see about us getting the money to pay for what ever needed to be done to the house - because he said they was not suppose to have let us move into a house that did not meet the city standards - now that same man tells me that I will have to get behind the city inspectors - because they (the city inspectors) had told them the house had been repaired and did meet the city code before the Portland Development Commission told us to move into this house. But dont you think the Portland Development Commission should be the ones to get in behind the city inspectors - because they are the ones that had it inspected in the first place - and they are the ones that told us to move into this house - this house have a (25 year) FHA mortgage on it, and even if we wanted to sell it and try to get our equity out of it - it would have to pass the city inspection to do so - and I have a copy of the first inspection the city made of this house - stating what had to be done to it to bring it up to city standard and "NONE" of this work have been done - yet I got a copy of the city inspectors report that he sent the Portland Development Commission - stating that the necessary repairs had been made to this house - and they definitely

have not been made because they are here for any one to see. After we moved in we found some of the windows rotting out in addition to the other needed repairs - and we are a low-income family. My husband have been disabled since 1967 and I have heart trouble and other complaints - no neither of us is able to work - and we definitely cannot pay for no repairs to this house - and being faced with a (25) year mortgage on a house thats already in "BAD" shape at the beginning - just looking at this house from the out side, it will decieve you.

So if you cannot help me with this problem - and if you know of some one who can - will you please forward this letter to the necessary people or advise me who to contact?

Any consideration you can give me regarding this matter - will be greatly appreciated.

Thanking you in advance,

Yours truly -

Mrs. John W. Hart.
(Rosena) J. Hart.

(Typed from copy of handwritten letter forwarded to PDC by Sen. Packwood's office for investigation and report. jk)

FHA MORTGAGEE NO.

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FEDERAL HOUSING ADMINISTRATION

FHA
CASE
NO.

131-1-101221

50005 101 1

**CONDITIONAL COMMITMENT
FOR MORTGAGE INSURANCE UNDER
THE NATIONAL HOUSING ACT**

SEC. 203(b) SEC. 221 (d) (2) FHA-VA

PROPERTY ADDRESS
5206 N. W. 16th N.E.
Portland, Oregon 97211

MORTGAGEE

U.S. National Bank of Oregon
Interstate & Going
4550 N. Interstate
Portland, Oregon 97217

**ESTIMATE OF VALUE AND
CLOSING COSTS**
VALUE OF PROPERTY \$ 13,500
Closing Costs \$ 250
TOTAL (For Mortgage
Insurance Purposes)... \$ 13,750

**MONTHLY EXPENSE
ESTIMATE**
Fire Ins. \$ 3
Taxes \$ 12
Main. & Repairs \$ 9
Heat & Utilities \$ 46

APPROVED FOR COMMITMENT
[Signature]

COMMITMENT
Issued: 4-16 71
Expires: 10-16 71

COMMITMENT TERMS MAX. MORT. AMT. \$ 13,750 NO. MOS 30 MAX. INTEREST 7%

EXISTING PROPOSED
(See Gen. Cond. #3)

Improved Living Area 1008 Sq. Ft.

INFORMATION

The estimates of fire insurance, taxes, maintenance/repairs, heat/utilities and closing costs are furnished for mortgagee's and mortgagor's information. They may be used to prepare FHA Form 2900. Application for Credit Approval, when a firm commitment is desired.

GENERAL COMMITMENT CONDITIONS

1. MAXIMUM MORTGAGE AMOUNT AND TERMS -

- (a) **OCCUPANT MORTGAGORS:** The mortgage amount and term set forth in the heading are the maximum approved for this property assuming a satisfactory owner-occupant mortgagor. The maximum amount and term in the heading may be changed depending upon FHA's rating of the borrower, his income and credit.
- (b) **NONOCCUPANT MORTGAGORS:** If the mortgagor does not occupy the house, the law limits the maximum mortgage amount to not to exceed 85% of the maximum amount available to an eligible mortgagor who will occupy the house (85% of value if Sec. 203(i) or 221). In the case of nonoccupant mortgagors, the firm commitment when issued will reduce the mortgage amount and terms below that stated in the heading.
- (c) **COMMITMENT CHANGES:** The Commissioner may, upon request of the approved mortgagee, change the mortgage amount and term set forth in the heading. If the application is accompanied by a VA CRV, changes will be made only if VA issues an amendment.

2. FIRM COMMITMENT:-A firm commitment to insure a loan will be issued upon receipt of an Application for Credit Approval, FHA Form 2900, executed by an approved mortgagee and a borrower satisfactory to the Commissioner.

3. COMMITMENT TERM: This commitment shall expire **SIX MONTHS** from the issue date in the case of an **EXISTING HOUSE** or **ONE YEAR** from its date in the case of **PROPOSED CONSTRUCTION**. (FHA classifies all cases as either "EXISTING" or "PROPOSED" for the purpose of determining when a commitment expires. Accordingly, a house, even though still under construction, may be classified as an existing house if it was not approved by FHA or VA prior to the beginning of construction.)

4. CANCELLATION:-This commitment may be cancelled after 60 days from the date of issuance if construction has not started unless the mortgagee has disbursed loan proceeds.

5. PROPERTY STANDARDS:-All construction, repairs, or alterations proposed in the application or on the drawings and specifications returned herewith, shall equal or exceed the FHA Minimum Property Standards, or the deviations agreed upon pursuant to purpose and scope provisions of General Revision No. 6, dated August, 1968.

SPECIFIC COMMITMENT CONDITIONS (Applicable when checked)

1. HEALTH AUTHORITY APPROVAL:-Execution of Form 2573 by the Health Authority indicating approval of the water supply and/or sewage disposal installation is required. (Approval by letter or Health Authority Form may be used.)

2. TERMITE CONTROL:-(a) **EXISTING HOUSE** - Furnish certificate from a recognized termite control operator that the house shows no evidence of an active termite infestation. (b) **PROPOSED CONSTRUCTION** - Furnish original and two copies of Termite Soil Treatment Guarantee FHA Form 2052.

3. SUBDIVISION REQUIREMENTS:-Comply with Requirements No. _____ from Report dated _____ for _____ Subdivision.

4. BUILDER'S WARRANTY:-The builder shall execute FHA Form 2544, Builder's Warranty.

5. PROPERTY INSPECTIONS:-A notice of construction status shall be given by Form 2289X, letter or telephone at the time indicated below:

- (a.) **ALL PROPOSED CONSTRUCTION CASES:**
 - (1.) At least two work days before "beginning of construction."
 - (2.) When the building is enclosed, structural framing completely exposed and roughing-in of plumbing, heating and electrical work installed and visible
 - (3.) When construction completed and property ready for occupancy.
- (b.) **REPAIRS:** Notify FHA upon completion of required repairs.
- (c.) **CERTIFICATE OF COMPLETION:** A certificate stating that the mortgagee has examined the proposed or required repairs and that they have been satisfactorily completed will be accepted.

6. VA INSPECTIONS:-Furnish a copy of a clear VA final report.

7. ASSURANCE OF COMPLETION:-If the required repairs cannot be completed prior to submission of closing papers, a Form 2300 escrow in the amount of \$ _____ (or such additional amount as the lender may establish as the means to assure completion.)

8. SECTION 235 AUTHORITY:
(a) This commitment may be converted to section 235(i) upon receipt of an application covering an eligible borrower. Contract authority for this purpose has been obligated.
(b) If contract authority is available, this commitment may be converted to section 235(i) upon receipt of an application covering an eligible borrower.

9. EXPIRATION DATE:-The Total Value stated above is based on Veterans Administration Certificate of Reasonable Value, case number _____, dated _____. Regardless of General Commitment Condition Number 3, above, this commitment expires on _____.

10. See special conditions No. VC-55, VC-62A, VC-87, VC-115 below or on attached sheet.

9/16/71

We hereby assign all rights, title, and interest in this commitment to Columbia Mortgage Co. 600 International Building. 812 S.W. Washington Portland, Ore. 97205

U.S. National Bank of Oregon
Interstate & Going Br.

By: *[Signature]* Asst. Mgr.

GUTTERS AND DOWNSPOUTS

- VC-81 Properly prepare surface of gutters and downspouts and apply 2 coats of paint. Gutters to be painted inside and out.
- VC-82 Tighten, repair, caulk joints, clean, replace damaged and/or missing A_gutters; B_downspouts; C_splashblocks. Any replacements shall be of good grade material. Paint new material 2 coats.
- VC-83 Install new gutters and downspouts on: A_dwelling; B_garage. Paint exterior of gutters and downspouts and interior of gutters 2 coats. Provide splashblocks of concrete or other durable material, minimum width 12 inches, minimum length 24 inches. Splashblocks to be firmly embedded and provide drainage away from foundation.
- VC-84 Install new gutters and downspouts on: A_dwelling; B_garage. Paint exterior of gutters and downspouts and interior of gutters 2 coats. Downspouts to be connected to underground drain with outfall to street gutter (ditch), drywells, or subsurface drain lines. Connecting drain pipe shall have watertight joints.
- VC-85 Provide splashblocks of concrete or other durable material at all downspouts, minimum width 12 inches, minimum length 24 inches. Splashblocks to be firmly embedded and provide drainage away from foundation.
- VC-86 Connect downspouts to underground drain with outfall to street gutter (ditch), drywells, or subsurface drain lines. Connecting drain pipe shall have watertight joints.

ROOF

- VC-87 Install new asphalt shingle (or equal) roof which will provide reasonable durability and economy of maintenance. Properly prepare existing roof area prior to applying shingles. All asphalt shingle tabs to be securely cemented.
- VC-88 Provide effective cross ventilation of attic space by installing roof vents with net ventilating area not less than 1/300 of the ceiling area. At least one-half of the required ventilating area shall be located as near the high point of the roof as practicable. Ventilating openings shall be covered with corrosion resistant screening, 1/8-inch mesh.
- VC-89 Replace damaged or missing shingles to assure watertight roof. Clean out gutters and downspouts. Spot cement all roof shingles, if asphalt.
- VC-90 Treat roof for control of moss.

PLUMBING AND HEATING EQUIPMENT AND MATERIALS

- VC-91 Submit statement from qualified plumbing contractor that plumbing system within the dwelling is properly installed to assure efficient operation.
- VC-91A Submit statement from qualified heating contractor that the heating system is in satisfactory operating condition.
- VC-92 Install approved pressure and temperature relief valve on water heater. Valve to be labeled A.S.A. 58, and 3/4-inch overflow pipe shall extend to not more than 8 inches above floor.
- VC-93 Install new kitchen sink, fittings, and Hudee or equal sink rim.

BATHROOM REPAIRS

- VC-94 Install new mirror in medicine cabinet.
- VC-95 Install new shatterproof glass shower door.
- VC-96 Install new toilet seat; blend color to fixtures.
- VC-97 Install new waterproof wainscot in bath recess to a minimum height of 48 inches above the tub.
- VC-98 Repair walls and caulk around bathtub with a waterproof caulking compound. Install 3 rows of 3/16-inch ceramic tile, or equal, in tub enclosure.

FLOORS

- VC-99 Sand, seal, varnish not less than 2 coats, wax and machine polish all hardwood floors. Main floor, A_; attic floor, B_.
- VC-100 A_kitchen; B_bath; C_utility room; D_other _____. Remove and replace all floor covering with good grade inlaid linoleum or equal, including cove or base. Repair or replace all deteriorated underlayment, subfloor or structural members. Submit certification from person performing repairs that all supporting wood materials are free from dry rot or deterioration.

ADDENDUM TO COMMITMENT DATED 4-16-71FHA CASE NO. 106901

VALUATION CONDITION APPLICABLE WHEN CIRCLED

GENERAL REQUIREMENTS

- VC-53 Submit from the mortgagee to FHA that there will be no liens or assessments applied against the property resulting from the offsite improvements
- VC-53-A Application had no entry for "Special Assessments." Mortgagee to submit assurance that none exist nor are about to be levied.
- VC-53-B Application under "Special Assessments" indicated "None Known." A definite statement is to be submitted as to whether or not any special assessments exist. Commitment is being issued on the assumption that none exist.
- VC-54 Submit evidence satisfactory to FHA that the improvements do not encroach over any easement or property lines. Such evidence may be in the form of a plot plan to scale, as prepared and signed by a licensed surveyor or civil engineer.
- VC-55 The estimate of value assigned this property assumes there are no title exceptions which adversely affect value. (Your application Form 2800.1 was incomplete.)
- VC-56 Verify correctness of property address as shown on the commitment.
- VC-57 Key is enclosed.
- VC-58 Submit evidence of a recorded easement, acceptable to this Administration for the community driveway serving subject and adjacent property.
- VC-59 Lower exterior grade to at least 4 inches below siding or any other wood members and slope grade to provide positive drainage away from foundation.
- VC-60 Submit complete and correct: (a) legal description; (b) lot dimensions.
- VC-61 There are structural defects affecting this property which involve possible decay or infestation damage. It is a condition of this commitment that:
1. Submit evidence that all accessible areas of the dwelling and garage have been thoroughly inspected by a qualified pest control concern, architect, or engineer for pest infestation or decay.
 2. That deficiencies involving infestation or decay be repaired and conditions causing such deficiencies have been corrected.
 3. That a certification be submitted to the FHA office by the concern doing the work that the above has been properly completed.
- VC-62 OTHER REQUIREMENTS
- a. Scrape, prime and apply one matching coat of paint to all scaled areas of exterior siding.
 - b.

(1-22-71)

VC-115 Certification be submitted by the local governing body that this property is in compliance with the Housing Code applicable to this particular district.

ADDENDUM TO COMMITMENT DATED 4-16-71

FHA CASE NO. 106901

VALUATION CONDITION APPLICABLE WHEN CIRCLED

Note: Reports of Final and Repair Compliance Inspections left at site always require reviewer's signature to be OFFICIAL. Consult mortgagee for official reports.

BUILDER <div style="font-size: 1.5em; font-family: cursive;">Repair</div>	a. <input checked="" type="checkbox"/> Report not left at site. b. Highest moisture content of lumber: % c. <input checked="" type="checkbox"/> Report not official without reviewer's sig.	FHA CASE NO. <div style="font-size: 1.2em;">431-106901-221</div>
MORTGAGEE'S NAME AND ADDRESS <div style="font-size: 1.2em; font-family: cursive;">US National Bank PO Box 11127 Portland Ore 97211</div>	PROPERTY ADDRESS <div style="font-size: 1.2em; font-family: cursive;">5206 NE 16th Portland, Ore</div>	
		Date of inspection <div style="font-size: 1.2em;">6-18-71</div>

I - INSPECTION OF ON-SITE IMPROVEMENTS REVEALS:

- | | |
|---|---|
| 1. Conditions at site indicate that construction <input type="checkbox"/> was, <input type="checkbox"/> was not begun prior to date of approval for mortgage insurance shown on commitment. (Applies to initial report on new construction)
2. <input type="checkbox"/> Builder other than named in application.
3. <input type="checkbox"/> Unable to make inspection.
<input type="checkbox"/> Cannot locate property; <input type="checkbox"/> House locked; <input type="checkbox"/> Admittance refused.
<input type="checkbox"/> House furnished-Mortgagor or his representative not present.
4. <input type="checkbox"/> FHA approved exhibits not available at site.
5. <input type="checkbox"/> Individual Water supply system; <input type="checkbox"/> Individual Sewage disposal system.
<input type="checkbox"/> No noncompliance.
<input type="checkbox"/> Needs Health Department approval for acceptance. (See III below)
<input type="checkbox"/> Correction essential as explained below.
6. <input type="checkbox"/> Correction required by report no. _____ not acceptably completed.
7. <input type="checkbox"/> Correction required by commitment not acceptably completed. | 8. <input type="checkbox"/> Correction essential as explained below:
a. <input type="checkbox"/> Will examine at next inspection.
b. <input type="checkbox"/> Do not conceal until reinspected.
9. <input type="checkbox"/> No noncompliance observed.
10. <input type="checkbox"/> Acceptable variations as described below.
11. <input type="checkbox"/> Extensive noncompliance:
a. <input type="checkbox"/> Variations from approved exhibits. (See IV below.)
b. <input type="checkbox"/> Unacceptable construction. (See IV below.)
12. <input type="checkbox"/> On-site improvements acceptably completed subject to receipt of certification that mortgagee's inspection reveals satisfactory completion of all items listed below.
13. <input type="checkbox"/> On-site improvements acceptably completed except items listed below, completion of which is delayed by conditions beyond control. (See IV below.)
14. <input checked="" type="checkbox"/> On-site improvements acceptably completed. |
|---|---|

II - INSPECTION OF OFF-SITE IMPROVEMENTS REVEALS:

- | | |
|--|---|
| 15. <input type="checkbox"/> Correction essential as explained below.
16. <input type="checkbox"/> Completion essential as explained below. | 17. Off-Site Improvements }
<input type="checkbox"/> Completion assured by escrow agreement.
<input type="checkbox"/> Completion assured by governing authority.
<input type="checkbox"/> Acceptably completed. |
|--|---|

No.	Explanation of statements checked:	
	Repair	
14		
19	VC-115	SUBMIT WITH CLOSING PAPERS

CERTIFICATION: I certify that I have carefully inspected this property on this date, and that I have reported all noncompliance, work requiring correction and unacceptable work, and that I have no personal interest, present or prospective, in the property, applicant or proceeds of the mortgage.

(Signed) *William H. Mendenhall* Inspector

III - SPECIFIC CONDITIONS NOT REQUIRING FIELD INSPECTION

18. <input type="checkbox"/> Correction Essential as noted. 19. <input type="checkbox"/> Incomplete items as noted. 20. <input type="checkbox"/> Acceptable Compliance with all specific conditions not requiring field inspection. <input type="checkbox"/> None	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Type of Statement Required</th> <th style="width:10%;">Not received</th> <th style="width:10%;">Ret. as unaccep.</th> <th style="width:10%;">Acceptable</th> </tr> </thead> <tbody> <tr> <td>Manufacturer's certificate required by related Engineering Bulletin.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Form 2573 <input type="checkbox"/> Ind. water Supply system <input type="checkbox"/> Ind. sewage disposal system</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Termite soil treatment guarantee.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Carpet certification.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Type of Statement Required	Not received	Ret. as unaccep.	Acceptable	Manufacturer's certificate required by related Engineering Bulletin.				Form 2573 <input type="checkbox"/> Ind. water Supply system <input type="checkbox"/> Ind. sewage disposal system				Termite soil treatment guarantee.				Carpet certification.			
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Carpet certification.																					

Approved by me (Date) 6/19/71 (Signed) *E M Black* Chief Architect Deputy

IV - TO MORTGAGEE: When signed below, refer to statement on reverse side corresponding to designation checked.

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> A. NONCOMPLIANCE
<input type="checkbox"/> (v) Variations from exhibits
<input type="checkbox"/> (b) Unacceptable construction
<input type="checkbox"/> (c) Premature construction | <input checked="" type="checkbox"/> B. COMPLIANCE
Conditional commitment subject to inspection before issuance of First Commitment. | <input type="checkbox"/> C. COMPLIANCE Incomplete items. "Mortgagee's Assurance of Completion" may be submitted for completion not later than _____ | <input type="checkbox"/> D. FINAL ACCEPTANCE
Closing papers may be submitted |
|---|--|---|---|

(Date) 6/19/71 (Signed) *E M Black* Chief Underwriter Deputy

INSPECTION NO. FINAL INSPECTION REPAIR INSPECTION

CONNIE McCREADY
COMMISSIONER
DEPARTMENT OF PUBLIC UTILITIES



CITY OF PORTLAND
OREGON

97204

BUREAU OF BUILDINGS
CITY HALL

C. N. CHRISTIANSEN, Director

Building Division
C. C. Crank, Chief

Electrical Division
R. A. Niedermeyer, Chief

Plumbing Division
George W. Wallace, Chief

Permit Division
Albert Clerc, Chief

Housing Division
S. J. Chegwiddden, Chief

September 9, 1971

Portland Development Commission
235 N. Monroe Street
Portland, Oregon 97227

Re: 5206 N.E. 16 Avenue

Attn: Mr. Crolley

Gentlemen:

A reinspection was made by the Housing Division of the two-story, wood frame, four bedroom, single-family dwelling and detached garage at the above address.

Our inspector reports the substandard conditions have been corrected and the structures comply with City Housing regulations at this time.

Yours truly,

C. N. CHRISTIANSEN
BUILDING INSPECTIONS DIRECTOR

S. J. Chegwiddden
Chief Housing Inspector

CHF:mfm

Hart

Location 5206 N. E. 16 Avenue Date March 1, 78

Agent }
Owner } Rosana Hart Address

NOTICE OF DEFECTS IN PLUMBING SYSTEM

Your attention is called to the following defects in the plumbing system at the above address. Please have these defects corrected to comply with the Plumbing Code, Ordinance No. 77482. If you desire further explanation as to the corrections required, please call 228-6141, Ext. 427 between the hours of 8:00 and 9:30 a.m. and ask for Mr. **Schofield** of the Plumbing Division, who will arrange to meet you on the premises.

A recent plumbing inspection at the above address revealed the following violations:

The sewer line is partially stopped up and when the water closet is used several times the water backs up in the floor drain.

The bath tub shoe is leaking and needs repairing.

If further information is desired, please contact this office.

GW:DH
cc: Housing Division
Portland Dev. Commission

CHIEF PLUMBING INSPECTOR

By [Signature]

*Rec'd
3-14-78*

CONNIE McCREADY
COMMISSIONER
DEPARTMENT OF PUBLIC UTILITIES



CITY OF PORTLAND
OREGON

97204

March 10, 1972

Ms. RosenHart
5206 N. E. 16 Avenue
Portland, Oregon 97211

Re: 5206 N. E. 16 Avenue

Dear Ms. Hart:

At your request a reinspection was made by the Housing Division of your two-story, wood frame, single-family dwelling and detached garage at the above address.

Our inspector reports the following conditions exist which apparently have developed since our previous inspections:

1. Controls on the furnace are inoperable.
2. Plumbing deficiencies as noted in the enclosed report.

The following conditions, while not constituting standards for decent, safe and sanitary housing, are in noncompliance with Property Rehabilitation Standards as set forth in the King-Vernon-Sabin Neighborhood Development Program:

1. Floor finish in all rooms is worn. II Q 5

We further note that the following items, while not constituting a violation at this time, can be expected to deteriorate into a substandard condition unless corrective measures are taken:

1. Decorative treatment of walls, ceilings and millwork in all rooms is between periods of maintenance.
2. Minor cracking is apparent in most rooms.
3. Concrete floor in the garage is cracked and settled.
4. Side entry door to the garage is damaged.

Please notify the Housing Division of the Bureau of Buildings, 2200 N. E. 24 Avenue, Telephone 288-6077, when the corrections have been completed, under proper permit where required, and a reinspection can be scheduled.

Yours truly,

C. N. CHRISTIANSEN
BUILDING INSPECTIONS DIRECTOR

S.J.C.
S. J. Chegvidden
Chief Housing Inspector

CMC:ms

cc: Port. Dev. Commission
Union Ave. w/enc. (1)
Port. Dev. Comm., Monroe St. w/enc. (1)

Enc. (1)

COPY

BUREAU OF BUILDINGS
CITY HALL

C. N. CHRISTIANSEN, Director

Building Division
C. C. Crank, Chief

Electrical Division
R. A. Niedermeyer, Chief

Plumbing Division
George W. Wallace, Chief

Permit Division
Albert Clerc, Chief

Housing Division
S. J. Chegvidden, Chief

*Rec'd
3-14-72*
*Final
3-14-72*

(1)

CITY OF PORTLAND, OREGON
BUREAU OF BUILDINGS
W-33

ADDRESS 5206 N.E. 16 Avenue

OWNER ROSINA HART (OCCUPYING 3 INH APT -)

OCCUPANT

Completed
Recorded
Emanuel Hospital Disp. Pers.

3:00 p.m. Aug 3, 1971 rec'd from Grolley 8/3/71 mfm
DATE

FORM W-103

ADDRESS 5206 N.E. 16 4 PERMIT No.

DATE	HOUR	REMARKS
9-8-71		OK on fly for phone call from Schofield permit # 173049 mfm
9-9-71		Comp. visit POC 52-51984.1 mfm recorded
2-25-72		Throat wall from Grolley AFB. Floor drain was backflow. and each time toilet is flushed water rises through floor cracks in collar. Referred him to schofield at plumbing div HF
2-25-72		
3-1-72	11 AM	Reinspection w/owner - seems to be picking structures apart - called Schofield for plumbing inspection. GMB
3-3-72		RECEIVED PLUMB. REPORT - DISCUSSED PROBLEMS w/ DEN SILVEY OF P.D.C. - SAYS SEND BOTTOM & SEE WHAT CAN BEEN - WILL DO - GMB
3/10/72		Noncompliance etc to owner (52-51984.2) Inspector Recorded mfm

(2)

8/3/71 3:00 pm Two-story, wood frame, four bedroom, single-family dwelling and detached garage. CHF

CODE VIOLATIONS: 1. Northeast bedroom addition appears to be settling as evidenced by vertical cracks in the bedroom walls and declination of east portion of the floors. 2. North and south downspouts of the northeast bedroom addition appear to be obstructed as evidenced by water stains on the exterior foundation wall. 3. East cellar wall and floor show evidence of water penetration. Note: This area is adjacent to downspouts cited in preceding item #2. 4. A west second story dormer room lacks the minimum required 7' 6" ceiling height for use as a habitable room. Plumbing & Electrical inspections necessary.

8/13/71 Noncompliance ltr to P.D.C. 52-51984 Recorded VO

INSPECTOR

FORM W-08

ADDRESS 5306 NE 16th (3)

PERMIT NO.

DATE	HOUR	REMARKS
8-26		Phone call from Ed Potter City Auditor's office. He is handling estate. Has made corrections: 1. Stabilized settling of rear BR addition & repaired walls 2. Repaired downspouts & rain drain mesh 3. Correction of moisture problem in cellar 4. States purchaser is aware of deficiencies in 2nd story room for use as BR and will not use as such. Will call for re-insp. when plumbing & elect are completed.
9/6	11:11	Phone call Jeff Roberts Fleet OK permit #101493 HF HF

INSPECTOR

JENNIE McCREADY
COMMISSIONER
DEPARTMENT OF PUBLIC UTILITIES



CITY OF PORTLAND
OREGON

97204

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Housing Division
S. J. Chegwiddden, Chief

Portland Development Commission
235 N. Monroe Street
Portland, Oregon 97227

August 13, 1971

Attn: Mr. Crolley

Re: 5206 N. E. 16 Avenue

Gentlemen:

As the result of a displaced person and your request an inspection was made by the Housing Division of the two-story, wood frame, four bedroom, single-family dwelling and detached garage at the above address.

Our inspector reports the following conditions are in noncompliance with City regulations:

1. Northeast bedroom addition appears to be settling as evidenced by vertical cracks in the bedroom walls and declination of east portion of the floors.
2. North and south downspouts of the northeast bedroom addition appear to be obstructed as evidenced by water stains on the exterior foundation wall.
3. East cellar wall and floor show evidence of water penetration. Note: This area is adjacent to downspouts cited in preceding item #2.
4. A west second story dormer room lacks the minimum required 7' 6" ceiling height for use as a habitable room.

The above conditions may not constitute all of the corrections required for certification. Due to obvious deficiencies in the plumbing and electrical installation, it will be necessary that you request an inspection from the respective divisions for their certification.

Please notify the Housing Division of the Bureau of Buildings, 2200 N. E. 24 Avenue, Telephone 288-6077, when the corrections have been completed, under proper permit where required, and a reinspection can be made.

Yours truly,

C. N. CHRISTIANSEN
BUILDING INSPECTIONS DIRECTOR

S. J. Chegwiddden
S. J. Chegwiddden
Chief Housing Inspector

*reinspection made
verbal ok 9/3/71
Letter coming*

CHF:vo
cc: Plumbing & Electrical Div.

CONNIE McCREADY
COMMISSIONER
DEPARTMENT OF PUBLIC UTILITIES



CITY OF PORTLAND
OREGON

97204

June 4, 1971

BUREAU OF BUILDINGS
CITY HALL

C. N. CHRISTIANSEN, Director

Building Division
C. C. Crank, Chief

Electrical Division
R. A. Niedermeyer, Chief

Plumbing Division
George W. Wallace, Chief

Permit Division
Albert Clerc, Chief

Housing Division
S. J. Chegwiddden, Chief

Portland Development Commission
235 N. Monroe Street
Portland, Oregon 97227

Re: 3318 N. Missouri Avenue

Attn: Mr. Crowley

Gentlemen:

As the result of a displaced person and your request, an inspection was made by the Housing Division of the two-story, wood frame, two-bedroom, single-family dwelling and detached garage at the above address.

Our inspection indicates the following conditions are in noncompliance with City regulations:

1. The hot water tank lacks an A.S.M.E. approved pressure relief valve with drainpipe.
2. The cellar stairway lacks a safety handrail.
3. The second story west bedroom lacks the required electrical outlets.
4. The nonabsorbent floor covering in the water closet compartments is deteriorated.
5. The foundation of the front porch lacks the required clearance above the finished grade, and the wood skirting is in contact with soil.

Please notify the Housing Division of the Bureau of Buildings, 2200 N. E. 24 Avenue, Telephone 288-6077, when the corrections have been completed, under proper permit where required, and a reinspection can be scheduled.

Yours truly,

C. N. CHRISTIANSEN
BUILDING INSPECTIONS DIRECTOR

S. J. Chegwiddden
Chief Housing Inspector

JHM:ms
cc: Plg. & Elec. Div.

*Too Small
Inadequate in size
to meet needs*

CONNIE McCREADY
COMMISSIONER
DEPARTMENT OF PUBLIC UTILITIES



CITY OF PORTLAND
OREGON

97204

June 4, 1971

BUREAU OF BUILDINGS
CITY HALL

C. N. CHRISTIANSEN, Director

Building Division
C. C. Crank, Chief

Electrical Division
R. A. Niedermeyer, Chief

Plumbing Division
George W. Wallace, Chief

Permit Division
Albert Clerc, Chief

Housing Division
S. J. Chegwiddden, Chief

Portland Development Commission
235 N. Monroe Street
Portland, Oregon 97227

Re: 5115 N.E. 24 Avenue

Attn: Mr. Crowley

Gentlemen:

As the result of a displaced person and at your request, an inspection was made by the Housing Division of the two-story, wood frame, five bedroom, single-family dwelling and detached garage at the above address.

Our inspection indicates the following conditions are in noncompliance with City regulations:

1. Kitchen counter tops are worn and stained.
2. Bathroom lavatory waste drain is taped and broken.
3. Bathroom plaster is broken and portions are missing.
4. A seam between the tile board tub enclosure and edge of the tub lacks an effective seal.
5. Cellar stairway and stairway to the second story lack a safety handrail.
6. There is a hole in the wallboard of the southeast second story bedroom.
7. Kitchen and all bedrooms lack heat.
8. Furnace vent pipe has an unprotected opening.
9. Hot water tank lacks an A.S.M.E. approved pressure relief valve and drainpipe.
10. A steel drum stove and stove pipe in cellar lack the required clearance from combustible material.
11. Exterior protective paint covering on both structures is weathered.
12. Wood siding adjacent to rear porch is loose and portions are missing.

Please notify the Housing Division of the Bureau of Buildings, 2200 N.E. 24 Avenue, Telephone 288-6077, when the corrections have been completed, under proper permit, where required, and a reinspection can be scheduled.

Yours truly,

C. N. CHRISTIANSEN
BUILDING INSPECTIONS DIRECTOR
S. J. Chegwiddden
S. J. Chegwiddden
Chief Housing Inspector

CHF:mfm
cc: Plg. & Elec. Divisions

*47 Copy to Larry Robert
C. N. Christianesen
3700 N. Monroe St
Portland, Oregon*

**CONDITIONAL COMMITMENT
FOR MORTGAGE INSURANCE UNDER
THE NATIONAL HOUSING ACT**

PROPERTY ADDRESS

Portland, Oregon 97217

SEC. 203(a) SEC. 223 (b) (1) (A)

MORTGAGEE

The National Bank of Oregon
Insurance & Savings
4500 N. Interstate
Portland, Oregon 97217

ESTIMATE OF VALUE AND
CLOSING COSTS
VALUE OF PROPERTY \$13,500
Closing Costs 250
TOTAL (For Mortgage Insurance Purposes) \$13,750

MONTHLY PAYMENTS
ESTIMATE
Fire Ins. \$1.00
Taxes \$1.00
Water & Sewer \$1.00
Heat & Utilities \$1.00

APPROVED FOR COMMITMENT
[Signature]

COMMITMENT
Issued: 5/17/71
Expires: 11/17/71

COMMITMENT TERMS MAX. MORT. AMT. \$ 13,750

NO. MOS. 300 MAX. INTEREST 7%

EXISTING PROPOSED
(See Gen. Cond. 13)

INFORMATION

The estimates of fire insurance, taxes, maintenance/repairs, heat/utilities and closing costs are furnished for mortgagee's and mortgagor's information. They may be used to prepare FHA Form 2900. Application for Credit Approval, when a firm commitment is desired.

GENERAL COMMITMENT CONDITIONS

1. MAXIMUM MORTGAGE AMOUNT AND TERMS -

- (a) OCCUPANT MORTGAGORS: The mortgage amount and term set forth in the heading are the maximum approved for this property assuming a satisfactory owner-occupant mortgagor. The maximum amount and term in the heading may be changed depending upon FHA's rating of the borrower, his income and credit.
- (b) NONOCCUPANT MORTGAGORS: If the mortgagor does not occupy the house, the law limits the maximum mortgage amount to not to exceed 35% of the maximum amount available to an eligible mortgagor who will occupy the house (85% of value if Sec. 203(i) or 221). In the case of nonoccupant mortgagors, the firm commitment when issued will reduce the mortgage amount and terms below that stated in the heading.
- (c) COMMITMENT CHANGES: The Commissioner may, upon request of the approved mortgagee, change the mortgage amount and term set forth in the heading. If the application is accompanied by a VA CRV, changes will be made only if VA issues an amendment.

2. FIRM COMMITMENT:-A firm commitment to insure a loan will be issued upon receipt of an Application for Credit Approval, FHA Form 2900, executed by an approved mortgagee and a borrower satisfactory to the Commissioner.

3. COMMITMENT TERM: This commitment shall expire SIX MONTHS from the issue date in the case of an EXISTING HOUSE or ONE YEAR from its date in the case of PROPOSED CONSTRUCTION. (FHA classifies all cases as either "EXISTING" or "PROPOSED" for the purpose of determining when a commitment expires. Accordingly, a house, even though still under construction, may be classified as an existing house if it was not approved by FHA or VA prior to the beginning of construction.)

4. CANCELLATION:-This commitment may be cancelled after 60 days from the date of issuance if construction has not started, unless the mortgagee has disbursed loan proceeds.

5. PROPERTY STANDARDS:-All construction, repairs, or alterations proposed in the application, upon the drawings and specifications returned herewith, shall equal or exceed the FHA Minimum Property Standards, or the deviations agreed upon pursuant to purpose and scope provisions of General Revision No. 5, dated August, 1968.

SPECIFIC COMMITMENT CONDITIONS (Applicable when issued)

1. HEALTH AUTHORITY APPROVAL:-Execution of Form 2573 by the Health Authority indicating approval of the water supply and/or sewage disposal installation is required. (Approval by letter or Health Authority Form may be used.)

2. TERMITE CONTROL:-(a) EXISTING HOUSE - Furnish certificate from a recognized termite control operator that the house shows no evidence of an active termite infestation. (b) PROPOSED CONSTRUCTION - Furnish original and two copies of Termite Soil Treatment Guarantee FHA Form 2052.

3. SUBDIVISION REQUIREMENTS:-Comply with Requirements No. _____ from Report dated _____ for _____ Subdivision.

4. BUILDER'S WARRANTY:-The builder shall execute FHA Form 2544, Builder's Warranty.

5. PROPERTY INSPECTIONS:-A notice of construction status shall be given by Form 2289X, letter or telephone at the time indicated below:

- (a.) ALL PROPOSED CONSTRUCTION CASES:
 - (1.) At least two work days before "beginning of construction."
 - (2.) When the building is enclosed, structural framing completely exposed and roughing-in of plumbing, heating and electrical work installed and visible.
 - (3.) When construction completed and property ready for occupancy.
- (b.) REPAIRS: Notify FHA upon completion of required repairs.
- (c.) CERTIFICATE OF COMPLETION: A certificate stating that the mortgagee has examined the proposed repairs and that they have been satisfactorily completed will be a receipt.

6. VA INSPECTIONS:-Furnish a copy of a clear VA final report.

7. ASSURANCE OF COMPLETION:-If required repairs cannot be completed prior to submission of closing papers, a Form 2300 escrow in the amount of \$ _____ (or each additional amount as the lender deems appropriate) shall be established as the means to assure completion.

8. SECTION 233 AUTHORITY:

- (a) This commitment shall be converted to section 235(i) upon receipt of an application covering an eligible borrower. Contract authority for this purpose has been obligated.
- (b) If contract authority is available, this commitment may be converted to section 235(i) upon receipt of an application covering an eligible borrower.

9. EXPIRATION DATE:-The Total Value stated above is based on Veterans Administration Certificate of Reasonable Value, case number _____, dated _____. Regardless of General Commitment Condition Number 3, above, this commitment expires on _____.

10. See special conditions No. VC-55, VC-62A, VC-87, VC-115 below or on attached sheet.

VC-55 2800 was incomplete
VC-62A scrape & paint siding
VC-87 Replace roof
VC-115 city inspection
Mr Block signed final
on 6-18-71

FHA 431-106901-

[Handwritten initials]

EX. DIR.	
A. DIR.	
D. OPER.	
SP. ASST.	
BCW	
✓ HAN copy to	

RECEIVED
RF

MAY 20 1972

PORTLAND DEVELOPMENT COMMISSION
PDC

5206 - N.E. 16th
Portland, Oregon 97211
May 19th 1972

Portland Development Commission
1700 S.W. Fourth Avenue,
Portland, Oregon 97201

For the Attention of:
Mr. Benjamin C. Webb, Chief of
Relocation and Property Management.

Dear Sir: I am writing
you in regards to the investigation
being conducted by Mr. Norman
Beukelman, Real Estate Specialist,
from Portland Development Commission
of our home here at 5206 - N.E. 16th
that we was told to move into,
that don't meet the required city
regulations - as per you all's orders.

Now on last week Mr.
Beukelman came and brought
with him a city inspector to
inspect this house again, which
was all right with us - now
on today, Mr. Beukelman came
back again, and he brought
with him another man - a Mr.
Curt Williams, who Mr. Beukelman
said is also from the Portland
Development Commission office

(2)

and he too inspected this house, which was alright to. But these are some of the things he told us which we do not agree with. He told us we could get some tape and wrap these bad electrical wires, and several other things that he saw wrong with this house, he seemed to take it lightly, saying that he had some of the same problems at his own house, and to make matters worse, he told us that when people get an old house like we got here we would just have to "learn" to live with it. So I told him no we did not. Because we don't have anything to do with what condition his own house is in. What we are interested in now is our own house that is causing us problems. And these problems was here when we moved in this house, as you can see on the City Inspectors Report made during August 1971 the Housing inspector stated on his inspection report that

(3)

there was also plumbing and electrical repairs needed, as well as the other repairs to this house and since you all had this house listed in your N. Monroe Street Office, and too your "strict" requirements that we must move into a house with at least (4) four bedrooms and that the house must meet "all city standards" I thought we was getting a good house - I didn't know it was an old house just painted up until after we moved into it. So I asked Mr. Benkelman today if he would be bringing other people around to compare our house with theirs, like this man was doing today - So Mr. Benkelman said he didn't know - that he just might - Because that was part of the requirements - I don't believe this - Because if it is then why wasn't it done before we moved into this house - we did not move in until the Portland Development Commission gave us the authority to do so - after they said the house had been

(4)

Reinspected by the City, and that the necessary repairs had been made. I definitely do not think Mr. Benkelman should be bringing people around here to tell us how to make repairs to this ~~our~~ House, when this house was supposed to have been fixed before we moved into it. Because the same things that was listed in the City Inspectors Report as being wrong with this house in August 1971 is still wrong with it now. I don't know why the City would say that it had been repaired when it have not.

that is not helping us any to bring a man around to tell us that his house was in the same shape ours is - and then tell us that this is an old house we got, and we will just have to "learn to live with it" - "yes" - we probably could "learn" to live with it - if it was paid for - But this "old" house just happens to have a (25) twenty five year

F. H. A. Mortgage on it. I hope you all can soon get something worked out on this. yours truly Mrs. John W Hart
Copy sent; 235-N. Monroe St. Mr. Bob Palwood, Washington D.C.

May 11, 1972

MEMORANDUM

TO: Don Silvey
FROM: Norm Beukelman
SUBJECT: Packwood correspondence regarding relocation of John W. Hart
5206 N. E. 16th Avenue
Emanuel Hospital Urban Renewal Project

5/9/72

Met with Chet Collingsworth of the City of Portland Housing Division, and picked up the reports they had on this property. I then went to the Hart's residence, but although Chet and I thought we heard voices inside, there was no answer.

Upon inspection of the exterior, the windows looked worn, but we could not tell from the sidewalk.

5/10/72

Mrs. Hart called to ask why I had left a card in her door; I set up an appointment to inspect her home at 3:00.

Met Chet Collingsworth at the Hart property to inspect the conditions of the items that are on the City Housing Report, such as:

Plumbing

Bath tub drain leaking, and drain line to sewer line seems to have an obstruction of some kind (when a lot of water is drained down the sewer, it has back-up in the basement.)

Rotten Windows

The windows are leaking in up stairs storage room, and need a stop put in; they are water stained and peeling very badly, but they seem to be sound.

One bedroom ceiling shows water stain which could be flashing around the chimney.

The dining room light is a pull down type, with a wire on it to hold it close to the ceiling. The fixture in this room is inoperative at this time.

Memo to Don Silvey
May 11, 1972
Page 2

Bedroom Conditions as to Numbers

There are 2 bedrooms downstairs, one of which has an accordion door between the living room and bedroom, with a closet and another door for entry. Mrs. Hart stated that this is a den. It could be used as a den, but they are using it as a bedroom, and the City Inspector passed it as a bedroom.

Upstairs

There are 2 bedrooms and a storage room that cannot be used for a bedroom, which is sited in the City's Housing Report. Number 4A west, second story dormer room, lacks the minimum required 7'6" ceiling height for use as a habitable room.

The cracks in the N. E. downstairs bedroom have been repaired and have not cracked again, but it needs touch up.

The down spouts appear to have been fixed in some way under the house.

Called City Hall, Permit Division, to ask if plumbing work had been finalized by building inspector. I was told I had to wait until 2:30 to talk to Schofield.

Asked the Electric Division why a permit was taken out and for what. There was a plug circuit in the basement in violation of City Code. Bohm Electric did the work of putting in the conduit, and it was finalized by the Electric Building Inspector on 9/1/71, but their report is still in file. I asked that the report be forwarded to Don Silvey.

I found the electric wires leading from the house to the garage touching the downspout on house.

In the basement, 1/4 of it has a 4 1/2" retaining wall, with dirt from there to the foundation wall.

Skim coat plaster on the outside of the basement walls is spalding.

5/11/72

Placed a call to the Plumbing Division, Mr. Schofield, to check on the work that had been done. Burfitt Plumbing did the work.

The following items were completed:

1. Check pressure relief valve, put on drain pipe
2. Install new kitchen sink trap and bushing
3. Install legal clean out plug.

Finalized by inspector on 9/15/71. Owner cleared rain drain and fixed settling problems.

Memo to Don Silvey
May 11, 1972
Page 3

On the "Notice of Defects in Plumbing" report, it sited that a sewer line is partially stopped up, and the bath tub is leaking. These problems have not been corrected as yet.

5/12/72

Called Columbia Mortgage. FHA final approval is dated 6/18/71, and signed by Black. Reimbursement agreement signed by seller, Ed Potter, on 11/17/71.

5/18/72

Asked Curt Williams, FHA Appraiser, to make an in house inspection of the Hart property to see if it met FHA 235 standards. Items listed below need correction:

1. Flashing on chimney
- 2. Garage painting
3. Gutters need paint
4. Repair of gutter
5. Windows painted shut
6. Dry rot windows up stairs
7. Install door on up stairs bedroom closet
8. Leaking trap in laundry trays
9. Plug or grate on basement floor drain
10. Wiring corrected from home to garage
11. 2 Window wells

5/22/72

Received City of Portland re-inspection report..The following items are in violation of City of Portland Housing Code:

1. The sewer line is partially stopped up
2. Bath tub trap is leaking and needs repairs

Received a copy of a letter Mrs. Hart has addressed to Ben Webb, of which a copy was sent to Bob Packwood. The investigation of the complaints she has about the replacement house is good, as long as we see everything as she believes it to be, and no comparison be made of other homes to her's.

Mr. and Mrs. Hart payed \$13,750.00 for this property, and have an \$8,000.00 FHA Mortgage which is being repayed under Sec. 235, with payments of something near \$87.00 per month.

Code: G - No violations
 (F) - Incipient violation
 F - PRS
 N - Violation - Non complying

INTERIOR STRUCTURAL CONDITIONS

Light & Ventilation:
 Non-Basement: G F N
 Heating - Type (specify) F.A. OIL
 Approved Type: Yes No
 Condition: G F N
 Water Heating:
 Type & Size: Gas Elect. 40
 Condition: G F N
 Electrical:
 Service: 110 220
 Panel: No. Circuits _____
 Wiring: G F N
 Adequate Light:
 Halls Bathroom Basement
 Living Room Kitchen Bedrooms
 Adequate Outlets: Specify _____
 Inadequacies None Noted
 Plumbing and Sanitation
 Fixtures in Bathroom:
 Lavatory Water Closet
 Tub Shower
 Location of Bathroom
 Opens into: Kitchen _____ Hallway
 Bedroom _____ Other (specify) _____
 Laundry Trays Other L. Fac. _____
 Floor Drain Specify _____
 Properly Installed and Maintained
 Yes No
 Any room used for both sleeping and food preparation:
 Yes _____ No

Condition	Number of Rooms							Number of Bedrooms				HALL	BSMT.	OTHER	
	LR	DR	K	BATH	BR N.B.	BR S.B.	BR N.C.	BR N.C.	BR N.C.	BR N.C.					
Wall Supports	GOOD														
Roof Supports	"														
Floor Supports	"														
Plaster - Wall - Ceil.	MINOR CRACKS														
Flooring - Cover	(F) ALL														
Stairs - Bsmt. - Up	GOOD (Lacks 6"6" beam Room PRS)														
Door Casings	"														
Doors	"														
Window Casings	"														
Glass - Broken - Cracked	"														
Windows - Adequate Ventilation	CHECK ALL														
Ventilation - Adequate Other															
Basement Walls - Floor	" (MINOR CRACKS)														
Chimney	"														
Fireplace	GOOD														
Paint or Decorate	(F) ALL														
Ceiling Height	GOOD														
Room - Width	12	12	10	9	14	10	10	14	10	30	4-				
Room - Length	18	14	12	7	16	12	14	16	12	30	4-				
Total Sq. Ft.	216	168	120	63	224	120	140	224	120	900	1-				
Closet Space	-	-	-	-	6	6	6	6							
Ceiling Fixtures	0	1	1	1	1	1	1	1		3					
Connected to Wall Switch	0	5	5	5	5	5	5	PC		5+P.					
Conv. Outlets Per Room	2	2	4	1	2	1	2	1		2					
Comments															

2 NO STAIRS

CEILING HEIGHT INADEQUATE FOR HABITABLE ROOM STORAGE ONLY

ALL OK BY 2.05.1964

Address 5206 N.E. 16 AV. Block No. _____ Lot _____ Occupant ROSENA HART Owner _____

Type of Use: 1. Residential: a. Single Family b. Multiple - No. Units _____ 2. Commercial _____ 3. Institutional _____

I. Coverage
 a. Lot Size _____ x _____
 b. Setbacks
 (1) Front _____ (2) L.S. _____
 (3) Rear _____ (4) R.S. _____

II. Structure Age _____
 a. Square Ft. 1000 +/-
 b. No. Stories TWO
 c. Basement FULL
 d. Type Construction
 (1) Frame Other _____
 e. Access
 (1) Street Other _____
 f. Parking
 (1) Garage Other _____

III. Yard
 a. Sanitary
 (1) Garbage or Refuse Storage
 Yes No _____
 b. Maintained
 Yes No _____
 c. Fences - Maintained
 Yes No _____
 d. Walks and Driveway - Maintained
 Yes No _____

IV. EXTERIOR STRUCTURAL CONDITION

1. Foundation
 (a) Type: Concrete Brick _____ Wood _____
 (b) Condition: G F _____ N _____
 (c) Evidence of Settling: Yes _____ No
 (d) Ventilation: G F _____ N _____

2. Walls
 (a) Type: Wood Other Covering (specify) _____
 (b) Condition: G F _____ N _____

3. Roof
 (a) Specify Material COMPOSITION
 (b) Condition: G F _____ N _____

4. General

	G	F	N
(a) Gutters and Downspouts	<input checked="" type="checkbox"/>		
(b) Light & Ventilation (windows)	<input checked="" type="checkbox"/>		
(c) Porches	<input checked="" type="checkbox"/>		
(d) Steps & Rails	<input checked="" type="checkbox"/>		
(e) Paint or Other Finish	<input checked="" type="checkbox"/>		
(f) Chimney	<input checked="" type="checkbox"/>		
(g) Exterior Door & Frames	<input checked="" type="checkbox"/>		
(h) Rodent Control	<input checked="" type="checkbox"/>		

5. Accessory Buildings

	G	F	N
(a) Roof	<input checked="" type="checkbox"/>		
(b) Paint or Other Finish	<input checked="" type="checkbox"/>		
(c) Foundation	<input checked="" type="checkbox"/>		
(d) Walls	<input checked="" type="checkbox"/>		
(e) Floor (concrete)		<input checked="" type="checkbox"/>	
1. Dirt _____ 2. Gravel _____ 3. Wood _____			

V. SUMMARY OR COMMENTS:
 A TWO STORY WOOD FRAME
 SINGLE FAMILY DWELLING
 & DETACHED GARAGE.
 NO ACTUAL CODE VIOLATIONS
 SEE PLUMBING REPORT.

P.P.S SEE F
 INCLIP. " (F)
 O.M. Cummings

PORTLAND DEVELOPMENT COMMISSION

1700 S.W. FOURTH AVENUE
 PORTLAND, OREGON 97201

N^o 163 EH

DATE November 24, 1971

PAY TO **John W. and Rosena Hart**

\$ 500.00

DOLLARS

TO THE TREASURER OF THE
 CITY OF PORTLAND, OREGON

AUTHORIZED SIGNATURE
NON-NEGOTIABLE

AUTHORIZED SIGNATURE

Portland Development Commission 224-4800

DETACH BEFORE DEPOSITING CHECK

DATE	INVOICE OR CONTRACT NOS.	DESCRIPTION	AMOUNT
		Reimbursement per claims for relocation payment filed. Move from 3141 N. Gantenbein (R-9-2) to 5206 N.E. 16th. Dislocation Allowance \$200.00 Fixed Payment - own furn. <u>300.00</u>	<u>\$500.00</u>

Account Distribution

NO.	TITLE	AMOUNT
E 1501	Relocation Payments EH	\$500.00
	(Fixed - own furn. - Family) -	\$300.00
	(Dislocation Allowance -	<u>200.00</u>
		\$500.00

*Received
 11-26-71*

John W Hart

JMS

DETERMINATION OF ELIGIBILITY FOR RELOCATION PAYMENT
FOR MOVING EXPENSES (FAMILIES AND INDIVIDUALS)

NAME AND ADDRESS OF CLAIMANT

John W. and Rosena Hart
5206 N.E. 16th Avenue
Portland, Oregon 97211

NAME OF LOCAL AGENCY

Portland Development Commission
1700 S. W. Fourth Avenue
Portland, Oregon 97201

INSTRUCTIONS: Attach this form to the pertinent claim form filed by claimant. Attach an explanation of any difference between amounts claimed and amounts approved.

1. Does claimant meet basic eligibility requirements? Yes No

If "No," explain:

2. Complete if claim is for a fixed payment including an amount for moving articles located in household storage space:

Date items inspected: _____
Month-Day-Year

3. If claim is for a self-move, does approved amount exceed estimated cost of accomplishing the move through services of a commercial mover or contractor?
 Yes No

If "Yes," explain basis for approved amount:

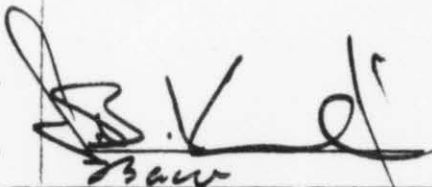
4. CERTIFICATION

I CERTIFY that I have examined the claim, and the substantiating documentation, and have found it to be in accord with the applicable provisions of Federal law and the regulations issued by the Department of Housing and Urban Development pursuant thereto. Therefore, the claim is hereby approved and payment is authorized as follows:

(form continued on next page)

(For Local Agency Use Only)

(Complete either A or B:)

Item	Amount <u>1/</u>	Authorized Signature	Date
A. Fixed Payment and Dislocation Allowance	\$		
1. Fixed payment <u>\$300.00</u>			<u>11-23-71</u>
2. Dislocation allowance <u>\$200.00</u>			
3. Total <u>\$500.00</u>	<u>500.00</u>		
B. Actual Moving and Related Expenses	\$		
1. Initial payment including, if applicable, storage and related costs in the amount of \$ _____			
2. Supplementary payment (s) for storage costs:			
3. Final payment for moving expenses covering storage and related costs			

1/ Attach full explanation of any adjustments made; e.g., amount set off against claim or amount of dislocation allowance made as an advance payment.

5. RECORD OF PAYMENTS MADE

Date	Check Number	Amount	Date	Check Number	Amount
<u>11-24-71</u>	<u>163</u> ^{EH} EH	<u>\$ 500.00</u>			\$

Harv

11/10/71

Dwelling Unit Inventory

<u>QUANTITY</u>	
<u>6</u>	Beds & Springs
<u>6</u>	Bedroom Chair
<u>2</u>	Breakfast Table
<u>8</u>	Breakfast Table Chairs
	Bridge Lamp & Shade
	Buffet
<u>2</u>	Chest of Drawers
<u>3</u>	Coffee Table
<u>4</u>	Couch
<u>1</u>	Davenport
	Desk
<u>3</u>	Dining Table
<u>5</u>	Dining Chairs
<u>1</u>	Dresser
<u>2</u>	End Table
<u>6</u>	Floor Lamp & Shade
<u>1</u>	Mirror

<u>QUANTITY</u>	
<u>1</u>	Night Stand
	Occasional Chair
<u>6</u>	Overstuffed Chair
<u>1</u>	Overstuffed Rocker
<u>2</u>	Range <i>New Electric</i>
<u>2</u>	Refrigerator: Brand <i>Phil</i>
<u>1</u>	Rocker
<u>14</u>	Rug & Pad: Size <i>9x14</i>
<u>3</u>	Stool
<u>4</u>	Table Lamp & Shade
<u>4</u>	Table, small
	Vanity & Bench
<u>15</u>	Suitcases
<u>1</u>	Trunks
<u>30</u>	Cartons, Boxes, Etc.
<u>6</u>	Clothes, <i>clean</i>
<u>20</u>	Bedding & Linens

Miscellaneous (List Items)

<u>4</u>	<i>TV</i>
<u>3</u>	<i>Radio</i>
<u>1</u>	<i>Bookcase</i>
<u>1</u>	<i>Sewing Machine</i>
<u>3</u>	<i>Lawn Mower</i>
<u>1</u>	<i>Washing Machine</i>

<u>1</u>	<i>Hot water heater</i>
<u>2</u>	<i>Heater - Gas</i>
<u>3</u>	<i>" - Electric</i>
<u>1</u>	<i>Shampoo/Hair</i>

COMMENTS:

November 19, 1971

Columbia Mortgage Co.
600 International Bldg.
812 SW Washington
Portland, Oregon 97205

Gentlemen:

The additional loan money not used on the purchase of the house at 5609 N. E. 16th Avenue, Portland, Oregon is to be used to pay bills, buy furniture and personal items relative to the purchase of our new home.

S/ _____

S/ _____

ESCROW INSTRUCTIONS

Escrow No. 387914

PIONEER NATIONAL TITLE INSURANCE COMPANY: Portland Oregon, November 15 19 71
 I hand you herewith executed Note and Trust Deed

which you are authorized to use in connection with you above numbered Escrow upon credit payment for my account of
\$ 8,200.00, funds transferred from escrow #382852; plus \$8,000.00 loan
funds; plus \$101.44 for pro-rata share 1971-72 taxes from 7-1-71 to
11-18-71

and when you can issue your Owner's & Mortgagee's ALTA Title Insurance
 Policy in your usual form, containing the printed exceptions usual in such policies (with your liability thereunder not to
 exceed \$ 13,500.00 (OP) & \$8,000.00 (MP)) on the following described real property situ-
 ated in the County of Multnomah and State of Oregon, to-wit:

Lot 8, Block 19, VERNON

which will show record title to said property vested in John W. Hart and Rosena J. Hart,

husband and wife free and clear of incumbrances,
 except building and use restrictions, easements, zoning and building laws and ordinances, if any, as the same may now appear
 of record, printed conditions and exceptions contained in form of title insurance policy herein provided for.

Mortgage—deed of trust, executed by John W. Hart and Rosena J. Hart, husband and wife
 in favor of Columbia Mortgage Company to secure
 the payment of \$ 8,000.00

I authorize you to deduct or pay, before the closing of this Escrow, the following:

1. Mortgagee's ALTA Title Insurance Policy Premium, \$50.00
2. One-half share escrow fee, \$32.00
3. 1971-72 taxes in full
4. Recording costs, \$6.00
5. Edward F. Potter, executor, demand for deed, \$13,500.00
6. Columbia Mortgage Company for costs and reserves, \$170.88;
 plus interest adjustment from date of closing to 11-30-71
7. James H. Bethune for FHA appraisal fee advanced, \$40.00
8. Graepel, Franklin, Goodwin & Associates, Inc. for Fire
insurance premium, \$53.00
9. Balance to the undersigned

You are hereby authorized to use 11-18-71 for tax pro-rations.

It is understood that water and utility charges will be adjusted between the seller and buyer outside this escrow.
 In any acts in this escrow relating to fire insurance, including adjustments, if any, you shall be fully protected in
 assuming that each policy is in force and that the necessary premium therefor has been paid.
 You will file for record the necessary legal instruments and then pay off such incumbrances of record as may exist at
 the time of filing such instruments, to vest the title as above stated, and shall not be held responsible for any liens that may
 attach after such filing or recording.

You are not required to ascertain compliance with any "consumer credit protection", "truth in lending", or similar law,
 and it is agreed you will have no liability for loss or damage arising out of noncompliance with such laws.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account or accounts of
 Pioneer National Title Insurance Company with any State or National bank, and may be transferred to any other such general
 escrow account or accounts. All disbursements shall be made by check of Pioneer National Title Insurance Company.

All adjustments to be made on a basis of 30-day month.

When requested to do so, a copy of the closing statement showing disbursements, in accordance with these instructions,
 may be delivered to the realtor who consummated the transaction, the mortgagee or its agent or to my attorney.

Any amendment of or supplements to any instructions must be in writing and if you are unable to comply with the
 instructions within -30- days after date, said money and/or instruments shall be returned
 to me on my written demand, but in the absence of such demand you will proceed to comply with these instructions as soon
 as possible.

Notwithstanding any instruction hereinabove contained to the contrary, when time is of the essence in requiring
 performance of any condition of this escrow and delivery of the documents or monies upon which full compliance and
 performance is conditioned is not made until the last day limited and defined herein, no tender of such performance or
 compliance shall be binding upon you unless made prior to 3:00 p.m. on the last day limited for performance, and the parties
 hereto agree that in the event tender of full performance is made subsequent to 3:00 p.m. on said day, that you are
 authorized to perform duties imposed hereunder upon the next following business day without liability for delay in the
 closing of this escrow.

In the event that any controversy should arise between the parties hereto or with any third person, you shall not be
 required to determine the same or to take any action in the premises, but you may await settlement of any such controversy
 by joint instructions of the parties or by appropriate legal proceedings. In the event that you should become a party to any
 such legal proceedings, we jointly and severally agree to pay and to hold you harmless from and against any and all costs,
 charges, ~~and~~ attorneys' fees or other expense which you in good faith may incur.

Mail papers to:

John W. Hart

Rosena J. Hart

Receipt of money and/or instruments hereinabove
 mentioned is hereby acknowledged.

PIONEER NATIONAL TITLE INSURANCE COMPANY
 ES-6004-OR-F-110(R-7-71)

By
(Mrs.) Jean Egberg, Escrow Officer



COLUMBIA MORTGAGE CO. 600 INTERNATIONAL BUILDING, PORTLAND, OREGON 97205 PHONE 503 222 9701

CLOSING STATEMENT

Name John W. Hart and Rosena J. Hart
 Property Address 5206 N. E. 16th, Portland, Oregon
 Closer Carol A. Chapman Pro-rate Date Close of escrow

	CHARGES	CREDITS
	\$	\$
Purchase Price	13,500.00	
Title Expense:		
Mortgagee's ALTA Title Policy		
Recording Fees:		
Mortgage		
Deed		
Loan Costs:		
Appraisal (previously paid by seller.)		
Survey		
Tax Service		15.00 ✓
Credit Report (charged to Portland Development Commission)		12.50 ✓
Pictures		
Escrow Fee		2.50 ✓
Loan Service Fee		
Interest Adjustment from		80.00
to		
Loan Reserves:		
Taxes	2 months @ \$ 45.42)	
Fire Insurance	2 months @ \$ 8.84)	
Mortgage Insurance	2 months @ \$ 6.62)	60.88
Tax Proration	from	to
Fire Insurance	from	to
Loan Proceeds		
Earnest Money Deposit		8,000.00
Deposit with Columbia Mortgage		
Balance Due Pioneer National Title Ins. Co.	7,829.12	
	Total	
Interest accrues from the date of disbursement.	\$8,000.00	\$8,000.00

First Payment Due: **January 1, 1972**

Monthly Payment:	
Principal and Interest	\$ 56.56
Tax Escrow	22.71
Fire Insurance Escrow	4.42
Mtg. Insurance Escrow	3.31
Lifexxxxxxxx Subsidy	-34.00
Total Payment	\$ 53.00

I have examined the above statement and find it correct and acknowledge receipt of loan proceeds of \$ 8,000.00

John W. Hart

Rosena J. Hart

DISCLOSURE STATEMENT REAL ESTATE LOANS

First Lien for Acquisition of Dwelling
 New Construction Existing Construction

This Disclosure is issued for a proposed FHA Loan 235

VA Loan

Name (s) of Borrower John W. Hart and Rosena J. Hart
 Mailing Address 3141 N. Cantenbein, Portland, Oregon

Conventional Loan

AMOUNT OF PROPOSED LOAN \$ 8,000.00
 LESS PREPAID FINANCE CHARGE

a. Loan Fee	\$ 80.00	
b. Discount Fee	320.00	
c. Interest from <u>11-15-71</u> to one month prior to first payment	22.95 Est.	
d. Escrow Fee	29.00	
e. Performance Bond		
f. Tax Service Fee	12.50	
g. FHA or private mortgage insurance premium or VA funding fee (2 mos.)	6.62	
h. FHA or VA application fee	40.00	
i. Other <u>Pictures</u>	2.50	
TOTAL PREPAID FINANCE CHARGE		
REQUIRED DEPOSIT BALANCE (if any)		
TOTAL PREPAID FINANCE CHARGE AND REQUIRED DEPOSIT BALANCE	513.57	\$ 513.57
AMOUNT FINANCED		\$ 7,486.43

OTHER CHARGES

Included in Amount Financed

Not included in Amount Financed

a. Title insurance premium	\$ 50.00	
b. Property survey	15.00	
c. Document preparation fee		
d. Appraisal fees		
e. Credit report	5.50	
f. Filing or recording fees	6.00	
g. Insurance pro rate		
h. Real property Tax Pro rate	166.10 Est.	
i. Reserve for taxes, other liens and insurance	54.26	
j. Other <u>Documentary Stamps</u>	14.85	

TOTAL OTHER CHARGES \$ 311.71

ANNUAL PERCENTAGE RATE 8.25 %

Finance Charge Not Prepaid

- a. Interest seven (7) % per annum
 b. FHA mortgage insurance premium of one-half % per annum
 FHA MGIC or CMI

PAYMENTS

- a. The company does not intend to refinance any balloon payment shown below. The proposed loan will be repayable in 300 consecutive instalments of \$ 56.56 *each including interest on the first day of each month commencing January, 1972 *(Including reserve payments for taxes, hazard insurance premium, and, if any, insurance premiums for credit life insurance, disability insurance, and mortgage insurance, instalment payments for the coming year will be approximately \$ 87.00 per month.) If this is a construction loan additional interest estimated to total N/A will be due in payments estimated at \$ N/A each on the following date N/A
 irregular payments as follows: N/A
 b. On existing construction loans estimated date Finance Charge will begin to accrue is November 15, 1971 Est. On a new construction loan mortgages insurance premium (if any)

not a disclosure of closing cost, but only someone's guess of what costs might be?

November 15, 1971

Pioneer National Title Insurance Co.
421 S. W. Stark Street
Portland, Oregon 97204

ATTENTION: Jean Egberg
Escrow Officer

Re: Escrow No. 382852
Parcel No. R-9-2
HART, John W. and
Rosena J.

Gentlemen:

You have in the above-identified escrow account an \$8,000 replacement housing payment in accord with our instructions of September 17, 1971.

This is to certify that Mr. and Mrs. Hart have acquired and moved into a standard structure located at 5206 N. E. 16th Avenue. You are hereby authorized to release the housing payment and disburse it in such manner as directed by Mr. and Mrs. Hart.

Yours very truly,

John B. Kenward
Executive Director

JBK:dl

PORTLAND DEVELOPMENT COMMISSION

1700 S.W. FOURTH AVENUE
 PORTLAND, OREGON 97201

N^o 181 EH

DATE December 10, 1971

PAY TO **John W. and Rosene J. Hart**

\$ 158.00

DOLLARS

TO THE TREASURER OF THE
 CITY OF PORTLAND, OREGON

AUTHORIZED SIGNATURE
NON-NEGOTIABLE

AUTHORIZED SIGNATURE

Portland Development Commission · 224-4800

DETACH BEFORE DEPOSITING CHECK

DATE	INVOICE OR CONTRACT NOS.	DESCRIPTION	AMOUNT
		Reimbursement for settlement costs per claim filed. 3141 N. Gantenbein (R-9-2).	\$158.00

Account Distribution

NO.	TITLE	AMOUNT
E 1501	Relocation Payments (Settlement Costs)	EH \$158.00

ae *John W Hart* *JWH*

CLAIM FOR RELOCATION PAYMENT

HUD-6147
(4-66)

(Settlement Costs Incurred by Owner)

NAME AND ADDRESS OF LOCAL AGENCY (Include ZIP code)

Portland Development Commission
1700 S. W. Fourth Avenue
Portland, Oregon 97201

PROJECT NAME (If applicable)

Emanuel Hospital Project

PROJECT NUMBER

ORE R-20

INSTRUCTIONS: Complete all applicable items and sign certification in Block 5. Consult the local agency as to documents to be submitted with this claim.

PENALTY FOR FALSE OR FRAUDULENT STATEMENT. U.S.C. Title 18, Sec. 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies . . . or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both."

1. IDENTIFICATION OF CLAIMANT

Name (as shown in deed to local agency or in condemnation proceeding)

HART, John W. and Rosena J.

Address (Include ZIP code)

5206 N. E. 16th
Portland, Oregon 97211

2. IDENTIFICATION OF PROPERTY

a. Address or Legal Description

5206 N. E. 16th
Portland, Oregon 97201 (replacement dwelling)

c. Did you occupy this property either as a resident or for the purpose of carrying out business operations?

Yes No

b. Parcel Number(s)

R-9-2 (on site dwelling)

3. SETTLEMENT COSTS INCURRED BY CLAIMANT IN TRANSFERRING PROPERTY TO LOCAL AGENCY

ITEM (a)	COSTS INCURRED BY CLAIMANT			FOR LOCAL AGENCY USE
	CHARGED TO CLAIMANT ON SETTLEMENT STATEMENT (b)	PAID DIRECTLY BY CLAIMANT (c)	AMOUNT CLAIMED (Col. (b) + (c)) (d)	AMOUNT APPROVED (e)
	\$	\$	\$	\$
SEE ATTACHED SHEET - LISTING COSTS				
TOTAL	\$	\$	\$	\$

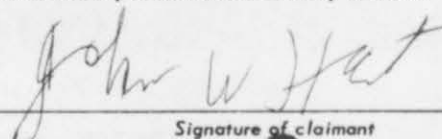
4. LISTING OF DOCUMENTS SUBMITTED HERewith IN SUPPORT OF AMOUNTS ENTERED IN ITEM 3, COLUMN (c)

attached copy of Pioneer National Title Insurance Company escrow closing statement

5. I CERTIFY under the penalties and provisions of U.S.C. Title 18, Sec. 1001, and any other applicable law, that this claim and information submitted herewith have been examined by me and are true, correct, and complete, and that I understand that, apart from the penalties and provisions of U.S.C. Title 18, Sec. 1001, and any other applicable law, falsification of any item in this claim or submitted herewith may result in forfeiture of the entire claim. I further certify that I have not submitted any other claim for, or received, reimbursement or compensation from any other source for any item of this claim, and that any receipts submitted herewith accurately reflect costs actually incurred.

December 3, 1971

Date



Signature of claimant

FOR LOCAL AGENCY USE ONLY

A. DOES CLAIMANT MEET ALL TIMING REQUIREMENTS FOR ELIGIBILITY?

Yes No

If "No," explain:

See RHP claim filed 9-2-71, paid 9-16-71 in the amount of \$8,000.00

B. DETAIL OF COSTS COVERING MORTGAGE PREPAYMENT PENALTY AND COSTS ALLOCABLE TO PERIOD SUBSEQUENT TO TRANSFER OF TITLE (Show basis for, and amount of, reimbursement due claimant for (1) any mortgage prepayment penalty, or (2) any taxes or public service charges paid by, or charged to, claimant for any period subsequent to vesting title or possession in the local agency, if the amount claimed was paid directly by claimant or if the computation is not shown on the settlement statement.)

C. EXPLANATION OF ANY DIFFERENCE BETWEEN AMOUNT OF REIMBURSEMENT CLAIMED AND AMOUNT APPROVED FOR PAYMENT

D. CERTIFICATION

I CERTIFY that I have examined this claim, and the substantiating documentation, and have found it to be in accord with the applicable provisions of Federal law and the Regulations issued by the Department of Housing and Urban Development pursuant thereto. Therefore, this

claim is hereby approved and payment is authorized in the total amount of \$ 158.00

12-6-71

Date

[Signature]
Authorized signature

E. RECORD OF PAYMENT

Claim paid: \$ _____ by check No. _____ dated _____.

ATTACHMENT TO CLAIM FOR INCIDENTAL EXPENSES - HUD 6147
 JOHN W. AND ROSENA J. HART
 EMANUEL PROJECT - ORE R-20

3. SETTLEMENT COSTS INCURRED BY CLAIMANT

ITEM (a)	CHARGED TO CLAIMANT ON CLOSING STATEMENT (b)	PAID DIRECT BY CLAIMANT (c)	AMOUNT CLAIMED (b & c) (d)	AMOUNT APPROVED (e)
Title Insurance Policy	\$ 50.00	\$	\$ 50.00	\$ 50.00
$\frac{1}{2}$ Escrow Fee	32.00		32.00	32.00
Recording Deed	1.50		1.50	1.50
Recording Trust Deed	4.50		4.50	4.50
Survey	15.00		15.00	15.00
Pictures	2.50		2.50	2.50
Realty Tax (tax service fee)	12.50		12.50	12.50
Appraisal Fee (FHA)	40.00		40.00	40.00
	<hr/>		<hr/>	<hr/>
Total	\$ 158.00	\$	\$ 158.00	\$ 158.00

Pioneer National Title Insurance Company

Oregon Division • 421 S.W. Stark Street • Telephone 224 0550 • Portland, Oregon 97204

Esc No 387914

Branch Telephone:
ESCROW STATEMENT

November 23, 19 71

PROPERTY ADDRESS	Debit		Credit	
Hart, John W. & Rosena J.				
5206 N.E. 16th				
DESCRIPTION Lot 8, Block 19, VERNON				
Funds transferred from #382852				8,200 00
Loan Funds				8,000 00
Demand Deposit				
Title Insurance Policy No. 387914 MORTGAGEE'S A.L.T.A.		50 00		
Escrow Fee 1/2		32 00		
Tax: 71-72 taxes in full		265 07		
71-72 pro-rata share 7-1-71 to 11-18-71				101 44
City Liens				
Reconveyance				
RECORDING				
Deed Potter to Hart		1 50		
Deed to				
Mortgage to				
Trust Deed Hart to Columbia Mortgage Co.		4 50		
Release of Mortgage to				
Reconveyance				
Contract between and				
Interest Adjustment on \$ 8,000.00 from 11-22-70 to 11-30-71		13 77		
Insurance pro rata on \$ from to				
Paid for real estate commission				
Paid Potter for deed		13,500 00		
Paid Columbia Mortgage Co for costs and reserves		170 88		
Survey, \$15.00 Pictures, \$2.50				
Realty tax, \$12.50 Loan fee, \$80.00				
Reserves, \$60.08				
James H. Bethune for appraisal fee		40 00		
Graspel, Franklin, Goodwin & Associates, Inc for fire premium		53.00		
		2,170 72		
Balance On Check Herewith		16,301 44		16,301 44
TOTAL				
TOTAL				

This covers money settlement only.
Any papers to which you are entitled
will follow later.

Pioneer National Title Insurance Company

By (Mrs.) Jean Egberg, Escrow Officer

Hart

DATED this 12 day of Nov. 1971.

The undersigned does hereby consent and agree that all personal property left by me in the premises at 3141 N. Hartenstein, Portland, Oregon may be considered and treated by the PORTLAND DEVELOPMENT COMMISSION as abandoned property and disposed of without incurring any obligation or liability to account to me therefore.

Rosena J Hart
(firm name)

by: _____

MEMORANDUM

Date 11-11-71

TO: Ben Webb
FROM: Emanuel Site Office
SUBJECT: Release of RHP from Escrow

Escrow Company Pioneer National Title Ins Co.
Escrow No. 382-852
Parcel No. R-9-2
Name John W. & Rowina Hart
Moving Date 11-11-71

The above client has relocated and does occupy the property which they purchased at 5206 NE 16th. The City Bureau of Buildings reports that the structure complys with City Housing Regulations.

Please authorize the release of the Replacement Housing Payment in the amount of \$ 8,000.00.

1st QC
Relocation Worker

September 20, 1971

Columbia Mortgage Co.
812 S. W. Washington
Room 600
Portland, Oregon 97205

ATTN: Carol Chapman

Gentlemen:

The Portland Development Commission has authorized a Replacement Housing Payment in the amount of \$8,000 to John W. and Rosena J. Hart contingent upon the purchase of a replacement house at 5206 N. E. 16th Avenue for the sales price of \$13,500. This grant will be placed in their escrow account at Pioneer National Title Insurance with instructions that it is to be released when verification has been furnished that they have purchased and do occupy the above dwelling. The Bureau of Buildings has already provided certification that the house meets current requirements for standard housing.

In addition, the Portland Development Commission has agreed to purchase their house at 3141 N. Gantenbein for the amount of \$5,500.

If you need further information please contact our office.

Very truly yours,

W. Stanley Jones

WSJ:sic

Sturdy

September 17, 1971

Pioneer National Title Insurance Co.
421 S. W. Stark Street
Portland, Oregon 97204

ATTENTION: Jean Egberg
Escrow Officer

Re: Escrow No. 382852
HART, John W. and
Rosena J.

Gentlemen:

Enclosed is Warrant No. 48 EH in the amount of \$8,000 representing a replacement housing payment, to be deposited to subject escrow for disbursement to Mr. and Mrs. Hart upon written authorization by the Commission that they have purchase and do occupy standard housing.

Yours very truly,

Harold D. Hand
Real Estate Supervisor

HDH:dI
Enclosure (1)

Seller is closing at Pioneer also

PORTLAND DEVELOPMENT COMMISSION

1700 S.W. FOURTH AVENUE
PORTLAND, OREGON 97201

N? 48 EH

DATE September 16, 19 71

PAY TO **Pioneer National Title Insurance Company**

\$ 8,000.00

DOLLARS

TO THE TREASURER OF THE
CITY OF PORTLAND, OREGON



AUTHORIZED SIGNATURE
NON-NEGOTIABLE

AUTHORIZED SIGNATURE

Portland Development Commission · 224-4800

DETACH BEFORE DEPOSITING CHECK

DATE	INVOICE OR CONTRACT NOS.	DESCRIPTION	AMOUNT
		Deposit in escrow for John W. & Rosena J. Hart for move from 3141 N. Gantenbein (Parcel R-9-2), per Replacement Housing Claim filed.	\$8,000.00

Account Distribution

NO.	TITLE	AMOUNT
E 1501	Relocation Payments (RHP)	\$8,000.00

BD

Pioneer National Title Insurance Company

Oregon Division • 421 S.W. Stark Street • Telephone 224-0550 • Portland, Oregon 97204

Esc. No. 382852

Branch Telephone: _____
ESCROW STATEMENT

September 15 19 71

Hart, John W. & Rosena J.

PROPERTY ADDRESS 3141 N. Gantenbein

DESCRIPTION The N. 29 feet of the S. 58 feet of
Lots 1 & 2 Block 9, Subdivision of RIVERVIEW
Addition to Albina

	Debit	Credit
	\$	\$
Demand trust for deed		5,500 00
Title Insurance Policy No.		
Escrow Fee		
Taxes <u>70-71 pro-rata 7-1-71 to 9-15-71</u>	21 86	
"""" <u>70-71 in full</u>	108 78	
Documentary Stamp tax (Ashley-Hart)	6 05	
City Liens		
Reconveyance		
RECORDING		
Deed <u>Ashley</u> to <u>Hart</u>	1 50	
Deed		
Mortgage		
Trust Deed		
Release of Mortgage		
Reconveyance		
Contract between		
<u>%</u> Interest Adjustment on \$ _____ from _____ to _____		
Insurance pro rata on \$ _____ from _____ to _____		
Paid _____ for real estate commission		
Paid <u>Robert N. Ashley</u> for <u>Balance due on Contract</u>	5,131 64	
Paid <u>Bureau of Water Works</u> or <u>Water Bill</u>	7 87	
Funds held in Escrow pending authorization from <u>Portland Development Commission to release</u>	200 00	
Balance Our Check Herewith	22 30	
Balance Debit		
TOTAL	5,500 00	5,500 00

This covers money settlement only.
Any papers to which you are entitled
will follow later.

Pioneer National Title Insurance Company

By _____

(Mrs.) Jean Egberg, Escrow Officer

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CLAIM FOR REPLACEMENT HOUSING PAYMENT

NAME, ADDRESS, AND ZIP CODE OF DISPLACING AGENCY Portland Development Commission 1700 S.W. Fourth Avenue Portland, Oregon 97204	PROJECT NAME (If Applicable) Emanuel Project PROJECT NUMBER Ore. R-20
--	--

INSTRUCTIONS: Complete all applicable items and sign certification in Block 6. Consult the displacing agency as to whether you need a Claimant's Report of Condition of Dwelling (Form HUD-6141.2) to complete and submit with this claim.

PENALTY FOR FALSE OR FRAUDULENT STATEMENT. U.S.C. Title 18, Sec. 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies . . . or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both."

1. FULL NAME OF OWNER-OCCUPANT CLAIMANT. <i>(as shown in deed to displacing agency or in condemnation proceeding)</i> John W. & Rosena J. Hart	3. DATE OF DISPLACEMENT
2. Family <input checked="" type="checkbox"/> Individual <input type="checkbox"/>	

4. DWELLING UNIT FROM WHICH YOU MOVED R-9-2

a. Address: 3141 N. Gantenbein
Portland, Oregon

b. Date you first occupied this dwelling unit as the owner:
Oct. 9, 1968
Month-Day-Year

c. Check one:
 Single-family dwelling unit
 Two-family dwelling unit

d. Did you occupy this dwelling for at least one year prior to initiation of negotiations?
 Yes No

5. DWELLING UNIT TO WHICH YOU MOVED

a. Address (Include ZIP Code): 5206 N.E. 16th
Portland, Oregon

b. Number of bedrooms: 4

c. Purchase price: \$ 13,500.

d. If you have purchased and occupied this dwelling

(1) Date you signed purchase contract: _____
Month-Day-Year

(2) Date you moved into this dwelling: _____
Month-Day-Year

e. If you have purchased but not occupied this dwelling:

(1) Date you signed purchase contract: _____
Month-Day-Year

(2) Date of settlement: _____
Month-Day-Year

(3) Date you expect to occupy: _____
Month-Day-Year

6. I submit this information in support of a claim for a Replacement Housing Payment under Section 114(c)(3) of the Housing Act of 1949, as amended, and I certify under the penalties and provisions of U.S.C. Title 18, Sec. 1001, and any other applicable law, that the information submitted herewith has been examined by me and is true, correct, and complete, and that I understand that, apart from the penalties and provisions of U.S.C. Title 18, Sec. 1001, and any other applicable law, falsification of any item submitted herewith may result in forfeiture of the entire claim.

Sept 2, 1971
Date

Rosena J. Hart
Signature of Owner-Occupant

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

DETERMINATION OF ELIGIBILITY AND COMPUTATION OF REPLACEMENT HOUSING PAYMENT

NAME OF CLAIMANT

John W. & Rosena J. Hart

NAME OF DISPLACING AGENCY

Portland Development Commission

INSTRUCTIONS: Attach completed Form HUD-6154 to claimant's copy of Form HUD-6153 and, if applicable, Form HUD-6141.2.

DETERMINATION OF ELIGIBILITY. *(Attach an explanation of any entries which differ from claimant's entries on Form HUD-6153.)*

1. Did the claimant own the single- or two-family dwelling at the time of acquisition?

YES	NO
X	

Initial Date of Ownership:

Date of Acquisition:

Month-Day-Year

Month-Day-Year

2. Did the claimant own and occupy the single- or two-family dwelling at least one year prior to the initiation of negotiations?

YES	NO
X	

Initial Date of Ownership:

Date of Initiation of Negotiations:

Month-Day-Year

Month-Day-Year

3. If the claimant moved prior to acquisition, did the claimant own and occupy the single- or two-family dwelling at least 18 months prior to the date of HUD approval of the project and own the property on the date of initiation of negotiations?

YES	NO
n/a	

Initial Date of Ownership:

Date of HUD Approval of the Project:

Month-Day-Year

Month-Day-Year

4. Did the claimant purchase and occupy the replacement housing within one year from the date of displacement?

YES	NO
X	

Date of Displacement:

Date of Purchase of Replacement Housing:

Date of Occupancy of Replacement Housing:

Month-Day-Year

Month-Day-Year

Month-Day-Year

5. Has the replacement housing been inspected and found to be standard?
(Attach copy of Dwelling Inspection Record or, if the claimant moved outside the locality, attach the report obtained from the claimant (Form HUD-6141.2).)

YES	NO
X	

Date previously substandard dwelling was inspected and found to be standard:

Month-Day-Year

NOTE: The claimant who purchases and occupies a substandard dwelling may become eligible for the payment if, within one year following displacement, he brings the substandard dwelling into conformance with the applicable codes or purchases and occupies a standard dwelling.

COMPUTATION OF REPLACEMENT HOUSING PAYMENT

1. Average sales price for a standard dwelling suitable for the claimant, or actual purchase price of (From approved Form HUD-6155) dwelling whichever is less.	\$ 13,500
2. Acquisition payment received by the claimant for his single- or two-family dwelling.	\$ 5,500
3. Line 1 minus line 2.	\$ 8,000
4. Amount of Replacement Housing Payment (If amount on Line 3 is \$5,000 or more, enter \$5,000; if amount on Line 3 is less than \$5,000, enter amount on Line 3.)	\$ 8,000
5. Amount of any Additional Relocation Payment,* previously paid. *Include Relocation Adjustment Payment made in accordance with interim instructions (See Circular 1370.3, paragraph 8).	\$ ---
6. Amount of any payment received under State law of eminent domain, determined to have the same purpose and effect as the Replacement Housing Payment.	\$ 8,000
7. Total (line 5 and 6)	\$ 8,000
8. Amount of Replacement Housing Payment. (Line 4 minus line 7)	\$ 8,000

REMARKS: (If the claimant was unable to occupy the replacement housing within the required one year period, use this space to provide explanation.)

CERTIFICATION OF THE DISPLACING AGENCY

This is to certify that the property purchased by the claimant has been inspected and the property was occupied by the claimant within one year following his displacement.

Date of Displacement:

Date Occupancy Established:

Month-Day-Year

Month-Day-Year

I further certify that I have examined this claim and have found it to be in accord with the applicable provisions of Federal Law and the regulations issued by the Department of Housing and Urban Development pursuant thereto. Therefore, this claim is hereby approved and payment of the amount shown on Line 8 above is authorized.

9-13-71
Date


Authorized Signature

	DATE	WARRANT CHECK NO.	AMOUNT
RECORD OF PAYMENT	9/16/71	48 EH	\$ 8,000.00

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CLAIM FOR REPLACEMENT HOUSING PAYMENT

NAME, ADDRESS, AND ZIP CODE OF DISPLACING AGENCY	PROJECT NAME (If Applicable)
	PROJECT NUMBER

INSTRUCTIONS: Complete all applicable items and sign certification in Block 6. Consult the displacing agency as to whether you need a Claimant's Report of Condition of Dwelling (Form HUD-6141.2) to complete and submit with this claim.

PENALTY FOR FALSE OR FRAUDULENT STATEMENT. U.S.C. Title 18, Sec. 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies . . . or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both."

1. FULL NAME OF OWNER-OCCUPANT CLAIMANT. (as shown in deed to displacing agency or in condemnation proceeding) <u>JOHN W. & ROSENA J. HART</u>	3. DATE OF DISPLACEMENT
2. Family <input type="checkbox"/> Individual <input type="checkbox"/>	

4. DWELLING UNIT FROM WHICH YOU MOVED

a. Address: 3141 N GANTENBEIN

b. Date you first occupied this dwelling unit as the owner:
Oct 9, 1968
Month-Day-Year

c. Check one:
 Single-family dwelling unit
 Two-family dwelling unit

d. Did you occupy this dwelling for at least one year prior to initiation of negotiations?
 Yes No

5. DWELLING UNIT TO WHICH YOU MOVED

a. Address (Include ZIP Code): 5206 NE 16th

b. Number of bedrooms: 4

c. Purchase price: \$13,500.00

d. If you have purchased and occupied this dwelling

(1) Date you signed purchase contract: _____
Month-Day-Year

(2) Date you moved into this dwelling: _____
Month-Day-Year

e. If you have purchased but not occupied this dwelling:

(1) Date you signed purchase contract: _____
Month-Day-Year

(2) Date of settlement: _____
Month-Day-Year

(3) Date you expect to occupy: _____
Month-Day-Year

6. I submit this information in support of a claim for a Replacement Housing Payment under Section 114(c)(3) of the Housing Act of 1949, as amended, and I certify under the penalties and provisions of U.S.C. Title 18, Sec. 1001, and any other applicable law, that the information submitted herewith has been examined by me and is true, correct, and complete, and that I understand that, apart from the penalties and provisions of U.S.C. Title 18, Sec. 1001, and any other applicable law, falsification of any item submitted herewith may result in forfeiture of the entire claim.

9/13/71
Date

Signature of Owner-Occupant

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT DETERMINATION OF ELIGIBILITY AND COMPUTATION OF REPLACEMENT HOUSING PAYMENT	NAME OF CLAIMANT <div style="text-align: center; font-size: 1.2em;">9-13-71</div>
NAME OF DISPLACING AGENCY	

INSTRUCTIONS: Attach completed Form HUD-6154 to claimant's copy of Form HUD-6153 and, if applicable, Form HUD-6141.2.

DETERMINATION OF ELIGIBILITY. (Attach an explanation of any entries which differ from claimant's entries on Form HUD-6153.)

1. DID the claimant own the single- or two-family dwelling at the time of acquisition?

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Initial Date of Ownership:

Date of Acquisition:

Oct 9 68
Month-Day-Year

Oct 9 68
Month-Day-Year

2. Did the claimant own and occupy the single- or two-family dwelling at least one year prior to the initiation of negotiations?

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Initial Date of Ownership:

Date of Initiation of Negotiations:

Oct 9 1968
Month-Day-Year

Month-Day-Year

3. If the claimant moved prior to acquisition, did the claimant own and occupy the single- or two-family dwelling at least 18 months prior to the date of HUD approval of the project and own the property on the date of initiation of negotiations?

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

Initial Date of Ownership:

Date of HUD Approval of the Project:

Month-Day-Year

Month-Day-Year

4. Did the claimant purchase and occupy the replacement housing within one year from the date of displacement?

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Date of Displacement:

Date of Purchase of Replacement Housing:

Date of Occupancy of Replacement Housing:

Month-Day-Year

Month-Day-Year

Month-Day-Year

5. Has the replacement housing been inspected and found to be standard?
(Attach copy of Dwelling Inspection Record or, if the claimant moved outside the locality, attach the report obtained from the claimant (Form HUD-6141.2).)

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Date previously substandard dwelling was inspected and found to be standard:

Month-Day-Year

NOTE: The claimant who purchases and occupies a substandard dwelling may become eligible for the payment if, within one year following displacement, he brings the substandard dwelling into conformance with the applicable codes or purchases and occupies a standard dwelling.

COMPUTATION OF REPLACEMENT HOUSING PAYMENT

1. Average sales price for a standard dwelling suitable for the claimant. <i>(From approved Form HUD-6155)</i>	\$ 21,940
2. Acquisition payment received by the claimant for his single- or two-family dwelling.	\$ 5,500
3. Line 1 minus line 2.	\$ 16,440
4. Amount of Replacement Housing Payment (If amount on Line 3 is \$5,000 or more, enter \$5,000; if amount on Line 3 is less than \$5,000, enter amount on Line 3.)	\$
5. Amount of any additional Relocation Payment,* previously paid. *Include Relocation Adjustment Payment made in accordance with interim instructions (See Circular 1370.3, paragraph 8).	\$
6. Amount of any payment received under State law of eminent domain, determined to have the same purpose and effect as the Replacement Housing Payment.	\$ 2000.00
7. Total (Line 4 and 5)	\$
8. Amount of Replacement Housing Payment. <i>(Line 4 minus line 7)</i>	\$ 2000.00

Remarks: (If the claimant was unable to occupy the replacement housing within the required one year period, use this space to provide explanation.)

CERTIFICATION OF THE DISPLACING AGENCY

This is to certify that the property purchased by the claimant has been inspected and the property was occupied by the claimant within one year following his displacement.

Date of Displacement:

Month-Day-Year

Date Occupancy Established:

Month-Day-Year

I further certify that I have examined this claim and have found it to be in accord with the applicable provisions of Federal Law and the regulations issued by the Department of Housing and Urban Development pursuant thereto. Therefore, this claim is hereby approved and payment of the amount shown on Line 8 above is authorized.

Date

Authorized Signature

RECORD OF PAYMENT	DATE	CHECK NO.	AMOUNT

C. Incidental Expenses (List incidental expenses incurred by you in connection with the purchase of replacement dwelling. If more space is necessary, use additional sheets.)

COSTS INCURRED BY CLAIMANT				FOR LOCAL AGENCY USE
Item (a)	Charged to Claimant on Closing Statement (b)	Paid Directly by Claimant (c)	Amount Claimed (Col. (b) + (c)) (d)	Amount Approved (e)
	\$ 32.00	\$	\$	\$
	6.00			
	40.00			
	17.50			
	2.50			
	15.00			
	50.00			
TOTAL	\$ 158.00	\$	\$	\$

Listing of documents submitted herewith in support of amounts entered in Column (d) above: (Documentation for the above claim must be submitted.)

I submit this information in support of a claim for a Replacement Housing Payment under Section 203 of P.L. 91-646, as amended, and I certify under the penalties and provisions of U.S.C. Title 18, Sec. 1001, and any other applicable law, that the information submitted herewith has been examined by me and is true, correct, and complete, and that I understand that, apart from the penalties and provisions of U.S.C. Title 18, Sec. 1001, and any other applicable law, falsification of any item submitted herewith may result in forfeiture of the entire claim.

Date

Signature of Owner-Occupant (s)

September 2, 1971

Portland Development Commission
235 N. Monroe Street
Portland, Oregon 97227

RE: 5206 N. E. 16th Ave.
HART, Rosena J.

Gentlemen:

This is your authorization of an extension of time in which to close the sale on the above property, as authorized in the earnest money agreement dated July 30, 1971, until Sept. 15, 1971.

Very truly yours,

THE ESTATE OF FRANK C. POTTER

Edward F. Potter

Edward F. Potter, Executor



August 19, 1971

MEMORANDUM

TO: W. Stanley Jones, Relocation Supervisor

FROM: Harold D. Hand, Real Estate Supervisor

SUBJECT: Parcel No. R-9-2
3141 N. Gantenbein
HART, John W. and Rosena J.

1. On May 14, 1971, we received a real estate option on the above property which was thereafter accepted by the Commission and placed in escrow with Pioneer National Title Insurance Company on June 3, 1971.
2. It is understood that the Harts have found a new property and are anxious to close their transaction with us. I have been advised by Jean Egberg, Escrow Officer, that the deed holder is withholding the contract payoff statement and necessary evidence that the judgment of record has been satisfied which appears as exception number 4 of the enclosed copy of the title report. The escrow officer reports that the other parties to the judgment state that the judgment is only partially satisfied.
3. It is recommended that the Harts have their attorney review the contract of sale and demand compliance with its terms by tendering at this time a deed and other necessary documents to avoid discomfort or damages to the Harts.
4. It is understood that exception number 2 has been cleared.



Pioneer National Title Insurance Company

421 S.W. STARK STREET • PORTLAND, OREGON 97204 • TELEPHONE 224-0550

OREGON DIVISION

Portland Development Commission
1700 S. W. 4th
Portland, Oregon

Attn: Dorothy Lyons

Gentlemen:
We are prepared to issue title insurance policy in the usual form insuring the title to the land described on the attached description sheet:

Vestee: ROBERT N. ASHLEY.

R. Paul Aragon
MAY 16 1971

Dated as of May 7, 1971 at 8:00 a.m.

cc: Mr. & Mrs. John W. Hart
cc: Mr. Robert H. Ashley
cc: PNTI-Escrow

Pioneer National Title Insurance Company

By

R. Paul Aragon
R. Paul Aragon

Subject to the usual printed exceptions and stipulations.

1. 1970-71 taxes, \$104.94 unpaid. (Acct. No. 71080-2390)
2. Right, title and interest of Patricia Ann Gould, as disclosed by suit for divorce, Patricia Ann Gould vs. Fred Gould, No. 338401. By decree entered February 20, 1969, Patricia Ann Gould was awarded the premises described herein.
3. Proof should be furnished that Robert L. McKee, attorney for the Plaintiff in the divorce shown at Exception No. 2 above, has been paid in full.
4. Judgment in the State Circuit Court in favor of Carlton H. Perry and against Robert N. Ashley, Judgment No. 361670, entered May 11, 1971 in Docket 67 page 6 line 1; Face \$1,004.50, Costs \$43.50.

Report No. 382852
F 235
RPA:sc---Unit 1

(Continued)

PRELIMINARY REPORT ONLY

In addition to the release of the judgment creditor, ORS 87.495 requires that the lien for attorneys fees shall be satisfied in full. The attorney of record is Paul O'Hallaren.

-----END OF REPORT-----

DESCRIPTION SHEET

See page 1 for vesting and encumbrances, if any.

Description of the tract of land which is the subject of this report:

The North 29 feet of the South 58 feet of Lots 1 and 2, Block 9,
SUBDIVISION OF RIVERVIEW ADDITION TO ALBINA, in the City of
Portland, County of Multnomah and State of Oregon.



CREDIT BUREAU REPORTS

a nationwide service



FHA Standard Factual
Data Report No. 891

CORRECT NAME AND ADDRESS

Name..... **HART, JOHN W. ROSINE J.**
 Street Address..... **3141 N GANTERBEN**
 City and State..... **PORTLAND, OREGON.**
 Zip Code.....

Case Number.....
 Property Address.....
 Date on Order Ticket..... **8/10/71**
 Date Received by Bureau..... **8/80**
 Date Report Mailed.....

(No reference shall be made in this report to race, creed, color, or national origin)

1-A. Do name and address agree with information shown on request for report? If not, explain below.	1-A. YES
B. Date of Birth -	B. 59, SHE 51
2-A. Marital status - number of dependents including self	2-A. MARRIED 6 dependents:
B. Length of time married -	B. NOT STATED
C. Did you learn of any separation or divorce?	C. NOT STATED.
3-A. Name of present employer -	3-A. RETIRED, - WELFARE - Years:
B. Position held - length of present connection -	B. DISABILITY, NO SOCIAL SECURITY (UNABLE TO VERIFY)
C. Has employment status changed within the past two years?	C.
4-A. If spouse is presently employed, give name of employer -	4-A. Years:
B. Position held - length of present connection -	B.
C. Approximate income -	C. \$

REMARKS: 1. Amplify his employment history. (This report shall contain information as to the subject's previous employment status, location and salary, if there has been a change in employment status within the past two years.)
 2. The reporting bureau certifies that: (a) public records have been checked for suits, judgments, foreclosures, garnishments, bankruptcies, and other legal actions involving the subject with the results indicated below: or, (b) equivalent information has been obtained through the use of a qualified public records reporting service with the results indicated below. (Give details). (The records of real estate transfers which do not involve foreclosure may be excluded).
 3. The reporting bureau certifies that the subject's credit record in the payment of bills and other obligations has been checked: (a) through the credit accounts extended by a combined minimum of 75% of the larger department stores and larger consumer and unsecured credit granters of the community in which the subject resides, with the results indicated below: or, (b) through accumulated credit records of such credit granters of the community in which the subject resides, with the results indicated below.

8/12/71

Trade Line	How Long Selling	Date of Last Sale	Highest Credit	Amount Owning	Amount Past Due	Terms of Sale and Usual Manner of Payment
------------	------------------	-------------------	----------------	---------------	-----------------	---

BANK REFERENCE. NO RECORD.
BANK REFERENCE. 1/71, MEDIUM 2 SAVINGS
MARKS. TO FOLLOW: (REPORTED, 1/70: 8/68 420 BALANCE 393. R-20-1)
CHECKED 1/21/70:
BANK 9/68, SAVINGS., NO FIGURES STATED.
GRANDIENT ACCOUNT:
UTILITY 2/2/70 \$10. STILL OWING.
HOSPITAL 11/4/69 40. STILL OWING.
FILE, 1/70: STATED: HE RETIRED FROM U.S. GOVERNMENT, CLAIMS \$410. MONTH.
3/69, HE LISTED EMPLOYED MR. WEISMAN, JANITOR- NO DETAILS; 12/67, DISABLED, ON PENSION- NO DETAILS.
1/70, SHE - BRIGGS SEAMSTER SHIP- NO DETAILS.

Report for: **4/COPIES, PORTLAND DEVELOPMENT (PERKINS) \$5.50**

Mortgage Stamp Imprint Number (if Applicable)

Prepared by: **RETAIL CREDIT METRO**

City State

The information in this report is provided under contract between the Federal Housing Administration and Credit Bureau Reports, Inc. Information furnished on FHA Standard Factual Data Report No. 891, together with related antecedent reports, is furnished upon the express condition that the FHA Approved Mortgagee and/or its authorized agent or FHA Contract Broker and/or its authorized agent or the V.A. Lender and/or its authorized agent agrees to hold such information in strict confidence for its own exclusive use, never to be communicated except to the FHA, or VA (or bona fide purchasers in the secondary mortgage market), and to save Credit Bureau Reports, Inc., and the reporting credit bureaus, their officers, agents and employees harmless from any and all damages which may arise from the violation of the agreement by such FHA Approved Mortgagee or such FHA Contract Broker, or such VA Lender.

TUMBLE OVER. WRITE FROM TOP DOWN.

(SEE REVERSE SIDE FOR COMMON LANGUAGE FOR CONSUMER CREDIT)

EARNST MONEY RECEIPT, OFFER AND ACCEPTANCE

Portland, Oregon July 30, 1971

RECEIVED FROM ROSA J. HART

hereinafter called "buyer", the sum of \$ 500.00 in the form of CASH NOTE as earnest money and part payment for the following described real estate: House on 50 x 100 lot known as 2208 N. E. 16th Ave., and locally described as:

Lot 4, Block 19, VERNON, in the City of Portland, County of Multnomah and State of Oregon.

together with the following personal property:

None

for a total purchase price of Thirteen Thousand Five Hundred & 00/100 Dollars \$13,500.00 on the following terms, to-wit: The earnest money hereinabove received for (from Port. Dev. Com) 500.00

upon delivery (1) of the title report mentioned below and (2) of \$ 500.00 as additional earnest money, the sum of

Thirteen Thousand & 00/100 Dollars \$13,000.00

payable as follows: Seven Thousand Nine Hundred in cash from Portland Development Comm. and \$5100.00 balance to be negotiated to buyer's advantage.

File 235

1. Seller shall furnish to buyer in due course of seller's business a title policy insuring marketable title in an amount equal to purchase price of above real estate. Title policy to include, but not be limited to, buyer's title insurance company's title report showing no encumbrances on title other than seller's title to said property.

2. If seller fails to accept this offer within the period allowed by the above paragraph, or if seller's title is not insurable and cannot be made so within 30 days after the date of preliminary title report, the said earnest money shall be refunded, but buyer's acceptance thereof shall not constitute a waiver of other remedies available to him, but if seller declines this offer and title is insurable and buyer neglects or refuses to comply with the above conditions, or to make all said required payments promptly, then said earnest money and additional earnest money shall be forfeited to seller as liquidated damages and this contract shall be of no further binding effect.

The property is to be conveyed by deed and sufficient deed, free and clear of all liens and encumbrances excepting zoning ordinances, building and use restrictions, easements, or other easements of record and no other exceptions.

Seller shall leave on the premises at the time of the property purchased all fixtures, plumbing, heating and built-in appliances, fixtures and equipment including, but not limited to, including, but not limited to, all equipment, water heaters, light fixtures, built-in and other bathroom fixtures, separate sinks, clothes, a dryer and curtain rods, window and door screens, storm doors and windows, attached or detached lawn care equipment, well pump, all shrubs, plants and trees and all other attached fixtures not hereinafter expressly reserved or excepted.

Taxes for the current year, taxes, interest, insurance premiums and other charges shall be prorated between buyer and seller, buyer shall pay seller for all or other tax on land or part of same and shall reimburse seller for taxes held in seller's reserve account, if any, for any indebtedness on said property, all payments are to be made as of the date of delivery of possession unless otherwise specified. The responsibility to be discharged by seller may be paid of seller's option, out of the purchase money or out of seller's CLOSING ESCROW FUND. CLOSING ESCROW COSTS TO BE SHARED EQUALLY BY SELLER AND BUYER.

Provision of said premises is to be delivered to buyer on or before closing. This is of the essence hereof. The contract is binding upon the signatories, administrators, successors and assigns of buyer and seller. However, the buyer's rights herein are not assignable without written consent of seller. In any suit or action brought on or under this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees to be fixed by the court.

Special conditions:

Address: 2140 N. Crossbill St., Portland, Ore. Phone: 285-8111

Lulu Realty Co.

AGREEMENT TO PURCHASE

July 30

1. Buyer hereby agrees to purchase the above described property on the terms and conditions set forth herein, for the price and on the terms set forth herein and agree to pay to the seller a period of 30 days after the date of this agreement, or such other period as may be agreed to in writing, the purchase price of the above described property, less the earnest money hereinbefore received by the seller.

Rosa J. Hart

2208 N. E. 16th Ave. Portland, Ore. Phone: 285-1242

Lulu Realty Co.

Providing closing occurs within 30 days from this date. Buyer agrees and accepts the above sale for said price and on said terms and conditions and agrees to consummate the same as stated.

Address: 625 N.E. Buffalo Portland, Ore. Phone No. 285-2055

BUYER PROMISES TO BUYER, either manually or by registered mail, a copy hereof showing seller's acceptance of the foregoing instrument bearing his signature and that of the seller at the time of execution.

Copy hereof showing seller's signed acceptance can be sent to buyer's above address. Return receipt requested on return receipt card received and attached to buyer's copy.

June 22, 1971

Bruce Y. Curry
Attorney at Law
4445 N.E. Fremont
Portland, Oregon 97212

Re: Mr. and Mrs. John W. Hart

Dear Mr. Curry:

We have your letter of June 11, 1971 and apologize for the delay in replying.

With respect to your questions, we enclose a copy of the pertinent sections of the Uniform Relocation and Real Property Acquisition Policies Act of 1970. The provisions of this Act will govern all of our relocation activities.

We hope this is the information you require; however, if we may be of further assistance, please let us know.

Very truly yours,

Benjamin C. Webb
Acting Chief of Relocation
and Property Management

BCW:ch
Enclosure

*Check Hart
file*

BRUCE Y. CURRY
ATTORNEY AT LAW
TELEPHONE 281-7420
4445 N.E. FREMONT
PORTLAND, OREGON 97213

COPY

June 11 1971

RECEIVED

JUN 14 1971

PORTLAND DEVELOPMENT COMMISSION

Portland Development Commission
1700 S.W. Fourth Ave
Portland, Oregon. 97201

Gentlemen:

Mr and Mrs John W. Hart of 3141 N. Gantenbein Ave. Portland, Oregon 97227 entered into an option to sell their home property to you for the Emanuel Hospital Project for \$5,500.00, plus \$5000.00 more for relocating.

Also they were told if they would find a house for less than \$21,000.00 that you would pay the cost of the new house. Now it appears they have been informed that you will pay no more than \$8000.00 on account of the purchase price of a new home which they are willing to purchase at 5206 N.E. 16th Ave. Portland, Oregon at a cost of \$13,500.00 thru LaDue Realty Co. of this City.

Can you please clarify this matter for me as I cannot seem to get all of the oral statements made by your staff to conform to the writings I have in front of me.

Very sincerely,

Bruce Y. Curry

8.

COPY

June 22, 1971

Bruce Y. Curry
Attorney at Law
4445 N.E. Fremont
Portland, Oregon 97212

Re: Mr. and Mrs. John W. Hart

Dear Mr. Curry:

We have your letter of June 11, 1971 and apologize for the delay in replying.

With respect to your questions, we enclose a copy of the pertinent sections of the Uniform Relocation and Real Property Acquisition Policies Act of 1970. The provisions of this Act will govern all of our relocation activities.

We hope this is the information you require; however, if we may be of further assistance, please let us know.

Very truly yours,

Benjamin C. Webb
Acting Chief of Relocation
and Property Management

BCW:ch
Enclosure

TELEPHONE
252-0221

ORTHOPEDIC SURGERY
AND FRACTURES

NORMAN D. LOGAN, M.D.

PHYSICIAN AND SURGEON
330 N.E. 120TH AVENUE
PORTLAND, OREGON 97220

June 2, 1971

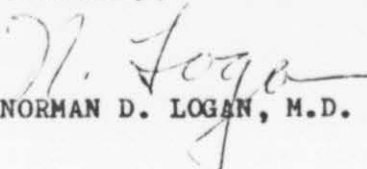
RE: Mr. John W. Hart

TO WHOM IT MAY CONCERN:

Mr. John W. Hart had a chronic lumbosacral strain with residual nerve root irritation, adenocarcinoma of the right kidney which was removed in July of 1965, and generalized osteoporosis.

It is felt that if he moves to a house, he should be on the ground level, avoid stair climbing since he uses a cane, and have his bedroom on the ground level.

Sincerely,


NORMAN D. LOGAN, M.D.

NDL:pd

HART

MEMORANDUM

May 27, 1971

TO: CET & BW
FROM: WSJ
SUBJECT: Emanuel Hospital Project - Summary of Relocation
Situation in Each Parcel With Signed Option to Date

VACANT PARCELS

RS-4-1 2629-39 N. Williams Avenue
A-3-14 241 N. Fargo

BUSINESSES

Wallace Building Wreckers
Parcel # RS-3-9
(Tenant)

This company, a demolition contractor, maintains an office outside the project area and uses the building in the project as a warehouse and retail outlet for material salvaged from its wrecking operations. The owner of the business, Mr. D. E. Wallace, has indicated that this operation in the project is not of major concern to him and seems unworried about the prospects of moving. This company has low requirements for a replacement building, being interested mainly in just a place to keep used materials and should present no real difficulty in relocating.

Wallace Building Wreckers is currently on PDC's bid mailing list for demolition jobs.

Western Food Equipment Company
Parcel # A-4-1
(Tenant)

This company is a warehousing wholesale distributor and manufacturer's representative for food and dairy equipment. WSJ has been in close contact with this business since January 1970. The company recently purchased land at 181st and N.E. San Rafael in the Rockwood Industrial area across the street from the present John Deere Tractor plant.

Western Food Equipment Co. (continued)

A new building, of possibly twice the size of present facilities, will be constructed on this site. The company has been placed in contact with Mr. Clyde Sanders of SBA and will most likely be receiving assistance through a displaced business loan. The relocation of this company will mainly be dependent on the construction schedule of the new building.

HOUSEHOLDS - (Assigned to Jim Crolley)

← HART, John H.
3141 N. Gantenbein
Parcel # R-9-2

Mr. and Mrs. John Hart, black, is retired and on disability. They have lived in this house for three years. Mr. Hart is 59 and Mrs. Hart is 51. They have six children, ages 17 - 6. Their income includes Social Security, Disability, Social Security for minor dependents and Welfare.

The Hart's have purchased a home at 3318 N. Missouri, part of the family lives there and part lives in the other house. The house they purchased has not been inspected by the City. If it does not pass inspection there is a possibility they will purchase another house. They are to receive \$5,500.00 for their home plus RHP. Relocation benefits will cover their moving expense in full. It appears that all details can be worked out as soon as they are ready to proceed

PACE, Theodore P.
3217 N. Vancouver Avenue
Parcel # A-3-20

Mr. and Mrs. Pace are black and have lived in this house for nineteen years. Mr. Pace is 71, Mrs. Pace around 68. He is retired and receives Social Security and she does occasional domestic work. They are foster parents for two teenage boys, Alfred Anthony 18 and Robert E. Lee 16, both white and attend public school.

Mr. and Mrs. Pace plan to purchase a house at 3416 N.E. 14th. An inspection by the City has been made. There are three minor sub-standard conditions to be corrected. They are; safety handrail to second story, approved pressure relief valve and drainpipe, and heating facilities to fourth bedroom on second story. They are receiving \$6,500.00 for their home plus have applied for an additional \$600.00 because of reappraisal due to some improvements. Relocation benefits will cover their moving expense in full and they will be able to pay cash for their new home, which is \$9,500.00, as he will receive \$5,000.00 on RHP.

HOUSEHOLDS - Assigned to Jim Crolley (continued)

MALONE, Cherry A.
3303 N. Vancouver
Parcel #A-4-13

Cherry Malone is single, 40 years old, black, mother of two children. She does sewing and odd jobs and states her income is approximately \$200.00 per month. She has about \$3,000.00 equity in her home in the project.

Mrs. Malone is presently in the hospital and will be unable to move immediately. She has signed an earnest money agreement for a \$16,300 house at N.E. 12th and Failing. Under the old regulations Mrs. Malone would receive a \$5,000 Replacement Housing Payment, however, by the time she is ready to move we should be operating under the new regulations and that payment could be increased to \$9,171.00. She may be able to use the balance of the purchase price on a FHA 235 Loan. Mrs. Malone's moving costs will be covered by the relocation benefits for moving expenses.

MONTAGUE, Charles
319 N. Fargo
Parcel #R-8-10

Mr. Montague is a single, white, 75 year old home owner. He moved into his home in the project area 10 years ago after being displaced from the South Auditorium Urban Renewal Project. He receives \$171.40 per month from Social Security.

Mr. Montague is purchasing a home at N.E. 10th and Shaver which appears to be standard. (A City inspection has been ordered but not completed). He is receiving \$6,500.00 for his house in the project, and is paying \$6,750.00 for his new home. Relocation benefits will cover his moving costs in full and he will be able to pay cash for his new home as he will receive a \$9,046.00 RHP. There appears to be no problems with this case. Mr. Montague is satisfied with his new home and will suffer no financial loss because of his displacement.

HOUSEHOLDS - (Assigned to Chet Daniels)

TURNER, Queen E.
260 N. Ivy
Parcel #A-4-4

Mrs. Turner, age 45, black, is a tenant. She has lived at this address for two years. She would like to buy if possible. Has a roomer, one man, 56 years old. Mrs. Turner has an income of about \$300.00, the roomer earns about \$500.00. They are both friendly and receptive.

HOUSEHOLDS - (Assigned to Chet Daniels) - continued

PRUITT, Laverne
248 N. Ivy
Parcel #A-4-4

We have very little information on Mrs. Pruitt. She was a member of EDPA and refused to give information during the survey. A hostile person.

YARBOROUGH, Bobbie M.
252 N. Ivy
Parcel #A-4-4

Mrs. Yarborough is a tenant and has lived on site for 12 years. Income consists of old age pension, \$105.00 per month. She would like to get a two bedroom house. Her present rent is \$47.50 per month. Very much against small apartment, wants to keep her furniture. She has been brainwashed by landlord into believing nothing will happen and that no sale is forthcoming. She has consented to go out and look for new place.

FISCHMAN, Steven
553 N. Knott
Parcel #E-2-7

Mr. and Mrs. Fischman are tenants at this address. He is a student and she works for Bonneville. She earns about \$500.00 per month. They would like to buy a house if possible.

BATES, Billy
3320 N. Gantenbein
Parcel #A-4-6

Mr. Bates a 36 year old black man with two teenage sons. He would like to buy a house if possible, but would take a two bedroom apartment. He has lived in the area less than one year and when relocated would prefer to move closer to Pendleton Woolen Mills, his place of employment.

YOUNG, Dave
248 N. Cook
Parcel #A-3-7

Mr. Young, a single 62 year old black man, is presently employed earning \$640.00 per month. He plans to retire after his home is purchased by PDC and move into an apartment. He is presently making application for a one bedroom "rent supplement" apartment. This will enable him to pay rent based on 25% of his income when he retires and to retain the \$5,000.00 price paid for his home in the project. His moving costs will be covered by relocation payments.

HOUSEHOLDS - (Assigned to Chot Daniels) - continued

CLARK, Ray E.
2649 N. Commercial Ct.
Parcel #E-3-6

Mr. Clark is 22 years old. Moved on site April 24th. He is working and earning about \$85.00 per week from Bob Pederson of Pick-Up Parts on N.E. Cully. The living condition and housekeeping of their present apartment is very bad. Need two bedroom apartment. Will qualify for public housing or low income rental.

GRANVILLE, Verta
2653 N. Commercial Ct.

Has lived on site since March 1971. Mrs. Granville has two children. They live in four room apartment with bath. She is expecting another baby soon. She is on Welfare and receives \$165.00 per month. Wants to move to HAP housing.

Notice to: Portland Development Commission

I (we) have read your letter describing the relocation benefits that may be available under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, to those displaced on or after January 2, 1971. I (we)

(check one)

- Request that you process my (our) claim for an interim relocation payment. I (we) understand that you will advise me (us) promptly when and if a revised claim may be submitted for adjustments on the basis of the new Act and in accordance with the implementing regulations.
- Will defer filing a claim until you are able to make the full payments authorized by the new Act. I understand that you will advise me (us) promptly when you are authorized to make full payments authorized by such Act.

5-14-71

Date

John W. Hart

Signature of Claimant

(If more than one claimant, each should sign)

(Return this form to PDC)

R E C E I P T

I hereby acknowledge receipt of a copy of the Portland Development
Commission's RELOCATION SERVICES FOR FAMILIES AND INDIVIDUALS.

Mrs. R. J. Hart

5-13-71
date

HOUSING RESOURCES SURVEY

**RELOCATION ASSISTANCE NEEDS OF RESIDENTS OF
EMANUEL HOSPITAL PROJECT AREA**

(To be filled in for each dwelling unit in the Project Area)

Analyst Carroll Date of survey 2/12/71 Tabulator _____ Date tabulated _____
 Dwelling Unit No. 4 Structure No. 3 Census Block No. 29 Census Tract No. 22A
 Street Address 3141 N. Gantenbein Apartment No. _____

A. Status Of Relocation Assistance Needs At This Dwelling Unit:

1. Assistance may be needed, yes , no _____
2. Why no assistance may be needed
 - a. _____ Vacant
 - b. _____ Will be vacated on the following date _____
 - c. _____ Other reasons _____

called office in response to card left in door - in hurry to leave - promised quick response & buy up.

B. Residents Of This Dwelling Unit Who May Need Relocation Assistance:

Name	Family relation	Age	Sex	Occupation
1. <u>John W. Hart</u>	<u>Head of household</u>		<u>M</u>	<u>retired (service)</u>
2. _____	<u>wife</u>		<u>F</u>	
3. _____	<u>16</u>			
4. _____	<u>15</u>			
5. _____	<u>15</u>			
6. _____	<u>13</u>			
7. _____	<u>11</u>			
8. _____	<u>2</u>			
9. _____				

C. Family Income And Extent Of Travel To Locations Of Employment:

1. Jobholders in this household, employers and location of jobs:

Names of jobholders	Names of employers	Street address where jobs are located	Distance to work
_____	_____	_____	_____
_____	_____	_____	_____

2. Monthly income from jobs and from all other sources received by persons in this household:

Names of persons in this household who have income from any source	Amount of income per month	
	In month before this survey	In an average month during 1970
<u>we "don't need to know that now."</u>	\$ _____	\$ _____
<u>Total family or household income per month</u>	\$ <u>500 estimated</u>	

she said

D. Characteristics Of Replacement Housing Needs Expected To Be Sought:

1. Location (indicate approximate cross streets) _____
2. Transportation, number of autos owned 1, use bus _____, walk _____
3. Will rent house _____, apartment _____, expect to pay rent, including utilities, at \$ _____ per mo. (Furniture is owned, yes _____, no _____, stove and refrigerator owned, yes _____, no _____)
4. Will buy house in price range \$ _____, down payment of \$ _____, monthly payment of \$ _____
5. If now buying this house, how much are payments on contract or mortgage monthly \$ _____
6. Size of unit to be sought, number of bedrooms _____, kitchen _____, dining room _____, living room _____, number of bathrooms 4, total sq. ft. in dwelling unit _____
7. Other characteristics W O (B) I M

have we bought house

don't know - called on phone

date on site 1968 Not

HOUSING RESOURCES SURVEY
 To be Filled in For Each Dwelling Unit in All Survey Areas

Analyst Cannucci Date _____
 Surveyed 2/12/71 Tabulator _____ Date _____
 Dwelling Unit No. 4 Structure No. 3 Census Block No. _____ Census Tract No. _____
 Street Address 3141 N. Gantenbein Apartment No. _____
 Legal Description _____

NAME OF OCCUPANT: Jane NAME & ADDRESS OF OWNER: John Hart NAME & ADDRESS OF PROP. MGR: _____

 TELEPHONE: _____ TELEPHONE: _____ TELEPHONE: _____
 INTERVIEWED? () Yes () No INTERVIEWED? (X) Yes () No INTERVIEWED? () Yes () No

I. DESCRIPTION OF STRUCTURE

Kind of dwelling unit	No. of units in bldg.
<input checked="" type="checkbox"/> One-family house	_____
_____ Apt. in a house	_____
_____ Apt. in apt. bldg. or plex	_____
_____ Apt. in comm. bldg.	_____
_____ Mobile home or trailer	_____

This structure has 1 stories (do not count basement)

II. OCCUPANCY STATUS OF DWELLING UNIT

Owner occupied
 _____ Renter occupied
 _____ Vacant

III. SIZE OF DWELLING UNIT

867 Sq. ft. in first floor (county figure)
867 Sq. ft. in dwelling unit (if more than 1 floor)
5 Total no. of rooms (include kitchen, dining, living and bedrooms, exclude bathrooms)
1 No. of bathrooms
3 No. of bedrooms (rooms used mainly for sleeping)

IV. ASSESSOR'S MARKET VALUATION DATA

A. Dates or period of time
1971 Period market value data applicable
1967 Date of last appraisal
1900 Date structure was originally built

B. Market value data for one-family dwelling

	Market value	Computed value per sq. ft.
Land	\$ <u>1450</u>	\$ _____
Improvements	<u>2230</u>	_____
Total	<u>3680</u>	_____

C. Market value data for dwelling unit in a multiple-family structure or commercial bldg.

	Market value for entire structure	Computed value per sq. ft. for this dw. unit
Land	\$ _____	\$ _____
Improvements	_____	_____
Total	_____	_____

_____ Sq. ft. of all d. u. in this structure
 _____ Sq. ft. of commercial space and value of commercial space: Land \$ _____, improvements \$ _____, total \$ _____.

V. RENTAL RATE FOR THIS RENTED UNIT

Monthly average	Cash rent	Utilities	Total paid by renter
Rent	\$ _____	_____	\$ _____
Electricity		\$ _____	_____
Gas		_____	_____
Water		_____	_____
Heat (oil, or other)		_____	_____
Total	\$ _____	\$ _____	\$ _____

Deposits required of renter
 Advance rent \$ _____, other \$ _____

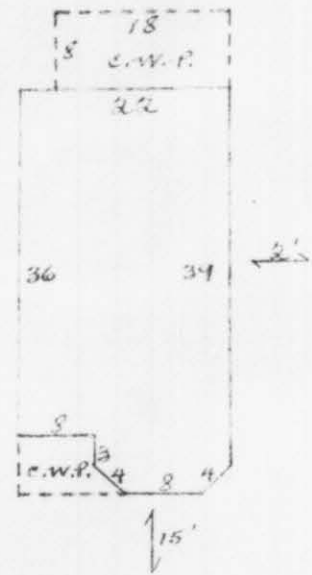
Rental information obtained from
 Tenant _____, owner _____, manager _____, or estimated from assessor's data _____.

VI. FOR SALE INFORMATION FOR THIS HOUSE THAT IS OCCUPIED BY OWNER OR RENTER

Listed with broker, yes _____, no _____
 Advertised by owner, yes _____, no _____
 Cash asking price \$ _____
 Period house has been for sale, months _____

VII. REMARKS

1-71080-2390
 RIVERVIEW SUB. ~~1/4~~ 29' OF S 58' OF 1/4



1768 UNIT AT 22' FROM BY 22' CONNECTED TO #28.
 N. GANTENBEIN AVE
 AVE TO STREET

NOV 15 1967
 NOV 27 1967
 L. KELLER S. MILLER

1 1-71080-2390 / ASHLEY, ROBERT N
 MAP: 2730
 ZONE: A25
 RATIO: 1401
 LVY C: 001
 206 SW STARK ST
 PORTLAND, OREGON 97204

RIVERVIEW SUB LOT BLOCK
 N 29' OF S 58' OF 1 82 9

PROPERTY ADDRESS: 3141 N GANTENBEIN AVE PORTLAND
 APPEALS:
 POTREX ^{now single}

ASSESS YEAR	MIN RIGHTS	SUMMARY - ASSESSED VALUATION			REAL PROPERTY		SIGN DATE
		TIMBER	LAND	IMPS	TOTAL		
1967			90	880	970		
1968			1400	2150	3550		2.12
1971			1450	2230	3680		4.17

1968 APPRAISAL 10 60

APPROVAL DATE: 10/14/68

BUILDING APPRAISAL: 10/14/68

APPROVAL DATE: 10/14/68

Address: 3141 N. SARDINIA AVE
TYPE: R2-5
SUB: 1
BASE: 1
POST: 1
ADJ: 1
EDGE: 1
EXT: 1
INT: 1
ENC: 1

APPROVAL DATE: 10/14/68

IND. VALUE: 100.0

ZONING: R2-5

IND. VALUE: 100.0

ROAD TYPE: D.G.

IND. VALUE: 100.0

TOPOGRAPHY: 4 A.G.

IND. VALUE: 100.0

DEPTH FACTOR: 1

IND. VALUE: 100.0

STANDARD DEPTH: 1

IND. VALUE: 100.0

EFFECTIVE DEPTH: 1

IND. VALUE: 100.0

COMPUTATION: 580-60

IND. VALUE: 100.0

VALUE: 520

IND. VALUE: 100.0

1400

IND. VALUE: 100.0

SUB-TOTAL: 1409

IND. VALUE: 100.0

TOTAL APPR. VALUE: 1400

IND. VALUE: 100.0

APPR. VALUE: 1400

IND. VALUE: 100.0

APPR. VALUE: 1400

IND. VALUE: 100.0

J.M. 4-24-67

RECEIVED

JUN 19 1969

PORTLAND DEVELOPMENT COMMISSION

26-1587

3141-N. Gantenbier
Portland, Oregon 97227
June, 19th 1969

Mr. Ernest Wiley, Chief of Relocation and
Property Management, Portland Development
Commission, 1700 S.W. Fourth Avenue
Portland, Oregon. 97201

Dear Sir: When you visited my home
on yesterday, and gave me + my Husband
some advice regarding the Buying of our
property next spring, It is several things
that you said about this matter that sounds
Very unreasonable. No "1" is you said the
Government requires a person to be making
payments on their home for at least a
year or (18) eighteen months in order to
qualify for a (\$5,000) five thousand dollar
down payment next spring toward the
purchase of another home, this sounds
so unreasonable, because if a person have
been buying their home for only one
week, and the government or any other
person wanted to buy the property from
them, they should be given the
same consideration as any person
that had owned their home for
(30) thirty years, and maybe have a
mortgage on their property. Because

It all adds up to the same thing, when I asked you what would happen if I decided I no longer wanted to live in the State of Oregon after I sell my home here, you said that in the event I would get another house that would be too far away for you to come in and inspect it to make sure that we would have adequate housing - then you would have to get another F.H.A. man to go and inspect the house. Now would this seem reasonable to you? Why am I saying this? Because you told us yesterday, that we would not get paid for this property until the Spring of 1970 - Okay, you all are not concerned about the over crowded condition that we are living under now - then why will it become of so much interest when you all pay us a few dollars? unless we request you all to help us find another house, then I feel like that matter should be left entirely up to us. just so long as we vacate this property when we have been given a reasonable and fair consideration and told when to vacate the property. you know I asked you on yesterday

what would happen if some one gave
 us a place to live after you all
 Buy this property, and you said that
 we then could take the money that
 we would get for this house, and Buy
 anything we wanted with it, But you
 said if we did use the money for any
 other purpose than paying on another
 home, we would be "MISUSING" the money.
 do you feel like who ever Buys this
 property for any other purpose except
 a family dwelling will be misusing
 this property? Or should they be given
 the opportunity to use it as they see fit?
 if so; then shouldn't we be given the
 same opportunity; you said your self, that
 in order to for us to have adequate housing
 we would need at least a (4) four Bedroom
 home for a family of (8) eight people, and
 you said this would cost (15) fifteen or more
 thousands dollars, and you said the government
 is only going to give the people (5,000) five thousand
 dollars to pay down on adequate housing, then
 if this be true, this would only serve to put
 us deeper in debt than we are now. dont you
 think this matter should be considered further?
 after all if a person have to give up
 something to this ... it should be ...

Something better, although this seems to be an old house that we live in now - But so far I have not been able to locate a Rotten or decayed Board in the Building. I don't know how it will be later on - but as of now the entire foundation is definitely solid. its here now for any one to see. So since as I see by your card you left me, that you are the Chief of Relocation and Property Management, then seem like you would be in a position to see to it that all people are treated fair about their property regardless to who they are, or wheter or not they have been buying the property one month or twenty years. Because this way I see it - a person who have been buying their property on contract for one month, is about as much owner as a person who bought their property (30) thirty years ago - but have a mortgage on it now. If you feel like I am wrong, I would like your opinion - in writing. I would also like to hear from you regarding these other matters I mentioned to you on my letter - will you write me? I hope what I have written in this letter have not offended you in any way. It was on my mind as I wanted to know if I am right for thinking the way some of us truly. Mrs. Rose.