

DESCRIPTION		ROLL NO	ODOMETER
R-14-7	BRENT, RICHARD 527 N. MORRIS		
E-2-4	BROWN, ELIJAH 2742 N. KERBY		
A-3-9	BROWN, JESSIE MAE (MRS.) 3222 N. GANTENBEIN		
A-3-10	BROWN, JOE 3216 N. GANTENBEIN		
E-2-4	BROWN, RUTH 2742 N. KERBY		
A 3-17	BROWNING, DEMETRIAS 217 N. FARGO		
A 3-17	BROWNING, LOUIS 217 N. FARGO		
A 3-17	BROWNING, ROBERT LOUIS 217 N. FARGO		
R-14-2	BRYSON, DOVIE (MRS.) 536 N. MONROE		
R-8-8	RUFFINGTON, JOHNNY 405 N. FARGO		
A-3-1	BURNS, MABEL (MRS.) 3233 N. VANCOUVER		
E 4-8	CAGE, ANNA 325 N. RUSSELL		
A -4-4	CALDWELL, EDWARD 260 N. IVY		
R-8-3	CALDWELL, HORACE 3247 N. GANTENBEIN		
R-15-3	CATLIN, A.W. 409 N. MORRIS		
R-15-3	CATLIN, ARTHUR 409 N. MORRIS		
E-4-1	CLARK, GEORGE 2651 N. GANTENBEIN		
RS-4-9	CLARK, HUGH E. 7 N. RUSSELL		

R E S U M E /

DATE 2/5/73

NAME Mrs. Ruth Brown

Mrs. Brown was an extremely difficult case to deal with. Every effort was made to lend our assistance to her; however, Mrs. Brown refused assistance and did not receive any relocation benefits.

JM: ch

(signed) James W. McIntosh
worker

RESIDENTIAL RELOCATION RECORD

Project Name EMAN Parcel No. E-2-4 Advisor Mc
 Client's Name BROWN RUTH Phone _____
 Address 2742 N KERRY Ethn B Age 55

- Male Family Married Renter/Occupant
 Female Individual Single Owner/Occupant

Family Composition

Total Number In Family 1
 wife, husband

Other: Relation Age Relation Age

Economic Data

Employer \$ _____
 Address _____
 Other Source of Income \$ _____
 _____ \$ _____
 Total Monthly Income \$ (_____)

- 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 _____ Date of info pamphlet delivery _____
 Date Notice to Move given _____ Date Effective _____ Expires _____

CLAIMANT'S INITIAL DATE OF OCCUPANCY

(a) for owner-occupants - indicate initial date of occupancy and ownership

Date of initiation of negotiations for purchase of property 1949
 Date of Acquisition 1949
 Date of letter of Intent 5-19-71
 Date of move 11-22-71 12-9-71

DWELLING UNIT FROM WHICH RELOCATED

Private Sales		Single Family	
Private Rental		Duplex	
Other		Multiple Family	

Age of Housing Unit 65 yrs

Size of Habitable Area 1,632

Furnished with claimant's furniture
 YES NO

Total Number of Rooms 6 Rent Paid \$ _____ Utilities _____

Number of Bedrooms 3 Monthly Housing Payments \$ -0- Taxes _____

Liens \$ _____ (please explain) _____

Acquisition Price \$ 11,500 Amenities _____

REPLACEMENT DWELLING UNIT

Address 2916 N.E. 7th LPA Referred _____ Self Referred

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

Outside city Outside state

Age of Housing Unit _____

Size of Habitable Area _____

No. of Rooms _____ No. of Bedrooms _____

REFUSED ASSISTANCE

For Claimants Who Purchased

Purchase Price of Replacement Dwelling \$ _____

Taxes \$ _____

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:

_____ MCW _____ HAP _____ OTHER (_____)

_____ Food Stamp Legal Aid _____ Other (_____)

Benefits Received

Date _____ Ck # _____ Type _____ Amount \$ _____

Date _____ Ck # _____ Type _____ Amount \$ _____

Date _____ Ck # _____ Type _____ Amount \$ _____

RESIDENTIAL RELOCATION RECORD

CLIENT'S NAME BROWN, Ruth RELOCATION ADVISOR J. McIntosh
 ADDRESS 2742 N. Kerby PHONE _____ PROJECT NAME Emanuel - R-20
 SEX F ETHN Blk. VETERAN _____ AGE 62+ PARCEL NO. E-2-4
 MARITAL STATUS Divorced TENURE Owner-occupant
 DISABILITY _____ INDIV X FAMILY _____
 ELIGIBLE FOR: PUBLIC HOUSING X FHA 235 _____
 RENT SUPPLEMENT _____ OTHER _____
 INITIAL INTERVIEW 5/19/71 DATE INFO PAMPHLET DELIVERED 5/19/71
 NOTICE TO MOVE _____ DATES EFFECTIVE _____ EXPIRATION DATE _____
 NOTIFY IN CASE OF EMERGENCY Elijah Brown, 3213 N.E. 11th

DATE ON SITE:	<u>1949</u>
INITIATION OF NEGOTIATIONS:	<u>5/19/71</u>
DATE OF ACQUISITION:	<u>12/9/71</u>

ECONOMIC DATA

Employer Unemployed \$ -0-
 Address _____
 MCW _____
 Social Security _____
 Pension _____
 Other _____
 TOTAL MONTHLY INCOME \$ _____

FAMILY COMPOSITION

Name	Relation	Age
<u>N/A</u>		

DWELLING UNIT FROM WHICH RELOCATED

Subsidized Sales		Single Family	<u>X</u>	S		SS	
Subsidized Rental		Multiple Family					
Public Housing		Duplex					
Private Rental		Mobile Home					
Private Sales	<u>X</u>						

Age of Structure 65 No. Rooms 6
 No. Bedrooms 3 Furn. Unfurn X
 Utilities \$ _____
 Monthly Payments (Rent) \$ -0-
 Acquisition Price \$11,500
 Taxes \$ _____ Equity \$ 11,500
 Liens \$ _____

Size of Habitable Area 1,632

HOUSING REFERRALS

Address	Bedrooms

AGENCY REFERRALS

Name of Agency	Date
Multnomah County Welfare	
Food Stamp Program	
Housing Authority	
Legal Aid	<u>X 2/28/72</u>
FISH	
Health Dept.	

AGENCY ACTION:	REASONS:
Appeals	
icted	
Refused Assistance	
Address Unknown (trading)	
Other (death, etc.)	

TEMPORARY RELOCATION

Within Project	
Outside Project	

Date Moved In _____
 Address _____
 Reason _____

REPLACEMENT DWELLING UNIT

Client Referred X LPA Referred _____

Address 2916 N.E. 7th Phone _____ Date of Move 5/7/72

WHERE RELOCATED:				S	SS
Same City	X	Subsidized Sales		Single Family	
Outside City		Subsidized Rental		Multiple Family	
Out of State		Public Housing		Duplex	
		Private Rental	X	Mobile Home	
		Private Sales			

Furnished _____ Unfurnished _____ Number of Rooms _____ Number of Bedrooms _____ Habitable Area _____

Utilities \$ _____ Monthly Payments (Rent) \$ _____ Purchase Price \$ _____

Age of Structure: _____ Taxes \$ _____ Equity \$ _____ Distance Moved Away _____

Name of Moving Company _____ Name of Realtor _____

BENEFITS RECEIVED				Purchase Price	
Type	Ch #	Date	Amount		\$
RHP			\$	Down Payment	\$ _____
TACD (Rental)			\$	RHP	\$ _____
TACD (Rental)			\$	Total Down	- \$ _____
TACD (Rental)			\$	Total Mortgage	\$ _____
TACD (Rental)			\$		
TACD (Sales)			\$		
Fixed Moving			\$		
Actual Move			\$		
Storage			\$		
Incidental			\$		
Interest			\$		
TOTAL BENEFITS RECEIVED			\$ _____		

REALTOR: _____ ESCROW CO. _____ OFFICER _____

DATE	NOTES	C/W
1/15/71	Flyer delivered by J. Crolley. They don't quite understand program and its purpose.	
2/17/71	Survey: Will buy comp. housing, 2 bedroom, one floor with basement N.E. (east of 15th)	JC
11/19/71	Made arrangements with Mr. Brown for him to come into our office on 11/22/71.	
11/22/71	Mr. Brown came into our office and I outlined the various benefits available to him. He said that he would be receiving an option letter for \$11,500, in the mail and that he planned on signing it. He said that he wanted to discuss the various benefits with his wife and would contact me later.	
11/24/71	Mailed benefit letter today.	
11/24/71	Received letter from Donald Stark asking us to make every effort possible to move Mr. Brown from 2742 N. Kerby as soon as we possibly can.	
12/7/71	Tried to call Mr. Brown at his place of employment but he had already left for home. Called information and they could not locate a phone for the Browns.	
12/8/71	Called Mr. Brown at his place of employment and asked how he was progressing in his efforts to find replacement housing. He said that he has been talking with his wife but had not made any definite decisions. He said that his wife suffered a mental breakdown some months back and has not fully recovered as yet. Thus, it is difficult to explain things to her. He said that I will have to have a great deal of patience when dealing with her. He will talk to his wife again and try to make arrangements to come in to our office on 12/10/71 to discuss the type of house that he wants to buy.	
12/9/71	Received notification that we acquired property belonging to Elijah Brown.	
12/10/71	Mr. and Mrs. Brown came into the office this evening. They said that the city acquired their property for \$11,500.00. I explained to them that since they were living in a 3 bedroom house, we will allow them a maximum of \$17,887.00 on the purchase of a new home; Thus, they are entitled to receive a replacement housing grant of \$6,387.00. They would like to purchase a two bedroom house near the Lloyd center. They want a house with a full basement and a single car garage. I told them that I would begin looking for referrals and would contact them as soon as I had a number to show them.	
12/13/71	Mr. Brown called and asked if he could come into our office and discuss an important problem. We made arrangements to meet at 4 p.m. Mr. Brown explained that he and his wife had been married for 26 years; however, eleven years ago Mrs. Brown suffered a mental breakdown and as a result they were divorced. Since that time the Browns have lived with each other, primarily because Mr. Brown thought he could help Mrs. Brown. He explained that the City acquired his property for \$11,500 and that Mrs. Brown wanted half that amount so she could move to Texas. He wanted to know how this would affect his RHP. He said that Mrs. Brown was not interested in any relocation benefits. I explained that he would still be eligible to receive an RHP on the amount originally computed, but that	

INTERVIEW REGISTER

Date		Relocation Worker
2/13/71	cont'd: we would now have to look for a home of a lesser value.	J. Mc
2/16	Called Harold Sackett of Gutman Realty and obtained list of available two-bedroom sales housing in N.E. area. Called Elijah Brown and asked when it would be convenient to show said housing. He said next week and would call me on Monday.	J. Mc
12/20/71	Mr. Brown called and said he could look at housing tomorrow, anytime after 3:30. Called Harold Sackett of Gutman Realty and made arrangements to have him show housing to Mr. Brown.	J. Mc
1/6/72	Harold Sackett of Gutman Realty called and said that he has been spending a number days showing sales housing to mr. Brown. He said that they have narrowed their housing search to two homes in the NE section of Portland. Mr. Sackett informed me that Mr. Brown would call our office sometime tomorrow.	
1/7/72	Mr. Brown called and said that he and Mr. Sackett had been viewing sales housing for a number of days now. He said that Mr. Sackett has been very patient and understanding in his efforts to locate a house for him. Of the homes looked at in recent weeks, Mr. Brown is most interested in a house located at 3216 NE 12th. He requested that I have the house inspected. Called Mr. Sackett to obtain address of house and name of owner; but he was out. Left message for him to call me. Mr. Sackett called and gave me name of owner. Called bureau of buildings and made arrangements to have house inspected.	
1/10/72	Chet Collingsworth from the Bureau of Buildings called and said that Mrs. Kennedy, owner of house at 3216 N.E. 12th, would not admit inspector into house. Called Mrs. Kennedy and asked for explanation. She explained that she was advised by Dwight Jaynes, of Stan Wiley Real Estate, not to let building inspector look at house until Elijah Brown made earnest money offer. Called Harold Sackett and explained above situation. I asked him to contact Dwight Jaynes and then call me back.	J. Mc
1/11/72	Harold Sackett of Gutman Realty called and said that Dwight Jaynes was friend of Kennedys and had advised them not to have house inspected until Elijah Brown made earnest money offer. Harold will meet with Elijah later this week and see if he will make earnest money offer.	J. Mc
1/12	Harold Sackett called and said he planned to meet with Elijah this evening. Mr. Brown agreed to sign earnest money offer with stipulation that if any deficiencies are found to exist during inspection by Bureau of Buildings, the owner will finance their repairs.	J. Mc
1/17	Called Bureau of Buildings and arranged to have house at 3216 N.E. 12th inspected.	J. Mc
1/17	Received call from Harold Sackett. He said that he met with Mr, Brown on January 14, 1971 and that Mr/ Brown signed an earnest money offer on the house at 3216 NE 12th. He will mail to our office an earnest money receipt and an estimation of the appropriate closing costs.	
1/19	Received copy of earnest money offer made by Elijah Brown on the house at 3216 N.E. 12th. The purchase price of said dwelling is \$11,950. However, this offer is subject to the property being inspected by the City Inspector and the seller correcting any deficiencies noted. The seller is to do the	

INTERVIEW REGISTER

Date		Relocatic. Worker										
1/19/ 72	<p>continued: following repair work: put siding on garage and paint garage; paint the exterior frame around the roof and put in correct wiring for a washer. Also received "move in cost estimate." Loan cost:</p> <table data-bbox="538 478 1268 639"> <tr> <td>Recording fee</td> <td>\$7.50</td> </tr> <tr> <td>Escrow fee</td> <td>26.00</td> </tr> <tr> <td>Property tax</td> <td>170.00</td> </tr> <tr> <td>Fire insurance</td> <td><u>102.00</u></td> </tr> <tr> <td>Total</td> <td>\$305.50</td> </tr> </table>	Recording fee	\$7.50	Escrow fee	26.00	Property tax	170.00	Fire insurance	<u>102.00</u>	Total	\$305.50	JMc
Recording fee	\$7.50											
Escrow fee	26.00											
Property tax	170.00											
Fire insurance	<u>102.00</u>											
Total	\$305.50											
1/25	Called Bureau of Buildings to inquire about results of inspection ordered on house at 3216 N.E. 12th on 1/17/72. I talked with Vicki Yore but she could not find any record of said inspection. She will call back.	JMc										
1/26	Called Bureau of Buildings and again inquired about above inspection. They will call back.	JMc										
1/27	Called Harold Sackett and asked if he would check with the Kennedys to determine whether or not an inspection had been made. Mr. Sackett called and said he contacted the Kennedys who indicated that the inspection had been completed by Jim McKain.	JMc										
2/1	<p>Gail from Stan Wiley Realty called and asked how things were proceeding with Mr. Brown. Told her that our office was waiting for receipt of letter from Breau of Buildings. She will call Harold Sackett of Rod Gutman Realty and inquire about seller's progress in making repairs as indicated in earnest money agreement.</p> <p>Called Bureau of Buildings and asked why we haven't received notification of inspection of unit at 3216 N. E. 12th. They informed me that said inspection was completed by Jim McCain; however, he has been out of the office and won't return until 2/4/72. A message will be left for him to return my call. I was also told that during said inspection a number of deficiencies were noted and that a reinspection would be necessary. Mr. Kennedy, owner of the dwelling at 3216 N.E. 12th, called the Bureau of Buildings this morning and asked for Mr. McCain to reinspect the unit. Thus, the repairs have evidently been made.</p>	JMc										
2/14	Called Mrs. Kennedy, owner of house at 3216 N. E. 12th, and asked if re-inspection had been made. She replied that Mr. McCain from Bureau of Buildings inspected the house last week and found all items to be in compliance with City regulations. Mrs. Kennedy also mentioned that the repair work as stated in the earnest money agreement has been completed.	JMc										
2/15	<p>Received letter from Bureau of Buildings indicating that the house at 3216 N.E. 12th complies with City housing regulations.</p> <p>Called Harold Sackett of Girtman Realty and told him that I drove by the Kennedy house this morning and that it appeared as though most repairs agreed to be completed by the Kennedys in their earnest money offer, had been completed. The Kennedys were to put siding on garage, paint garage, paint the exterior frame around the roof, and put in correct wiring for a washer.</p>	JMc										
2/15	Mr. Sackett called and we made arrangements to meet at the Kennedy house on 2/16/72 at 1 p.m.	JMc										

INTERVIEW REGISTER

Date

Relocation
Worker

2/16/72

Met Mr. Sackett at Kennedy house, and we viewed the entire structure. The required repairs have been completed, and everything seems to be in order. Drove over to Elijah's house and had him sign the necessary claim forms. Told him that his RHP would be deposited in escrow.

Note to file: Since the Browns occupy a 3-bedroom house, the computation of their replacement housing payment is based on the following:

Cost of comparable replacement dwelling	\$17,887
Acquisition price of Brown's dwelling unit	- 11,500
Amount of maximum RHP	\$ 6,387

On the basis of the above computation, I explained to Mr. Brown that he would have \$6,387, plus the \$11,500 paid to him by the City for the acquisition of his property. Thus, he would be able to purchase a house not to exceed \$17,887. It was also explained that out of the \$6,387, Mr. Brown would have to pay the required closing costs in the purchase of a house. He was quite agreeable to this.

Documented earlier, Mr. Harold Sackett of Rod Girtman Realty found a house at 3216 N.E. 12th Ave. that Mr. Brown liked and decided to buy. He signed an earnest money agreement with a purchase price of \$11,950 for this two-bedroom house.

A number of problems have arisen since Mr. Brown signed the earnest money agreement to purchase the house at 3216 N. E. 12th Ave. First, Mr. Brown would only receive an RHP of \$450, since the difference between the acquisition price of his property for \$11,500 and the purchase price of the new dwelling unit at \$11,950 is only \$450. It would be to Mr. Brown's advantage to purchase a more expensive house since he would then receive a larger RHP.

A second problem that has developed is the fact that Mr. Brown gave his wife, Ruth Mae, \$5,750 of the amount paid them for the acquisition of their house. She in turn placed the \$5,750 in a bank in Vancouver, Washington. Thus, Mr. Brown would then owe a balance of \$5,750 if he purchased the house at 3216 N.E. 12th Ave. On this basis, it would again be to Mr. Brown's advantage to purchase a more expensive house since the balance owing would remain about the same.

A third problem, and a very confusing one I might add, concerns the Brown's marital status. Mr. Brown indicated some time back that he and his wife were divorced about ten years ago but have lived together since that time. Mrs. Brown was experiencing mental difficulties and was afraid that Mr. Brown or another family member might try to have her committed, so she went to Reno, Nevada to obtain a divorce, since the local courts would not grant her one. This occurred in the early sixties. Mr. Brown said that there was not a property settlement at the time of the divorce, and he remained living with the ex-Mrs. Brown, since he felt she needed guidance and protection.

The difficulty here is, are we to consider them as "individual (not a family) joint-owner/occupants of a single-family dwelling, or as a family joint owner occupants. If we were to consider them as the former, this would drastically affect the amount of the RHP they might be eligible to receive. We would then be required to pay a prorated share of the total payment applicable to a single individual. If we considered them to be a family, then they would receive an RHP computed in the normal manner.

INTERVIEW REGISTER

Date

Relocation
Worker

On the basis of the aforementioned problems, and after consulting with Mr. Brown, I contacted Mr. Harold Sackett and outlined the difficulties with respect to Mr. Brown. We made arrangements to release Mr. Brown from his obligation to purchase the house at 3216 N.E. 12th Ave. Mr. Sackett called recently and said that Mr. Brown had been released from his obligation, because the agreement to purchase was contingent upon PDC approval.

2/28/72 Received verification of Mr. Brown's Social Security benefits. He receives \$191.80 per month.

Called Mr. Barnes at Legal Aid and explained above problem to him. He suggested that I contact Elijah and have him call office for appointment.

Called Elijah and asked that he call Mr. Barnes.

2/29 Barnes from Legal Aid called and said that he was in a quandry concerning Mr. and Mrs. Brown. Mr. Brown was in his office at the time Mr. Barnes called. Mr. Barnes said that he could not represent both parties since there was a definite conflict of interest involved between Mr. and Mrs. Brown. He suggested that I contact Mrs. Brown and request that she obtain the services of a lawyer at Legal Aid. Mr. Barnes said that we are very limited in the various plans of action that we might take, since Mrs. Brown is so unpredictable.

Called Mrs. Brown, but she was not in. Called Mrs. Brown this afternoon and suggested that she call Legal Aid. She said she would.

3/7 Talked with Jim Barnes, Attorney from Legal Aid. He said that Mrs. Brown had an appointment to talk with an attorney on 3/13/72.

3/13 Elijah Brown called and said that his wife refused to keep her appointment at Legal Aid this morning. Told him I would contact Jim Barnes.

Called Jim Barnes at Legal Aid and told him that Mrs. Brown would not keep her appointment at his office. He said that there was absolutely nothing he or his department could do at this point, since Mrs. Brown refused to cooperate. He said that Elijah must make the ultimate decision of whether or not he wants to take his ex-wife with him.

In talking with Elijah he expressed a concern for his ex-wife. He does not feel that she can care for herself, and though he is tired of her incompetence and the frustrations involved with living with her, he feels that he must stay and look after her.

3/15 Called Elijah and made arrangements to meet at 2 p.m. today, to discuss his benefits and intended course of action.

3/15 Met with the Browns, and it was decided that they would not move together. Mr. Brown will purchase, and Mrs. Brown will rent. Mr. Brown gave me a copy of their divorce decree (see file).

Note to file:

Chapter 6, section 3, paragraph e. of the Relocation Handbook states that:

If individuals (not a family) are joint owner-occupants of a single-family dwelling unit acquired and/or demolished for a project, each eligible claimant shall be paid a prorated

JMc

JMc

JMc

JMc

JMc

JMc

JMc

INTERVIEW REGISTER

Date

Relocation
Worker

3/15/
72

continued:

share of the total payment applicable to a single individual. The total payment made to all such claimants shall not exceed the total applicable to a single individual.

Mr. and Mrs. Brown's present situation applies to the above paragraph. Each is entitled to receive a prorated share of the total payment applicable to a single individual. However, the paragraph is unclear as to the amount each should receive. Ben Webb, Chief of Relocation and Property Management, has submitted to DHUD a request for a clarification on this problem.

JMc

4/13

Received notification from Department of Housing and Urban Development that the Browns would have to purchase a house at a price in excess of \$11,500 to receive any portion of their RHP. However, the Browns will not be purchasing a house at this time for various reasons. First and most important, when the Browns received payment for their house, Mr. Brown gave his wife half of the amount and she immediately deposited said amount in a bank in Vancouver. She now refuses to use any portion of that money to purchase a replacement dwelling. She stated that it is her husband's duty, as a man, to provide all her needs; that he should use his money, not hers, to buy a house.

Mrs. Brown has definite mental disturbances and is quite irrational in her thinking. Elijah and I discussed for a time the possibility and advantages of separate moves. However, Elijah feels a strong responsibility to care for her, since she is really incapable of caring for herself.

Elijah does not want to purchase a house, because this would involve taking on a mortgage, and he does not want to be responsible for paying off a mortgage.

We discussed various possibilities and it was decided that public housing or rent supplement would be the best alternative for him, since his income is so limited. We made arrangements to go to the Housing Authority on Tuesday, 4/18/72.

JMc

4/13

Completed worksheet for computation of Replacement Housing Payment for Tenants and Certain Others. The computation is as follows:

Monthly gross rental for comparable unit (Based on schedule for 3 bedrooms)	\$162.70
--	----------

25% of adjusted monthly income:	- <u>39.30</u>
---------------------------------	----------------

\$123.40

(123.40 x 48) = \$5,923.00

Amount of Rental Assistance Benefit	= \$4,000
Annual Benefit	= 1,000

25% of Mr. Brown's income was computed as follows:

Gross annual income	\$2,301.60
Minus .05%	- <u>115.08</u>
	\$2,186.52
Minus \$300 for dependent	<u>300.00</u>
	\$1,886.52

Monthly adjusted income	=	\$ 157.21
25% of monthly income	=	\$ 39.30

INTERVIEW REGISTER

Date

Relocation
Worker

4/18/72

Drove Mr. Brown to Housing Authority. We discussed his current situation with Ruth Drurey. Mrs. Drurey explained that as conditions now exist, Elijah and Ruth Brown could not move into a public housing unit together. In the first place, their combined assets far exceed the amount allowed for public housing applicants. Secondly, Ruth and Elijah are not legally married and therefore cannot live together. She said that Mr. Brown was eligible to move into a one bedroom unit, but Mrs. Brown was not eligible since she does not have a monthly income. Mrs. Drurey suggested that we place her on the Welfare rolls, so that she can show a monthly income and thereby become eligible for public housing.

We left HAP and drove back to Mr. Brown's place of residence. We were unable to discuss anything with Ruth Brown. I tried to convince her that in order for her to become eligible for any type of public housing she must first produce a monthly income. I mentioned Welfare, but she called it a fraud and said, "I am a Jew - the days of slavery are over." I can get income by teaching Hebrew at the Community Center." Ruth Brown expressed a concern over Mr. Brown's and my efforts to trick her. I explained that we were doing nothing of the kind, but to no avail. Ruth was constantly trying to speak with a French accent and frequently drifted off into unreal discussions, such as the one quoted above. We were unable to decide upon any one course of action. However, Mr. Brown did request that I inquire about commitment proceedings and report my findings back to him.

JMc

4/21

Called Mr. Brown and told him that I contacted the County Health Bureau concerning commitment proceedings. They indicated that it was necessary for two friends who are knowledgeable of the person in question's condition to make an appointment with a special county agent who will then interview and obtain written documentation of their complaint. After this has been completed, a hearing date will be set. The person in question is required to appear at said hearing. If for some reason, other than illness, they fail to appear, orders will be given to the local Sheriff to pick them up and deliver them to the hearing.

Mr. Brown said he understood and I gave him a phone number (248-3207) that he must call to make arrangements for intial interview. Told him I would call some time next week.

4/24

Elijah Brown called and asked for a re-explanation of the relocation benefits available as they relate to his purchasing a house. Following a brief consultation with Ben Webb I explained to Mr. Brown that he was eligible to receive an RHP up to \$6,387.00 and that this figure was arrived at by subtracting the commission's acquisition price for his dwelling (which was \$11,500) from our schedule amount of \$17,887.00 based on average sales prices for standard housing in the locality. I emphasized the fact that in order to receive any portion of the RHP he must purchase a house costing more than \$11,500.00.

Mr. Brown said that he found a two-bedroom house at 3213 N.E. 11th that he wanted to buy. The house is being marketed by Gibson Bowles Realty (287-2431) The selling price is \$14,200.00

I asked Mr. Brown about his decision concerning Mrs. Brown. He said that he wanted to wait until his move was complete before starting commitment proceedings. However, I expressed my concern with his wife's condition and

JMc

INTERVIEW REGISTER

Date

Relocation
Worker

4/24/72 cont'd:
told him that in a recent conversation with Stan Jones, it was mentioned that Mr. Cuda, county health officer, could initiate proceedings. We decided that I should talk with Mr. Cuda and arrange to have him visit Mrs. Brown and assess her mental condition.

JMc

4/26 Mr. Earl Demorest from Gibson Bowles Realty called concerning Elijah Brown. I assured him that Mr. Brown was eligible to receive Federal relocation benefits that would enable him, when put with his downpayment, to purchase the house at 3213 N.E. 11th free and clear of any outstanding mortgage. Mr. Demorest stated that on the basis of a cash transaction, Mr. Brown would be able to purchase the above house at a cost of \$13,750. Also explained that house must be inspected and found to be in standard condition. Called Bureau of Buildings and arranged to have house inspected.

JMc

4/27 Mr. Earl Demorest of Gibson Bowles, Inc. came by our office today. He brought a copy of signed earnest money agreement, along with City inspection letter stating that house at 3213 N.E. 11th was in standard condition. Evidently, said house was appraised in December of 1971 by FHA for \$13,800. Mr. Brown will be purchasing house for \$13,750. The estimated reimbursable closing costs will be \$54.51. The house is in standard condition; the purchase price is more than reasonable, and the earnest money agreement seems to be in order. Thus, Mr. Brown has our approval to purchase said house.

Mr. Brown's intention or plan of action at this point is to purchase the house at 3213 N.E. 11th and take Ruth Brown with him. Once they are settled he will then proceed to have Ruth Brown committed. The house will be in his name only. Thus, he will only be eligible to receive up to 50% of the benefits applicable had he and Ruth Brown purchased together.

Note to file: On December 9, 1971, the Development Commission purchased the house jointly owned by Ruth and Elijah Brown for \$11,500. The Browns occupied a three-bedroom house and therefore qualify to have their Replacement Housing Benefit computed on a maximum dollar amount of \$17,887, which is the average cost of a comparable three-bedroom house based on our HUD approved schedule. Thus, subtracting \$11,500 from \$17,887, the total RHP available to the Browns is \$6,387.

As noted earlier (4/26), Mr. Brown is currently in the process of purchasing a two-bedroom house at 3213 N.E. 11th, Portland. Ruth Brown, ex-wife of Elijah, will make a temporary move with Mr. Brown. It was decided by Ben Webb and Stan Jones not to consider Ruth and Elijah as a family unit, but as unrelated joint owner-occupants. They based their decision on the fact that Ruth and Elijah were divorced over ten years ago and that Elijah is only acting as a guardian until Ruth Brown receives the proper treatment for her present condition.

Paragraph 33 E, chapter 6, section 3 states that: "If individuals (not a family) are joint owner-occupants of a single-family dwelling unit acquired and/or demolished for a project, each eligible claimant shall be paid a pro-rated share of the total payment applicable to a single individual. The total payments made to all such claimants shall not exceed the total applicable to a single individual."

Following a discussion with Ben Webb and Stan Jones, it was decided that the RHP of \$6,387, available to Ruth and Elijah if they jointly purchased a replacement dwelling, should be evenly divided among Elijah and Ruth Brown.

INTERVIEW REGISTER

Date

Relocation
Worker

4/27/72

cont'd:
Thus, the total RHP available to each is equal to one-half of \$6,387 or \$3,193.50. It should be noted that for either Ruth or Elijah to receive all or a portion of the \$3,193.50, each must purchase a replacement dwelling in excess of \$11,500.

Should Ruth Brown decide to rent, she could be eligible to receive a rental assistance payment not to exceed \$3,193.50.

Ruth and Elijah occupied six rooms of furniture. Thus, the total moving benefit available to them is \$460, which includes a \$200 dislocation allowance and a fixed payment of \$260. Again, Federal policy requires that in the case of joint owner-occupants, the amount payable to all claimants shall not exceed the total applicable to a single individual. Therefore, Ruth and Elijah are eligible to receive \$230 each.

The purchase price of the house at 3213 N.E. 11th is \$13,750. The estimated closing costs will include the following:

(1) D.O.C. stamps	\$15.13
(2) Recording fee	7.50
(3) Escrow fee	38.88
	<u>\$54.51</u>

The purchase price of \$13,750, plus estimated closing costs of \$54.51, equal \$2,304.51. Thus, the total RHP available to Mr. Brown is \$2,304.51.

JMc

4/28

Prepared Mr. Brown's claim form and submitted it for approval. Also prepared claim for moving benefit in amount of \$460.

JMc

5/8

Received approved claim forms and Warrant No. 401 EH in the amount of \$2,764.51, which represents the following benefits:

Lump sum RHP	\$2,304.51
Dislocation allowance	200.00
Fixed payment	260.00
	<u>\$2,764.51</u>

Prepared and delivered letter of instruction, signed by Mr. Brown, along with Warrant No. 401 EH to Fidelity Escrow Company. In the letter to Fidelity Escrow (see file) I instructed them to apply \$2,304.51 toward the purchase of the house at 3213 N.E. 11th. The balance of \$460 is to be issued to Elijah and Ruth Brown, with two checks of \$230 each.

JMc

5/8

Since Mr. Brown is purchasing the house in his name only, and Mrs. Brown will be making a temporary move with him, it was decided that I should process a rental assistance claim for Ruth Brown. Mr. Brown and I discussed the matter quite thoroughly and thought it was the most logical plan of action considering the circumstances. Mr. Ben Webb and Stan Jones concurred on our decision.

It was determined earlier that Ruth Brown was eligible to receive an RHP of \$3,193.50, thus, her rental assistance benefit may not exceed this amount. The computation of her rent benefit is as follows:

Gross rental for comparable unit	\$97.75
25% of income	<u>-0-</u>
	\$97.75
$\$97.75 \times 48$	$= \$4,692.00$

JMc

INTERVIEW REGISTER

Date		Relocation Worker
5/8/72	<p>cont'd: Ruth Brown had only one bedroom at 2742 N. Kerby; therefore, the schedule amount of \$97.75 was used as amount necessary to rent a comparable unit. Ruth Brown is unemployed and therefore has zero income.</p> <p>Federal policy requires that the amount of rental assistance cannot exceed the RHP a displacee might receive should he decide to rent instead of purchase. Thus, the rent benefit available to Ruth Brown is \$3,193.50, payable in four equal annual installments of \$798.37 each.</p> <p>Received notification from Fidelity Escrow of clear title and absence of judgements against Elijah Brown.</p>	JMc
5/11	<p>Received copy of closing statement from Fidelity Escrow. Contrary to the original computation, the total reimbursable closing costs totaled \$49.40 - \$5.11 less than originally determined to be necessary.</p>	JMc
5/15	<p>Received check from Fidelity Escrow in amount of \$5.11. Said check represents amount owed PDC for overpayment of RHP to Elijah Brown. Check was returned to our Accounting Dept.</p>	JMc
5/17	<p>Note to file: Fidelity Escrow was instructed to issue a check in amount of \$230 to Ruth Brown. The \$230 represented the prorated share of moving costs due Ruth Brown. Fidelity Escrow complied with our instructions. However, Mrs. Brown returned the check along with a letter explaining her reasons for returning said check. Fidelity Escrow forwarded the check and letter to our office. (See file)</p> <p>In the letter Ruth said that she defied the word "dislocation", that her joints were okay and that she communicated by mail and mental telepathy. The letter demonstrated a high degree of incoherency and illustrates Ruth Brown's mental instability.</p> <p>I indicated previously that I would prepare a letter for Mr. Cuda in which I would outline her problems, thus enabling him to make a decision whether or not he would contact her and assess her condition. However, our Legal Department determined that we could not put in writing anything that might hold us liable, and such a letter would do just that.</p>	
5/25	<p>On 5/1/72, Mr. Brown moved a number of small items into the house at 3213 N.E. 11th. It was anticipated at the time that Mrs. Brown would make a temporary move with him; however, at the last moment she changed her mind. Thus, Elijah did not want to leave her alone, since he feels that she is not capable of caring for herself. So, Elijah has not moved as yet.</p> <p>Met with Ruth and Elijah Brown today. I talked with Ruth and tried very hard to have her accept her moving benefit check of \$250, but she refused, explaining that she didn't need the money since she had a job which paid in excess of \$70,000 a year. I explained that in addition to the \$250, she was also eligible to receive a rent assistance benefit and that we could assist her in finding another place to live. Again, she refused any help.</p> <p>Elijah explained that he was very anxious to occupy his new house and that he cannot tolerate the current situation any longer. He said that for too long now he has tried to help Ruth but to no avail. Thus, he has made arrangements with Swartz Moving and Storage to move the remaining household items to his new dwelling unit. He and Ruth divided their household items</p>	

INTERVIEW REGISTER

Date		Relocation Worker
5/25/72	<p>continued: among themselves.</p> <p>In our conversation, I found out that Ruth attends St. Phillips Episcopal Church on a regular basis and that Father Stone, minister at the church, is quite familiar with Ruth and her particular problems. Elijah and I decided that he might be a person who would testify to her mental instability, thus making it possible to have a mental hearing.</p> <p>I contacted Chet Daniels, relocation advisor, and had him contact Father Stone. Mr. Daniels is a good friend of Father Stone and it seemed best that he query Mr. Stone about Ruth Brown. Chet called me and said that Father Stone is well aware of Ruth's condition and seems willing to assist us in getting her the help she so desperately requires.</p>	<p>JMc</p>
5/30	<p>Called Father Stone and asked him about Mrs. Brown. He said that he planned to contact her family doctor this evening and would know more after talking to him. He suggested that I call him tomorrow afternoon.</p>	<p>JMc</p>
6/1	<p>Called Father Stone. He said that following consultation with Ruth's doctor, he is now willing to sign required papers for sanity hearing. Told him I would make arrangements.</p>	
6/1	<p>Called Department of Mental Health. Appointment was scheduled for 2 p.m. on Monday, June 5th, in Room 251 at the County Court House. Father Stone and Elijah will be required to spend approximately an hour and a half filing a "Notice of Mental illness." The following day a "sanity hearing" will be scheduled where Father Stone and Elijah will again be required to appear and attest to Ruth's problem in the presence of two psychiatrists. Ruth must also be present. If the judge finds her insane she will be taken to Damasch State Hospital in Salem.</p>	
6/1	<p>Contacted Elijah and informed him of appointment. He said Swartz Moving and Storage were in process of moving him and all was okay.</p>	<p>JMc</p>
6/5	<p>Father Stone of St. Phillips, Elijah and myself met in Rm. 251 of the County Courthouse today. Father Stone and Elijah completed the required forms attesting to Mrs. Brown's mental illness. A hearing was scheduled for 9:15 Wednesday morning, 6/7/72.</p>	<p>JMc</p>
6/7	<p>Drove Mr. Brown to Courthouse this morning. He was to appear before a psychiatrist and discuss Ruth Brown's case. Father Stone arrived shortly after we did. Helen Mead, officer of Probate Court, informed us that two men were sent to pick Ruth Brown up this morning. However, they could not arouse her and said that it appeared she had moved. We made arrangements for me to go with Darrell Perman, deputy, on Friday morning to pick Ruth up. We thought that Ruth might come to the door if she saw me there. Thus, another hearing was scheduled for Friday, 6/9/72, at 9 a.m. Following Ruth's apprehension on Friday morning, I am to contact Elijah and Father Stone and have them come to the Courthouse to appear before a psychiatrist.</p> <p>In a conversation with Mrs. Mack this morning (next door neighbor to the Browns), she indicated that Ruth Brown was moving out and had been in the process of doing so for the past few days. She said that there was a truck in the driveway now and if someone could get over there, perhaps we could</p>	

INTERVIEW REGISTER

Date		Relocation Worker
6/7/72	<p>continued:</p> <p>find out where she moved. Called Emanuel Site Office and asked Jim Crolley, relocation advisor, to go to Browns' house at 2742 N. Kerby and inquire of whereabouts of Ruth Brown.</p>	JMc
6/7	<p>Jim Crolley called and said that Mrs. Brown was not at house, but he did talk to two men who were moving furniture. The men were from a second hand store and were moving remaining pieces of furniture. Ruth Brown sold all furniture to them.</p>	
6/7	<p>Received letter from Ruth Brown indicating that she will vacate house at 2742 N. Kerby by June 10th. Requested that Commission send inspector to look at house and pick up keys. She indicated she can be reached at said house between 10 a.m. and 10 p.m.</p> <p>Called Bureau of Mental Health and informed them of receipt of letter from Ruth Brown. Requested that I go along with Deputies on Friday morning - felt that Mrs. Brown might be more reasonable and let us in. Deputies are to call me about 10 on Friday.</p>	
	<p>Elijah called and said that water line from meter on house to line in street broke and had been spilling into street all night. He called Bureau of Plumbing but they said they were not responsible and would not fix it. Elijah wanted to know if the Commission could pay. Told him that I would investigate and let him know.</p>	JMc
6/8	<p>Talked with Ben Webb, Chief of Relocation, and Stan Jones concerning payment for repair of water line. Each were of the opinion that we could pay. (see below).</p> <p>Note to file: On 4/27/72 we received notification that the housing unit at 3213 N. E. 11th was in compliance with City housing regulations. The purchase of the house was approved and Elijah occupied said house on 6/1/72. Five days following his move in, the water line leading from the meter to street broke. The City refused to repair it and Elijah was forced to contract with a plumber to correct the broken line at a cost of \$310. (See file for copy of bill received from Elijah on 6/12/72.) On 6/8 I called City Plumbing and inquired as to the inspection of water lines. Inspector said that code only required inspection of water pressure in house; if pressure seemed okay, nothing more is done.</p> <p>On 6/6, five days following Mr. Brown's move in, the water line broke. Both Mr. Webb and Stan Jones seemed to think that the water line was in a bad state of repair at the time of inspection and that we should consider cost of repair as part of purchase price of house.</p> <p>Mr. Brown was eligible to receive a maximum Replacement Housing Payment of \$3,193.50. However, Mr. Brown only required \$2,764.51 for the purchase of the house at 3213 N. E. 11th. Thus, the cost of repairing the broken water line, plus benefit previously received, does not exceed the maximum amount available to him.</p>	
6/13	<p>Prepared claim form in amount of \$310.</p>	JMc

INTERVIEW REGISTER

Date		Relocation Worker
6/13 72	<p>Received letter from Ruth Brown along with keys to house at 2742 N. Russell. Note to file: At this point I am not going to pursue further efforts to have Mrs. Brown brought before the probate court for a mental hearing. The primary reason for this change of attitude has to do with the lack of cooperation from the court itself. Secondly, Mrs. Brown has moved from the project and is no longer under our jurisdiction. However, should the court cooperate more fully and should the situation lend itself such that Mrs. Brown can be more readily apprehended, we shall again attempt to have Mrs. Brown committed.</p> <p>On the letter received from Ruth Brown on 6/13, she had a return address of 2916 N.E. 7th Ave. I will try to contact her at that address and make an effort to persuade her to accept her relocation benefits.</p>	JM
7/30	File turned over to Alma Gordon.	
7/31	<p>Mr. Jim McIntosh, who was relocation advisor for Elijah Brown and his former wife, Ruth Mae Brown, asked me to do a follow-up on Ruth Mae Brown, who moved from 2742 N. Kerby without leaving a forwarding address. On June 13, 1972, Mrs. Brown sent a letter to PDC office with the return address of 2916 N. E. 7th Ave. On July 28, 1972 I inquired about Mrs. Brown (at the above address), and the lady stated she had roomed with her until three or four weeks before; however, she had evicted her because Ruth had told her she was going to take her house because she had not paid her taxes. The landlady became very furious and put her off the premises. Ruth left a note to the landlady, stating that she had moved to 9th Ave., Apt. 2. I checked 2430 N.E. 9th, Apt. #2, where I located Mrs. Ruth Mae Mitchell and found her very pleasant and quite talkative. We sat and talked about many things, including Jews in other countries, Black Jews, child adoption, church affiliations, people whom we knew, political parties (she is Republican). Eventually, she came to a point in her conversation, that I was able to explain my purpose for being there and I explained that she had some benefits or a check waiting for her acceptance. She asked many questions that were not related to the subject. She stated that she refused to take the check mailed to her because it was a Fidelity check and she could not accept anything from <u>Fidelity</u>. I asked her if she would like me to make an appointment with Mr. McIntosh and he could explain to her the same things he had on her last contact with him. She thought that Jim McIntosh was an attorney, and of course, I explained that he was not an attorney and was employed as a relocation advisor, just as I was. She still refused to go to the office. She prefers having McIntosh write a letter stating exactly her benefits. I related all information as I feel for our protection from any further involvement, McIntosh and I should talk with her together. Therefore, we shall try to set up an appointment to see Miss Mitchell.</p>	AG
8/3	<p>Mr. McIntosh and I visited with Ruth Mae Mitchell today at her place of residence. Mr. McIntosh tried very hard, as I did, to get Mrs. Mitchell to accept our assistance, but again she refused.</p>	AG
10/1	File turned over to Chet Daniels.	
10/24	<p>Took Mrs. Brown to look at a rent supplement apartment and talked with her concerning the need for cheaper housing.</p>	CD
10/31	<p>Took Mrs. Brown to see apartment and then out to HAP. She seems to imagine a lot of things which are not true - in this fantasy she has fabricated religious and ethnic situations which I believe stem from whatever she may</p>	

INTERVIEW REGISTER

Date	Continued:	Relocation Worker
10/31 72	be reading or seeing on T.V. or other medias. Also, she has thoughts of her year as a domestic worker and shows dislike for some and love for others. To some extent she tries to identify with them. She agrees to allow me to take her to Social Security office to establish her welfare.	CD
11/1		CD
11/10	Looking at this case and the number of people and amount of effort used trying to get Mrs. Brown to understand and accept her relocation benefits, I believe it would be advisable at this time to have her money put in trust 	CD
	I am sending this claim to Jim McIntosh with the recommendation listed above.	CD
11/10	File turned back to McIntosh.	
11/29	Prepared and mailed letter to Fidelity Escrow, informing them Mrs. Brown would not accept their check of \$230. I enclosed their check No. 1775 and requested that a check in same amount be reissued to PDC.	JM
12/7	Received check No. 2312 from Fidelity Escrow in amount of \$230. Check was given to our Accounting Dept.	JM
12/8	Check was deposited to PDC account.	JM
2/5/ 73	Conferred with Stan Jones today concerning action to be taken on case of Mrs. Brown. Mr. Jones, Relocation Supervisor, was of the opinion that our relocation staff has made every effort necessary and possible to lend our assistance to Mrs. Brown. Mrs. Brown is capable of caring for herself and does not present a danger to anyone. Thus, her refusal to deal with us warrants that her case be closed.	JM

STAPLE HERE
ADDITIONAL COPIES
OR LISTING TAPES

FIFTH AND COLLEGE BRANCH

FIRST NATIONAL BANK
OF OREGON

65046 3

DATE 12-8- 1972

CURRENCY

SILVER

CHECKS: PLEASE
LIST BY BANK
NUMBER

1 24-81 230.00

2

3

Refund RHP FM
Ruth Brown (Page 2-4)

6 Pd 5/3/72, #401EH

7

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9 0600 E60 901

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URBAN REDEVELOPMENT FUND PROJECT
EXPENDITURES - EMANUEL HOSP. . . ORE. R
4172 024 8
23 0.00 -14

⑆12300105⑆ 065046 3⑈

TOTAL NUMBER OF CHECKS DEPOSITED	TOTAL DEPOSIT DOLLARS	CENTS
23	230	00

DUPLICATE

FIDELITY ESCROW SERVICES, INC.

LICENSED BY THE STATE OF OREGON - BONDED \$225,000.00

2014 N. E. 42nd Avenue • Portland, Oregon 97213 • Telephone 287-2431

RECEIVED

December 4, 1972

DEC 7 1972

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

ESCROW NO. 5737

PORTLAND DEVELOPMENT COMMISSION

RE: Elijah Brown/Ruth Brown

Attention: James W. McIntosh
Relocation Specialist

Gentlemen:

In connection with the above numbered Escrow, we enclose the following:

- () Statement of Receipts and Disbursements
- (x) Our check # 2312 in the sum of \$ 230.00

- () Deed recorded records of County. Book Page
- () Mortgage recorded records of County. Book Page
- () Note dated in the sum of \$
- () Title Insurance Policy No. in the sum of \$
- () Fire Insurance Policy in the amount \$

Any other documents to which you are entitled will be forwarded as soon as they are available.

Yours very truly,

FIDELITY ESCROW SERVICES, Inc.

By: *Winfred Marical*

THIS CHECK IS IN FULL PAYMENT OF THE FOLLOWING ACCOUNT AND THE PAYEE ACCEPTS IT AS SUCH. NO OTHER RECEIPT IS REQUIRED.

To replace our check
No. 1775 issued to
Ruth Brown for
relocation allowance

TOTAL

Fidelity Escrow Services, Inc.

NO. **2312**

Client's Trust Account

2014 N. E. 42nd Ave. - 287-2431 Res. 287-0175

24-81
1230

Portland, Oregon 97213 December 4 19 72

PAY TO THE ORDER OF Portland Development Commission \$ 230.00

GIBSON BOWLES REALTOR **\$230 & 00 CTS.**

DOLLARS



HOLLYWOOD ROSE CITY BRANCH
FIRST NATIONAL BANK
OF OREGON
Portland, Oregon

Client's Trust Account

Gibson Bowles

⑆ 1230 0008 1⑆ 0 10965 7⑆

November 29, 1972

Fidelity Escrow Services, Inc.
2014 N. E. 42nd Avenue
Portland, Oregon 97213

Gentlemen:

On May 5, 1972 our Warrant No. 401 EH in the amount of \$2,764.51 was mailed to you on behalf of Elijah Brown. You were instructed to apply \$2,250 of the \$2,764.51 toward the purchase price of the single-family housing unit at 3213 N.E. 11th Avenue, Portland. An additional amount of \$54.51 was to be applied toward closing costs. The remaining balance of \$460 was to be divided and two checks in the amount of \$230 each were to be drawn for Ruth Brown and Elijah Brown, respectively.

Mrs. Ruth Brown will not accept your check of \$230, nor any relocation benefits. Therefore, we are enclosing your check No. 1775 in the amount of \$230. It would be appreciated if you would issue a check payable to the Portland Development Commission in the amount of \$230 and mail it to the Portland Development Commission, at 1700 S. W. Fourth Avenue, attention of James W. McIntosh.

Thank you for your cooperation.

Very truly yours,

James W. McIntosh
Relocation Specialist

JWM:ch
Enclosure

I 916 NE 70th

Portland Ore

June 9 1972

Dear Sir I am mailing
in the keep. from the
address of 2742 N Kerby St
Four keeps

Your Respectfully
Ruth M Brown

2742 N Kerby Ave,
Portland, Oregon
June 5 1972.

So the Portland Development
Commissioner dear Sir I Mrs Ruth W
Snow. I am Ready to Turn the
Keys in to you all no later than
Saturday June 10. I'll mail them to
you. As soon as you can send an
INSPECTOR out to check with the
House see if I left things that
Belong to the House. I am here
Every morning around ten o'clock
until ten at night
your Respectfully

Ruth W Snow

9742 N Kerby Ave
Portland Oregon
May 14, 1972.

Dear Escrow Inc. Co. &

Ruth Mae Brown I desire the
good deslocation I theather its by
physical or Civilian. I Communicat
By Mental telephy. and by Mail
my joints are normal. I've been

A Resident of Portland Oregon
Every since June 4, 1944. I am
able to Relocate my self.

I am Returning your Check
for the sum of Two hundred
and thirty dollars \$30.00 My
understanding of when we foreclose
the sale of our property to Escrow
the first party. Dec 6 1971. Sold to
Escrow by Elifoh + Ruth Mae Brown
The Deal was closed

From Ruth Mae Brown

9742 N Kerby St
Portland Oregon
99227

Dated this 1 day of June, 1972

The undersigned does hereby consent and agree that all personal property left by me in the premises at 2742 N. Kerby, 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.

Elijah Brown

RECEIVED
MAY 17 1972

16 May 1972

Mr. Elijah Brown
2742 N. Kerby
Portland, Oregon

Re: Local move to 3213 N. E. 11th
Portland, Oregon

Dear Mr. Brown:

Thank you for showing me through your home to-day when I called to pre-plan your pending move.

Due to the circumstances, it is difficult to quote a precise amount but I should say it would be \$125.00 to \$160.00 to depend upon if there is any packing to be done.

I would suggest that you speak with Mr. James Mac Intosh regarding your move and between us we can work out something that would be to your best interest.

Should you have any questions, please remember I am a neighbor and always as near as your telephone.

Most sincerely,

SWARTZ MOVING AND STORAGE CO.

Robert W. Duncomb

Robert W. Duncomb, President

RWD/mee

cc: Mr. James MacIntosh ✓

Thanks, Jim!

CHECK IS IN FULL PAYMENT OF THE FOLLOWING ACCOUNT AND THE PAYEE ACCEPTS IT AS SUCH NO OTHER RECEIPTS REQUIRED

Property at 3213 N.E. 11th
Elijah Brown

TOTAL

Fidelity Escrow Services, Inc.

NO. 1777

Client's Trust Account

2014 N. E. 42nd Ave. - 287-2431 Res. 287-0175
Portland, Oregon 97213

24-81
1230

May 11 1972

DAY TO THE ORDER OF Portland Development Commission \$ 5.11

GIBSON BOWLES REALTOR \$5 & 11/100

DOLLARS



HOLLYWOOD ROSE CITY BRANCH
FIRST NATIONAL BANK
OF OREGON
Portland, Oregon

Client's Trust Account

Gibson Bowles

⑆ 230 008 ⑆ 0 10965 7 ⑆

STAPLE HERE
ADDITIONAL COPIES
OR LISTING TAPES

65046 3

FIFTH AND COLLEGE BRANCH



FIRST NATIONAL BANK
OF OREGON

DATE May 15 1972

URBAN REDEVELOPMENT FUND PROJECT
EXPENDITURES - EMANUEL HOSP. . . ORE. R-20
5.11
1205910115
123001051: 0 65046 3

CURRENCY		
SILVER		
CHECKS: PLEASE LIST BY BANK NUMBER		
1 24-81		5.11
2 Fidelity		
3 Escrow		
4 Services, Inc.		
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11		
12		
13		
14 E 1501 Relo Pmt.		
15 RHP		
16 Parcel E-2-4		
17		
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21		
22		
23		
24		

TOTAL NUMBER OF CHECKS DEPOSITED 1

TOTAL DEPOSIT DOLLARS 5.11 CENTS

DEPOSIT

8-2-55

May 5, 1972,

Fidelity Escrow Services, Inc.
2014 N. E. 42nd Avenue
Portland, Oregon 97213

Re: Escrow No. (5737)
Elijah Brown

Gentlemen:

Enclosed is Warrant No. 401 EH in the amount of \$2,764.51 representing a replacement housing payment for tenants and certain others, a dislocation allowance, plus a fixed payment. Of the \$2,764.51, \$2,250.00 is to be applied to the purchase price of the single family housing unit at 3213 N. E. 11th Avenue, Portland, Oregon. An additional \$54.51 is to be applied toward the following closing costs:

DOC Stamps	\$ 15.13
Recording Fee	7.50
Escrow Fee	<u>31.88</u>
	\$ 54.51

The balance of \$460.00 is to be used as follows:

Check issued to Ruth Brown	\$230.00
Check issued to Elijah Brown	<u>\$230.00</u>
	\$460.00

Very truly yours,

Elijah Brown

EB/JM:ves
Enclosure

PORTLAND DEVELOPMENT COMMISSION

1700 S.W. FOURTH AVENUE
 PORTLAND, OREGON 97201

Nº 401 EH

DATE May 3, 19 72

PAY TO **Elijah Brown**

\$ 2,764.51

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 RHP for Homeowners per claim filed. Move from 2742 N. Kerby (Parcel E-2-4). Lump Sum RHP \$2,304.51 Dislocation Allowance 200.00 Fixed payment - Own furniture <u>260.00</u>	\$2,764.51

Account Distribution

NO.	TITLE	AMOUNT
E 1501	Relocation Payment (EH)	\$2,764.51
	(RHP \$2,304.51)	
	(Fixed payment - individual) \$ 460.00)	

Handwritten initials

Handwritten signature

(For Local Agency Use Only)
DETERMINATION OF ELIGIBILITY FOR REPLACEMENT
HOUSING PAYMENT FOR HOMEOWNERS

NAME AND ADDRESS OF CLAIMANT:

Elijah Brown
2742 N. Kerby, Portland, Oregon

NAME OF LOCAL AGENCY:

Portland Development Commission

INSTRUCTIONS: Complete this form to determine eligibility of claimant for Replacement Housing Payment for Homeowners. Attach the completed form to the pertinent claim form filed by claimant. Note that the determination of the amount of payment to cover costs incidental to purchase of a replacement dwelling is made on the applicable claim form. Attach an explanation of any entries which differ from claimant's entries on claim form.

1. Did the claimant own the dwelling at the time of acquisition? Yes No

Initial Date of Ownership: 1949 Date of Acquisition: 12-9-71
Month-Day-Year Month-Day-Year

2. Did the claimant own and occupy the dwelling at least 180 days prior to the initiation of negotiations? Yes No

Initial Date of Ownership: 1949 Date of Initiation of
Negotiations: 5/19/71

3. Did the claimant purchase and occupy the replacement housing within one year from the date of displacement? Yes No

Date of Displacement: 5/7/72 Date of Purchase of Replacement
Housing: 4/26/72

Date of Occupancy of Replacement Housing: 5/7/72
(If the claimant was unable to occupy the replacement housing within the required one-year period, use reverse side of this form to provide explanation.)

4. Did the claimant have a bona fide mortgage on his dwelling for at least 180 days prior to initiation of negotiations? Yes No

Issuance Date of Mortgage: _____ Date of Discharge of
Mortgage: _____

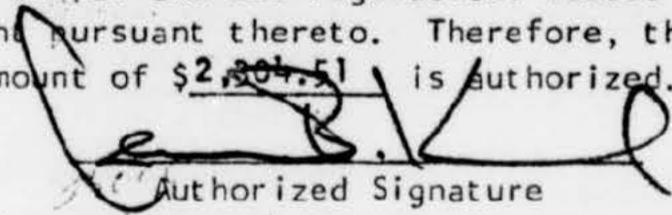
Date of Initiation of Negotiations: 5/19/71

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.) Yes No

6. 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 \$2,804.51 is authorized.

5/19/72
Date


Authorized Signature

7. RECORD OF PAYMENT

Date of Payment: 5/19/72 Check No. 44167 Amount: \$ 2,804.51

CLAIM FOR RELOCATION PAYMENT FOR FIXED
PAYMENT (FAMILIES AND INDIVIDUALS)

NAME, ADDRESS AND ZIP CODE OF LOCAL AGENCY

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

PROJECT NAME (if applicable)

Emanuel Hospital Project
Project Number: ORE. R-20

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 CLAIMANT _____ Family Individual

Elijah Brown

2. DATE(S) OF MOVE

5/7/72

3. DWELLING UNIT FROM WHICH YOU MOVED PARCEL NO. E-2-4

a. Address 2742 N. Kerby,
Portland, Oregon

b. Apartment, Floor, or Room Number _____

c. Was it furnished with your own furniture?
 Yes No

d. Number of rooms occupied (ex-
cluding bathrooms, hallways,
and closets: 6

e. Date you moved into this
address: 1949

4. DWELLING UNIT TO WHICH YOU MOVED

a. Address (include ZIP Code) _____
3213 N. E. 11th, Portland 97212

b. Apartment, Floor, or Room Number _____

c. Were household goods moved to
or from storage?
 Yes No

If "Yes", complete table,
"Statement of Claim for Storage
Costs"

5. TOTAL CLAIM (if 5 b. marked above)

Dislocation Allowance \$200.00

Fixed Moving Payment 260.00

(Consult local agency)

Total \$ 460.00

6. 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 loss or expense paid pursuant to this claim, and that any bills or receipts submitted herewith accurately reflect moving services actually performed and/or storage costs actually incurred.

5/7/72

Date

Elijah Brown
Signature of Claimant

(For Local Agency Use Only)

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

NAME AND ADDRESS OF CLAIMANT:

Elijah Brown
2742 N. Kerby
Portland, Oregon

NAME OF LOCAL AGENCY:

Portland Development Commission

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

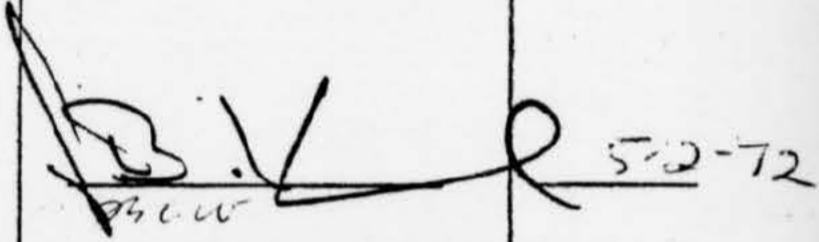
If "Yes," explain basis for approved amount:

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:

(For Local Agency Use Only)

(Complete either A or B:)

Item	Amount ^{1/}	Authorized Signature	Date
A. Fixed Payment and Dislocation Allowance	\$		
1. Fixed payment <u>\$260.00</u>			
2. Dislocation allowance <u>\$200.00</u>			
3. Total <u>\$460.00</u>	<u>\$ 460.00</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
5/2/72	4615A	\$ 460.00			\$

March 1, 1972

Mr. and Mrs. Elijah Brown
2742 N. Kerby
Portland, Oregon 97227

Dear Mr. and Mrs. Brown:

I am enclosing a rental agreement form that requires your signature. After you have read the agreement, please sign and return it to our office in the envelope provided.

I am also enclosing a statement which indicates the rent now due us amounts to \$83.11. This amount includes the prorated rent for February and March.

If you have any question concerning the above matter, please call.

Sincerely,

James W. McIntosh
Relocation Advisor

JWM:ch
Enclosures

PORTLAND DEVELOPMENT COMMISSION

SITE OFFICE
EMANUEL HOSPITAL PROJECT
235 N. MONROE ST.
PORTLAND, OREGON 97227
PHONE 288-8169

February 29, 1972

Mr. Elijah Brown
2742 North Kerby
Portland, Oregon 97227

Dear Mr. Brown:

The premises you are now occupying at the above subject address are within the boundaries of the Emanuel Hospital Urban Renewal Project. The project is designed to accomplish the removal of structurally substandard buildings, to eliminate blighting influences, to modify the street system and to make land available to Emanuel Hospital, a non-profit organization, for the development of necessary facilities for a medical and hospital complex.

Ownership (possession) of this property was vested in (granted) the Portland Development Commission on December 9th, 1971. Present plans of the Portland Development Commission call for demolition of the structure which you occupy at the earliest possible date. The most recent regulations of the Department of Housing and Urban Development governing this project stipulate that lawful occupants shall not be required to surrender possession without at least 90 days written notice from the local commission. This letter therefore is to advise you that we require you to surrender possession of the above subject premises not later than June 1st, 1972. Any extension of this date must have the written approval of the commission.

Those persons or families displaced by urban renewal activity, who qualify for low-cost public housing, are entitled to a priority for any vacancy which may exist in public housing or housing leased by the Housing Authority of Portland. If you have any questions or wish more information please call on us at 235 N. Monroe Street, 288-8169. We want to cooperate with you to the fullest extent possible in finding a new location, assisting you in your move, and obtaining for you those benefits to which you are entitled under the regulations. We will appreciate your keeping us advised of your moving plans.

Yours very truly,

PORTLAND DEVELOPMENT COMMISSION

By: W. Stanley Jones

WSJ:slc

NOTICE OF ACQUISITION OF PROPERTY

Date December 10, 1971

TO: Property Management and Relocation Department

FROM: Real Estate Supervisor

EMANUEL HOSPITAL PROJECT

Parcel No. E-2-4 Date Acquired By Deed: December 9, 1971

Type of Unit 2-story Residence () Vacant (X) Occupied

Property Address 2742 N. Kerby Avenue

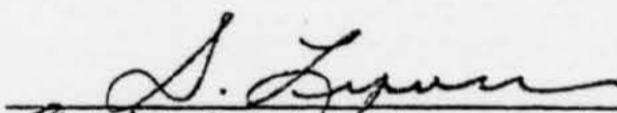
Seller's Name and Address BROWN, Elijah and Ruth Mae
2742 N. Kerby Avenue 97227

Seller's Agent and Address _____

Amount held in escrow \$ 200.00 () Seller's Rental Statement Attached

Please sign and return duplicate copy when subject property has been inspected and accepted.

cc: Executive Director
Project Engineer


Real Estate Supervisor

PDC-RE-8
5/1/71

TO: Real Estate Supervisor

Date 6/21/72

FROM: Property Management and Relocation Department

The subject property has been inspected and accepted by the Relocation and Property Management Department. Additional charges, if any, to be collected from funds held in escrow due the Seller are as follows: (keys, additional prepaid rents, damages, etc.)


Chief, Relocation and Property Management

PDC-RE-8
5/1/71

CITY OF PORTLAND, OREGON
PORTLAND DEVELOPMENT COMMISSION

REAL ESTATE OPTION

GRANTOR ELIJAH BROWN and MAIL ADDRESS 2742 N. Kerby Avenue
GRANTOR RUTH MAE BROWN MAIL ADDRESS Portland, Oregon 97227
MAIL ADDRESS _____
AGENT OF GRANTOR _____ MAIL ADDRESS _____

IN CONSIDERATION of the payment of one dollar (\$1.00) by the PORTLAND DEVELOPMENT COMMISSION, the duly designated Urban Renewal Agency of the City of Portland, hereinafter referred to as "Commission", to the undersigned, the receipt of which is hereby acknowledged by the undersigned, and in consideration of the plans and purpose of the Commission to use, develop, operate and sell the real property hereinafter described for private or public purposes, and in consideration of the hereby acknowledged benefit that will inure thereby to the undersigned or to the public, whether tangible or not, we the undersigned, jointly and severally, for ourselves and our heirs, executors, administrators, successors and assigns, hereby give and grant to the Commission, upon the terms and conditions hereinafter stated, the option to buy the following described real property in the City of Portland, County of Multnomah and State of Oregon, to-wit:

Lot 2, Block 2, EVANS ADDITION TO ALBINA, in
the City of Portland, County of Multnomah and
State of Oregon (PDC Parcel No. E-2-4),

for the sum of ELEVEN THOUSAND FIVE HUNDRED and NO/100 - - - Dollars (\$11,500.00)

to be paid as follows: ELEVEN THOUSAND FIVE HUNDRED and NO/100 - - - Dollars (\$11,500.00)

upon conveyance of marketable title and delivery of a title insurance policy to the Commission as hereinafter

provided; and _____ Dollars (\$_____)

upon delivery of possession to and acceptance by the Commission as hereinafter provided.

The Commission shall have the irrevocable right at any time within sixty (60) days from date hereof to elect to purchase under this option. Such election to purchase shall be made by the Commission by delivering to the undersigned, or by mailing by registered mail at any United States post office to the undersigned, addressed as follows:

Mr. and Mrs. Elijah Brown
2742 N. Kerby Avenue
Portland, Oregon 97227

written notice of such election. Such notice shall be deemed to have been given the day of such delivery, or the day following such mailing by registered mail. Upon the giving by the Commission of such notice, the undersigned agree AT OUR OWN EXPENSE AND WITHIN TEN (10) DAYS OF THE GIVING OF SUCH NOTICE TO:

(1) Convey said property with appurtenances, hereditaments and tenements to the Commission by Warranty Deed in such name as it may prescribe, with proper documentary stamps affixed thereto, free and clear of all liens and encumbrances, rights of possession, claims to rights of possession, and recorded and/or unrecorded leasehold interests, except building restrictions of record and zoning ordinances, and quitclaim all right, title and interest which the undersigned may have in any alleys, roads, streets, ways, strips, easements, gores or rights of way abutting or adjoining said property and in any means of ingress or egress appurtenant to said property.
at Commission expense

(2) Furnish to the Commission an owner's policy of title insurance in the amount of said purchase price prepared by Transamerica Title Insurance Company (Order No. 41-27029) insuring the Commission as fee simple owner of said property free and clear of all liens and encumbrances except said building restrictions of record and zoning ordinances.

(3) Pay all delinquent taxes and assessments against said property for the preceding tax years, and pay proportional part of current real property taxes prorated as of date of closing of escrow.

(4) Pay all water bills charged to the property as of date of closing of escrow.

(5) Deliver to the Commission possession of said property at the closing of escrow, provided that with respect to property or portion thereof which the undersigned occupies for his own use, possession of such occupied property or portion shall be delivered to the Commission within sixty (60) days of closing of escrow.

(6) Deliver to the Commission or its order a full set of keys for property, including outside keys and separate keys for each apartment or compartment, if applicable, and furnish the Commission complete list of tenants, amounts of rents paid by each, dates rents are due, amounts paid in advance, all advance rents to be prorated as of date of closing of escrow.

The purchase hereunder will be closed in an escrow, and the escrow fee shall be paid by the purchaser. The undersigned hereby authorize _____ to sign the escrow instructions or amendments thereto, or any other statements required by the Commission other than Warranty Deed on behalf of all sellers in this transaction.

In the event that any portion of this property is vacant at the date of notification of the acceptance of this option by the Commission, or becomes vacant subsequent thereto, the undersigned agree not to re-rent or re-lease such vacated or vacant property.

It is specifically understood and agreed that the real property herein agreed to be conveyed, unless stated to the contrary herein, includes all structures, buildings, fixtures, trees, shrubbery and all other real property improvements of every nature whatsoever which are on the said property, and the undersigned agree to keep the same in good condition without waste, damage or destruction prior to delivery of possession thereof to the Commission.

Under the provisions of Public Law 91-646 it is understood that the price stated herein is the estimated just compensation for the fee title of the real property based upon three independent fee appraisals and concurred in by the Department of Housing and Urban Development.

It is understood and agreed that Grantor shall deposit, until the Commission authorizes in writing the release of said deposit, the sum of \$200 to the escrow established for purpose of closing subject transaction for the benefit of the Commission to insure payment of unliquidated obligations against subject property which may occur and shall be payable to or by the Commission subsequent to conveyance of said property to the Commission.

The undersigned agree that loss or damage to the property by fire or other casualty shall be at the risk of the undersigned until the title to the land and deed to the Commission shall have been accepted by the Commission; and in the event that such loss or damage occurs, the Commission may, without liability, refuse to accept conveyance of title. Or, in the event of loss or damage to said property from fire, which property is covered by insurance held by or on behalf of the undersigned or in which the undersigned may have rights, the Commission may elect to take the proceeds from said insurance upon exercise of this option, and the undersigned shall assign such proceeds to the Commission, which proceeds shall be applied to reduce the sale price of the property by amount of such proceeds.

In the event the Commission does not deposit the purchase price with the escrow holder within a period of sixty (60) days from date hereof, this option shall remain in force thereafter until the undersigned shall terminate this option by giving thirty (30) days prior written notice to the Commission of such termination.

The undersigned agree that the Commission may, at its election, and notwithstanding the Commission's prior election to purchase under this option, acquire title to said land or any portion thereof or any interest therein, by condemnation or other judicial proceedings, in which event the undersigned agree to cooperate with the Commission in the prosecution of such proceedings and also agree that the said purchase price shall be the full amount of the award of just compensation, including interest, for the taking of said property, and that any and all awards of just compensation that may be made in the proceedings to any defendant shall be payable and deductible from the said purchase price.

Entry by the Commission, its employes or agents, upon said property for the purpose of inspection or survey or any slight or inadvertent entry without material damage or injury to the realty, or without the exercise of dominion thereover to the exclusion of the undersigned, shall not be construed as a final election to close this option.

It is further agreed that no statements, expressions of opinion, representations or agreements of any nature whatsoever, not herein expressly stated, made by any representative or agent of the Commission shall be binding on, or of any effect against, the Commission.

The undersigned expressly acknowledge that all items of damages, all sums of money to be paid, and all things to be done by the Commission are included in this option. All claims for damages, injury, or loss on account of failure to close this option are, hereby, expressly waived by the undersigned. The undersigned agree that they shall have no claim or cause of action against the Commission or any of its employes except such as may arise by reason of this agreement.

If the undersigned shall fail, due to fault or neglect of the undersigned, to comply with the provisions of this option, and suit or action is instituted by the Commission to enforce the same or to condemn the property, the undersigned agree to pay, in addition to the costs and disbursements provided by statute, such additional sum as the Court may adjudge reasonable for attorney's fees to be allowed in said suit or action.

Dated this 11 day of 11-22, 1971

Quinn Patricia Brown (SEAL)

WITNESSES: _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

WILLIAMS, MONTAGUE, STARK, HIEFIELD & NORVILLE, P. C.

ATTORNEYS AND COUNSELORS AT LAW

BOISE CASCADE BUILDING

PORTLAND, OREGON 97201

TELEPHONE 222-9966

DAVID R. WILLIAMS
MALCOLM I. MONTAGUE
DONALD R. STARK
PRESTON C. HIEFIELD, JR.
OLIVER I. NORVILLE
JAMES E. GRIFFIN
LARRY C. HAMMACK
RICHARD E. ALEXANDER

ALFRED A. HAMPSON
OF COUNSEL

November 23, 1971

Portland Development Commission
Emanuel Office
235 North Monroe
Portland, Oregon

Attention Mr. James Crolley

Parcel E 2-4

Dear Jim:

Would you make every effort to move Mr. Brown as soon as possible since this is one of the necessary quick takings for road improvements on North Kerby.

Very truly yours,



DONALD R. STARK

DRS:cm

Enc.

cc: Mr. Harold Hand

M E M O R A N D U M

Parcel E 2-4 Brown

I received a telephone call from Mr. Brown and he says he has sent in the Option and he does not have any objection to the price we are offering for the property. He has talked to Jim Crollly about moving and Jim is helping him. He apparently has been served by the sheriff already so is concerned about the condemnation suit. I agreed that we would dismiss the suit once the Option was accepted by the Commission and that he should not concern himself about the suit itself. We will leave this suit filed, however, until the Option is accepted and the deed closed in escrow. Then we can dismiss the case to clear title.

DRS:cm

File 4255-105

PORTLAND DEVELOPMENT COMMISSION

SITE OFFICE
EMANUEL HOSPITAL PROJECT
135 N. MONROE ST.
PORTLAND, OREGON 97227
PHONE 286-8168

November 23, 1971

Mr. and Mrs. Elijan Brown
2742 N. Kerby Street
Portland, Oregon

Dear Mr. and Mrs. Brown:

Per your request, the relocation benefits available to you, depending upon your eligibility, are as follows:

Relocation advisory assistance to help you find a replacement dwelling.

Moving payment to compensate you for the actual cost of moving your personal property, not to exceed 50 miles, or moving costs based on the number of rooms of furniture to be moved.

Moving Schedule

unfurnished
(occupant owns furniture)

\$60 (1ra)	\$140 (3ra)	\$220 (5ra)
\$100 (2ra)	\$180 (4ra)	\$260 (6ra)

In addition to the moving payment based on a room count, a dislocation allowance of \$200 will be paid.

An amount to be used as the downpayment on a replacement property. The replacement housing payment is the amount, if any, which when added to the amount for which the Commission acquired your dwelling, equals the amount you are required to pay for a decent, safe, and sanitary dwelling, or the amount determined by the Commission as necessary for you to purchase a comparable dwelling, whichever is less. Plus, if applicable, a payment to compensate you for the additional interest cost necessary to finance your replacement dwelling. The combined total of the incidental expense, replacement housing and increased interest cost benefits cannot exceed \$15,000.

The amount of the replacement housing payment may be computed by any one of the following methods:

1. Schedule Method. By this method the payment is determined by reference to a schedule of average housing costs. However, the payment may not exceed the difference between the acquisition price and the amount paid for the new dwelling
 - a) In your particular case, Mr. Brown, it was determined that you would be allowed a schedule amount of \$17,887.00. This amount includes the acquisition price of your current dwelling (\$11,500) plus \$6,387.00.

2. Comparative Method. By this method the payment is determined by reference to the reasonable sales price of a property comparable to the former residence. This payment cannot exceed the difference between the price of acquiring your former dwelling and the actual cost of the replacement dwelling. An example of when this method is desirable is when the former dwelling is not typical of those in the area on which the schedule is based. If you feel this method is more applicable to your situation, please call us.
3. Alternate Method. If neither the Schedule nor Comparative method is feasible, the case may be submitted to the Department of Housing and Urban Development for a final decision.

If you should decide to rent instead of purchase, we will give you a rental assistance payment, not to exceed \$4,000. All rental replacement housing payments in excess of \$500 will be made in four equal installments on an annual basis.

The Act provides that the relocation benefits shall not "be considered as income for the purposes of the (Federal) Internal Revenue Code of 1954, or for the purpose of determining eligibility or the extent of eligibility of any person for assistance under the Social Security Act or any other federal law."

I hope that the above information will be of assistance in clarifying the various benefits that are available to you. If I can be of further assistance, please do not hesitate to call.

Sincerely,

James W. Mitchell
James W. Mitchell

Ira C. Keller
Chairman

Harold Halvorsen
Secretary

Vincent Raschio

Edward H. Look

John S. Griffith

PORTLAND DEVELOPMENT COMMISSION

1700 S. W. FOURTH AVENUE • PORTLAND, OREGON 97201 • 224-4800

John B. Kenward
Executive Director

On January 2, 1971, the President signed the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. This Act makes significant changes in the relocation payments and assistance that may be provided to persons and business concerns displaced by activities assisted in whole or in part with Federal funds. As you know, the Emanuel Hospital Project is being carried out with assistance from the U. S. Department of Housing and Urban Development (HUD).

In general, the new Act improves and increases relocation payments and assistance that may be made to persons and business concerns displaced on or after January 2, 1971.

Displaced families and individuals may be eligible for either (1) a payment to cover actual reasonable moving expenses or (2) a fixed moving expense allowance not to exceed \$300 plus a dislocation allowance of \$200. In addition, a payment not to exceed \$15,000 is available to assist displaced homeowners in the purchase of a replacement dwelling unit and a payment not to exceed \$4,000 is available to displaced tenants and certain homeowners to assist in the rental of a replacement dwelling unit or, in some cases, for use as a downpayment on the purchase of a replacement dwelling unit. Your special attention is called to the fact that the amounts of payments described above are maximum. The actual amount which you will receive will depend upon your individual circumstances.

Displaced business concerns may be eligible for either (1) a payment to cover actual reasonable moving expenses, direct loss of tangible personal property, and reasonable expenses in searching for a replacement business; or (2) in certain cases, a fixed payment equal to the business concern's average annual net earnings, but not less than \$2,500 nor more than \$10,000.

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.

Elyck Brown

5-19-71

date

Dwelling Unit Inventory

QUANTITY

_____ Beds & Springs

_____ Bedroom Chair

_____ Breakfast Table

_____ Breakfast Table Chairs

_____ Bridge Lamp & Shade

_____ Buffet

_____ Chest of Drawers

_____ Coffee Table

_____ Couch

_____ Davenport

_____ Desk

_____ Dining Table

_____ Dining Chairs

_____ Dresser

_____ End Table

_____ Floor Lamp & Shade

_____ Mirror

QUANTITY

_____ Night Stand

_____ Occasional Chair

_____ Overstuffed Chair

_____ Overstuffed Rocker

_____ Range

_____ Refrigerator: Brand _____

_____ Rocker

_____ Rug & Pad: Size _____

_____ Stool

_____ Table Lamp & Shade

_____ Table, small

_____ Vanity & Bench

_____ Suitcases

_____ Trunks

_____ Cartons, Boxes, Etc.

_____ Clothes

_____ Bedding & Linens

Miscellaneous (List Items)

Ball

COMMENTS:

HOUSING RESOURCES SURVEY
To be Filled in For Each Dwelling Unit in All Survey Areas

Date _____

Analyst _____ Surveyed _____ Tabulator _____ Date _____
 Dwelling Unit No. _____ Structure No. _____ Census Block No. _____ Census Tract No. _____
 Street Address _____ Apartment No. _____
 Legal Description _____

NAME OF OCCUPANT: _____	NAME & ADDRESS OF OWNER _____	NAME & ADDRESS OF PROP. MGR: _____
TELEPHONE: _____	TELEPHONE: _____	TELEPHONE: _____
INTERVIEWED? () Yes () No	INTERVIEWED? () 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	_____
<input type="checkbox"/> Apt. in a house	_____
<input type="checkbox"/> Apt. in apt. bldg. or plex	_____
<input type="checkbox"/> Apt. in comm. bldg.	_____
<input type="checkbox"/> Mobile home or trailer	_____

This structure has 2 stories (do not count basement)

II. OCCUPANCY STATUS OF DWELLING UNIT

Owner occupied
 Renter occupied
 Vacant

III. SIZE OF DWELLING UNIT

816 Sq. ft. in first floor (county figure)
1,332 Sq. ft. in dwelling unit (if more than 1 floor)
6 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
5-1-71 Date of last appraisal
1957 Date structure was originally built

B. Market value data for one-family dwelling

Market value	Computed value per sq. ft.
Land \$ _____	\$ _____
Improvements _____	_____
Total _____	_____

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

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 _____ Date of survey 2/10/71 Tabulator _____ Date tabulated _____
 Dwelling Unit No. _____ Structure No. 11 Census Block No. _____ Census Tract No. 224
 Street Address 27-2 11 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 _____

B. Residents Of This Dwelling Unit Who May Need Relocation Assistance:

No.	Name	Family relation	Age	Sex	Occupation
1.	<u>Elijah</u>	<u>Head of household</u>	<u>58</u>	<u>M</u>	<u>Cook</u>
2.	<u>Ruth Mae</u>	<u>wife</u>	<u>48</u>	<u>F</u>	<u>Housewife</u>
3.					
4.					
5.					
6.					
7.					
8.					
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
<u>E. J. ...</u>	<u>R. ...</u>	<u>27-2 11</u>	<u>2</u>

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
	\$ _____	\$ _____
Total family or household income per month	\$ _____	\$ _____

D. Characteristics Of Replacement Housing Needs Expected To Be Sought:

1. Location (indicate approximate cross streets) _____
2. Transportation, number of autos owned _____, 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 _____, total sq. ft. in dwelling unit _____
7. Other characteristics W O B I M