

	DESCRIPTION	ROLL NO	ODOMETER
PARCEL NO. RS-3-4	MARSHALL, Laverne 2740 N. VANCOUVER		
PARCEL NO. A-3-13	MARSHALL, LOUIS 247 N. FARGO		
PARCEL NO. R-14-8	MERCER, EMILIE 511 N. MORRIS		
PARCEL NO. R-10-15	MINNEWEATHER, STEWART 3117 N. COMMERCIAL		
PARCEL NO. A-3-17	MITCHELL, JAMES HENRY 217 N. FARGO		
PARCEL NO. A-8-10	MONTAGUE, CHARLES 319 N. FARGO		
PARCEL NO. A-3-19	MORGAN, EUGENE 3213 N. VANCOUVER		
PARCEL NO. A-3-19	MORGAN, RONNIE 3213 N. VANCOUVER		
PARCEL NO. A-2-4	NAILEN, ERMA ELAINE 3100 N. GANTENBEIN		
PARCEL NO. R-14-7	NICHOLS, RENA ELISESE 527 N. MORRIS		
PARCEL NO. A-4-10	NOLAND, FRANK & ETHEL 241 N. COOK		
PARCEL NO. A-2-11	OVERHOLTS, ANNA 3129 N. VANCOUVER		
PARCEL NO. A-3-20	PACE, THEODORE P. 3217 N. VANCOUVER		
PARCEL NO. R-4-7	PARASHOS, GEORGE 423 N. RUSSELL #4		
PARCEL NO. R-14-7	PARKS, DORINA 527 N. MORRIS		
PARCEL NO. E-3-6	PARRISH, BEVERLY 2653 N. COMMERCIAL		
PARCEL NO. A-2-5	PATTERSON, BILLY 227 N. MONROE		
PARCEL NO. E-3-12	LEWIS, MATTIE (PATTERSON) 531 N. RUSSELL		

NAME OF CLAIMANT Marshall Louis  
PROJECT Emanuel  
RELOCATION ADVISOR BCW

CHECKLIST FOR RELOCATION FILES - INDIVIDUALS

Copy of Notice to Acquire/Vacate  
 Copy of Real Estate Option (for owner/occupant only)  
 Signed RECEIPT from displacee for information statement or brochure  
 INTERVIEW SHEET - filled out  
 Recorded personal interviews  
 Copies of all correspondence with displacee

Verification of Income  
 Request for HAP assistance  
 FHA displacee qualifying form - rent supplement  
 City inspection letter on replacement housing  
 Copy of earnest money offer on replacement housing  
 Letter of Assignment (when claim payable to other than claimant)  
 Other:

Moving authorization letters  
 Dwelling unit inventory sheet  
 Log sheet for day of move (for professional move)  
 Release of personal property  
 DATE OF MOVE 7/10/73  
 Keys turned into: \_\_\_\_\_  
 Utilities shut off  
 Escrow releases, grants and amounts withheld  
 Verify no rent outstanding  
 Other:

Settlement Costs  
 Incidental Expenses  
 Interest Expense (owner/occupant only)

4/14/75 DATE FILE CLOSED

R E S U M E

April 14, 1975

This was a most difficult relocation. At the onset, clients refused assistance, believed they were discriminated against because of race origin during an offer to purchase a dwelling and made an appeal. They refused PDC offer to purchase their dwelling in the Emanuel Site, property was acquired by court judgment.

They later claimed a business "in-lieu" payment, but were found not eligible.

After much delay and lack of cooperation on client's part, they did receive a maximum RHP of \$15,000, toward purchase of their replacement dwelling.

CASE CLOSED.

**RESIDENTIAL RELOCATION RECORD**

Project Name EMANUEL Parcel No. A.3.13 Advisor BCW  
 Client's Name Marshall, Louis Phone \_\_\_\_\_  
 Address 247 W. Fargo Ethn Black Age \_\_\_\_\_

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

Family Composition

Total Number in Family 2  
2 (wife, husband)

Other:    Relation    Age    Relation    Age

Relation	Age	Relation	Age

Economic Data

Employer Carpenter \$  
 (Self-employed)  
 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 11-10-72      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 3-31-72  
 Date of Acquisition 1-4-73  
 Date of letter of Intent \_\_\_\_\_  
 Date of move 7-10-73

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 1910

Size of Habitable Area 1152

Furnished with claimant's furniture  
 YES  NO

Total Number of Rooms 7 Rent Paid \$ n/a Utilities \_\_\_\_\_  
 Number of Bedrooms 3 Monthly Housing Payments \$ \_\_\_\_\_ Taxes 158.78  
 Liens \$ \_\_\_\_\_ (please explain) \_\_\_\_\_  
 Acquisition Price \$ 8,500<sup>00</sup> Amenities Party room.

REPLACEMENT DWELLING UNIT

Address 1026 718 107th Pl. 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 1963

Size of Habitable Area \_\_\_\_\_

No. of Rooms \_\_\_\_\_ No. of Bedrooms \_\_\_\_\_

For Claimants Who Purchased

For Claimants Who Rented

Purchase Price of Replacement Dwelling \$ 24,950<sup>00</sup>

Rent \$ \_\_\_\_\_

Taxes \$ \_\_\_\_\_

Utilities \$ \_\_\_\_\_

RHP or TACO (including incidental costs) \$ 15,000<sup>00</sup>

Total Rent Assistance \$ \_\_\_\_\_

Amount of Annual Payment \$ \_\_\_\_\_

No. of Housing Referrals to:

Agency Referrals:

Refused Assistance  
 \_\_\_\_\_ Standard Sales  
 \_\_\_\_\_ Standard Rent

MCW HAP OTHER ( )  
Food Stamp Legal Aid Other ( )  
state civil rights div

Benefits Received

Date \_\_\_\_\_ Ck # \_\_\_\_\_ Type \_\_\_\_\_ Amount \$ \_\_\_\_\_  
 Date \_\_\_\_\_ Ck # \_\_\_\_\_ Type \_\_\_\_\_ Amount \$ \_\_\_\_\_  
 Date \_\_\_\_\_ Ck # \_\_\_\_\_ Type \_\_\_\_\_ Amount \$ \_\_\_\_\_

**RESIDENTIAL RELOCATION RECORD**

A

*Over/Over*

RELOCATION WORKER \_\_\_\_\_ PROJECT NO. R 20 PARCEL A 3-13

NAME Marshall Wells ADDRESS 247 N Fargo APT NO. \_\_\_\_\_

PHONE 254-3530 INITIAL INTERVIEW \_\_\_\_\_ SEX M W NW E AGE \_\_\_\_\_

U.S. CITIZEN \_\_\_\_\_ ALIEN \_\_\_\_\_ VETERAN \_\_\_\_\_ SERVICEMAN \_\_\_\_\_ DATE ON SITE 20 yrs.

**FAMILY COMPOSITION**

Name	Relation	Age
	<u>wife</u>	

Employer: Name \_\_\_\_\_ \$ \_\_\_\_\_  
 Address \_\_\_\_\_  
 MCW Caseworker \_\_\_\_\_  
 Social Security \_\_\_\_\_  
 Va. Fed. Mult Co. \_\_\_\_\_  
 Pension: Name \_\_\_\_\_  
 Other: Name \_\_\_\_\_  
 \_\_\_\_\_  
 TOTAL MONTHLY INCOME \_\_\_\_\_

Rent \_\_\_\_\_, Inc. Heat \_\_\_\_\_ Water \_\_\_\_\_ Gas \_\_\_\_\_ Gar \_\_\_\_\_ Elec \_\_\_\_\_ Unfurn \_\_\_\_\_ Furn \_\_\_\_\_ No. Rms 6

ELIGIBILITY FOR PUBLIC HOUSING: (yes or no)  
 Over 62 \_\_\_\_\_ Disabled (Soc. Sec. def.) \_\_\_\_\_ Income below limits \_\_\_\_\_ Assets below limits \_\_\_\_\_

221 CERTIFICATE OF ELIGIBILITY: Date delivered \_\_\_\_\_ by \_\_\_\_\_

Notify in case of accident:  
 Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Information Statement given to \_\_\_\_\_ on \_\_\_\_\_ by \_\_\_\_\_  
 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 hgs. 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>1026 N.E. 107 PL.</u>		
<u>THE MARSHALLS WOULD NOT ACCEPT OUR OFFER OF ASSISTANCE IN LOOKING FOR EITHER A HOME OR A SHOP.</u>		

NEW ADDRESS: 1026 N.E. 107 PL.

Zip \_\_\_\_\_ Phone \_\_\_\_\_

2/13/71 Summary: want to buy comparable hq. with no payments. wsf

1/10/72 Telephone d Mrs Lewis Marshall the setup appointment for Wed. 1/12/72.

1/11/72 Call from Mrs Marshall to Cancel appt. Will call when she is ready to talk with us.

2/3/72 Met with Mr. & Mrs. Marshall at CCAP along with Ben Webb, Bob Nelson, & Mr. Alexander (PDC Legal) <sup>& Dean Bruce Real Estate</sup>. Marshalls were offered \$7,500 on option. Occupy 3 Bedroom home, FCB with 2 Baths. They want to buy house for \$38,000. Looks like impasse. Marshalls advised to seek advice from attorney.

2/9/72 Call and speak with Mrs. Marshall and asked her if I might come over and talk to them and explain there benefits. to them. She refused and insisted that she would only talk with Mr. Webb and

2/29/72 Call again and she (Mrs. Marshall) gave some indication that nothing I could do to help her and would talk only to Mr. Webb - Sent Claim down M/O

4/19/73 Had a telephone call from Paul Daughtrey today. He indicated that the Tallmans and the Marshalls had had a meeting yesterday and that the Tallmans had agreed to sell the Marshalls the property. I asked Mr. Daughtrey to get us a copy of the earnest money and that we would then process the claims and deposit the funds in escrow. BCW

4/20/73 Meeting at C-CAP. Marshalls have an earnest money, showing a sales price of \$27,950 and indicating that all funds are to come from PDC. I indicated that the maximum amount that we can pay is RHP of \$15,000, plus acquisition price of \$8,500, for a total of \$23,500, which is \$4,450 short of the agreed sales price. They asked that the difference be made up from a business "in-lieu" payment. I indicated that we would have to have a claim filed for the payment before we could determine whether or not they could qualify for the payment. They are to get a letter to us next week. BCW

4/24/73 Telephoned Fred Calef. He said that the letter was ready for their signature. BCW

INTERVIEW REGISTER

Relocation  
Worker

Date		
5/4/73	Received the letter from the Marshalls.	BCW
5/7	Stan Jones and I visited the Marshalls to see their shop. A not-to-scale drawing of the shop, under memo of 5/7/73, is in the file. We also went to see some of the jobs that Marshall has done. We visited two houses where he remodeled the kitchen and one place where he had put on a new porch. One of the kitchen jobs was just completed. We were told by the owner that Marshall had done the work in his shop and delivered ready to install. Marshall said that he does all kinds of carpentry work, from cabinets to new house construction.	BCW
5/8	Mrs. Bruce telephoned. Said that the Tallmans' house is vacant. Telephoned Mrs. Marshall and asked her to have her attorney contact the Tallmans' attorney and arrange for an inspection date and a key. Mrs. Bruce has said that the Tallmans have said they will not pay a real estate commission.	BCW
5/9	Telephoned Mr. Marshall to arrange for inspection of the house and an Earnest Money. She gave me her attorney's name, Mr. Howard R. Lonergan, 223-9206, and the Tallmans' attorney, Mr. Justin Tallman - 665-4186. Mr. Lonergan is in court all this week. Called Mr. Tallman. He arranged for an inspection at 10 a.m., May 14, 1973, at the new property. He said that they did not want to have the Earnest Money written by the real estate broker but that it could be written at their office. Telephoned Mrs. Marshall the information. Telephoned C. Collingsworth of the Bureau of Buildings. Set appointment. Discussed this case with Don Stark. He said that the Marshalls had had proper notice re the trial date, etc. He also said that we could close this in escrow without an Earnest Money and let the real estate agent get a judgment against the Tallmans. Also see entry for 5/9 below.	BCW
5/16	Mrs. Marshall telephoned. Said that the house had been inspected on Monday. I informed her that we would require an income statement for the business. She said that she would have her husband call us.	BCW
5/9	Stan Jones called to say he has arranged for the inspection of the Marshall house. The inspector will be Robert Williams from Multnomah County. His supervisor's name is Dell Newton - he can be reached at 248-3047. The inspection is set for Monday, May 14, at 10 a.m.	CH
5/21	Received County inspector's report citing code violations.	BCW
5/23	Received call from Mrs. Marshall. We telephoned Kay Walker re the letter to see if we had any recourse. She is to investigate and call back.	BCW
6/13/73	<i>MRS TALLMAN CALLED RE PROGRESS. I TELEPHONED MRS. MARSHALL. SHE SAID THEY WERE WORKING ON THE CLAIM FORMS BUT WANTED NO ASSISTANCE AT THIS TIME. THEY WILL CALL WHEN READY.</i>	
6/27	At the time that the agreement was reached between the HUD Equal Opportunity referee, the Tallmans and the Marshalls, that the Tallmans would sell their house to the Marshalls, no stipulation was made with respect to how soon the exchange would take place. As it happened, a period of six to seven weeks elapsed before the Marshalls were ready to complete the transaction. In the meantime, the Tallmans had moved out of the house and had incurred additional expense, such as interest payments, insurance cost, and additional legal	

INTERVIEW REGISTER

Date

Relocation  
Worker

6/27/  
73

Continued:  
fees. It was the position of the Tallmans and Equal Opportunity officer that this expense should be borne by the Marshalls. The Marshalls disagreed and we had another stalemate. Finally, on the morning of June 27, 1973 Mr. Marshall telephoned me and said that they and the Tallmans had agreed to share the cost, fifty-fifty, and it was his opinion that PDC should pay their 50% share of the cost. We explained to him that there was no way that we could pay for this item. Mr. Marshall did not agree that they would pay it, but he did seem to accept our explanation that we could not pay it.

BCW

7/9/  
73

Mr. and Mrs. Marshall visited the main office. They again asked for the "in-lieu" payment. We went over paragraph 88, Chapter 6, Sec. 5 of the relocation handbook. Even though we had done this before, I think that we have now agreed that he cannot qualify for an "in-lieu" payment. They said they had moved over the weekend and were anxious now to move their shop. Mr. Marshall said that he wants to make a self move. It appears that the cost of the move will be under \$500, not counting substitute equipment. I therefore told him to move, because we know from prior experience that someone is going to break in very soon and take everything that is there. We have arranged for a contractor to give us an estimate for substitute equipment.

BCW

10/2/73

VISITED THE MARSHALLS TO DISCUSS THEIR CLAIMS  
EXPLAINED THAT WE REQUIRED <sup>ADDITIONAL</sup> DOCUMENTATION IN  
SUPPORT OF THE SEARCHING EXPENSE & SELF MOVE.

11/15/73

RECEIVED LETTER OF OBJECTION FROM THE  
MARSHALLS RE RENT OFFSET.

December 22, 1975

JOM

SHB

Rent Write-off

Please see the attached copy of CRD 74-9 together with my memo of 14 January, 1974 and note that the memo and CRD had requested authority for judicial action to collect certain rent due from Mr. and Mrs. Louis Marshall.

At the time of the CRD we held sufficient collateral to offset the delinquent rent. The Commission action was to deny us authority to enforce collection. We have since released the collateral and now have no means to enforce collection.

The purpose of this memo is to request authority to write off the delinquent rent as being uncollectible, under the provisions of the statute mentioned in my 14 January, 1974 memo.

SHB/CRD:sp  
Attachment

*Rent written off per CRD 76-3 1-12-76*

\_\_\_\_\_  
Date

TO: The Commissioners

FROM: J. David Hunt

Commission Reports & Documents No. \_\_\_\_\_

SUBJECT: Rent Write-Off - Eganui Hospital Project.

The attached memorandum refers to rent which has been unpaid since mid-1973. In January 1974 the Commission decided not to enforce collection of the rent but did not grant authority to write off the uncollected rent. It is requested that the amount of \$265.63 be written off to clear our books.

RECOMMENDATION: Motion to authorize write-off of \$265.63 as uncollectible rent.

\_\_\_\_\_  
Executive Director

ACTION:

LAY IN LOUIS MARSHALL  
FILE

Bew

Date 14 January, 1974.

TO: The Commissioners  
FROM: John B. Kenward  
Commission Reports & Documents No. 74-9  
SUBJECT: Delinquent Rent - Emanuel Hospital Project.

The attached memorandum refers to rents which have been unpaid by Mr. and Mrs. Louis Marshall, and requests that the Commission grant staff authority to take the required legal action to collect the rent in the amount of \$265.63.

RECOMMENDATION: Motion to grant authority to take the required action to obtain a judgment for the collection of the delinquent rent.

NOTE  
↓

*Patrick J. LaPrade*  
Executive Director

ACTION: Page 74- . January 14, 1974. Mrs. Beeman moved that due to extenuating circumstances and HUD's position in the matter that no action be taken to collect rent in the amount of \$265.63. Mr. Walsh seconded the motion and it was passed unanimously.

MEMORANDUM

Date 14 January, 1974.

TO: John B. Kenward  
FROM: Spencer H. Benfield  
SUBJECT: Delinquent Rent - Emanuel Hospital Project.

Mr. and Mrs. Louis Marshall were owner-occupants of a property at 247 N. Fargo in the Emanuel Hospital Project Area. In early January, 1972, the Commission acquired the Marshall's property through a default judgment. Unfortunately, this occurred at a time when the Marshalls were involved in a race discrimination case with respect to the replacement housing unit, which information was not known to our attorneys at the time the case went to court. As soon as we learned of the situation, we informed the HUD Regional Equal Opportunity Officer, Mr. Charles Howlett, who was handling the discrimination complaint, that under the provisions of the Urban Renewal Handbook RHA-7211.1, Chapter 3, Page 3, we would be required to charge the Marshalls rent at a date no later than 60 days from the date when we acquired the property. We asked him to expedite the investigation so that the matter could be settled within the 60-day period.

Mr. Howlett informed us by telephone that the settlement would include compensation for any damages the Marshalls might have suffered, including the payment of rent to the Development Commission. However, when the settlement was finally reached, it did not include any payment in respect of rent due the Commission from the Marshalls. We discussed this matter with Mr. Howlett and requested that in light of his promise that the settlement would include a payment for damages, that HUD give us special authority to write off the rent. Mr. Howlett, by his letter of July 19, 1973, merely suggested that we write off the rent, but did not give us any authority to do so.

Under the provisions of the above-mentioned Chapter and Page of the Urban Renewal Handbook, "Delinquent rent shall be charged off only after the governing body of the LPA has found that there is no reasonable prospect of collection, that the probable cost of further efforts to collect would not be warranted, or that collection would impose undue hardship on the tenant. These findings shall be made not less than semi-annually." It, therefore, appears to us that HUD cannot give us special authority to write off the rent, and inasmuch as the two conditions of the above-mentioned paragraph - namely, that the rent is uncollectible, or that the collecting of the rent would subject the displacees to undue hardship - are not present in this case, it, therefore, appears that the rent should be collected.

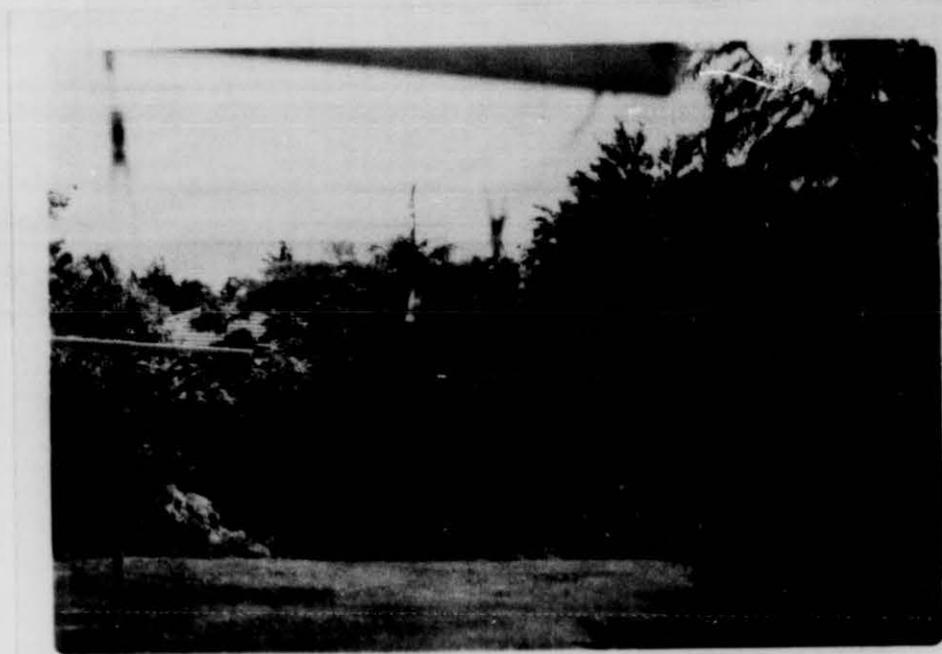
Under the provisions of the Relocation Handbook 1371.1, Chapter 6, Section 1, Paragraph 5, Page 6,:

- "(1) The local agency may set off against a relocation payment claim of an otherwise eligible person any financial obligations to the agency arising out of the use of the real property from which the claimant is displaced, and which are unpaid by the claimant (e.g., deducting delinquent rent, provided that the agency has not been negligent with respect to timely collection of rent). Whenever the agency determines, the financial obligation could not be met without

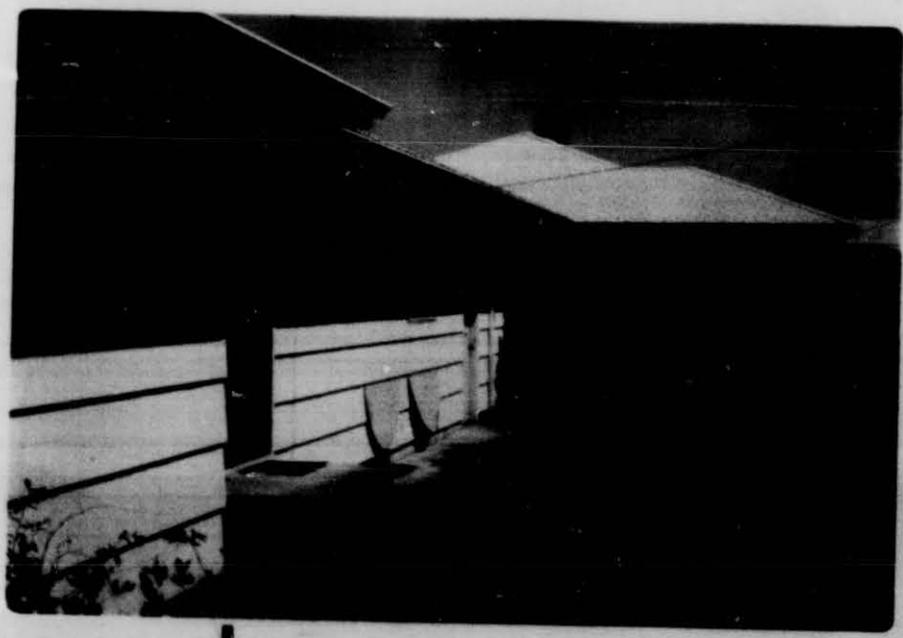
undue hardship to the claimant, the obligation shall not be set off against the claim. The \$200 dislocation allowance is not subject to setoff.

- (2) Before taking any set off action, the local agency shall notify the displaced person of its intention to set off the claim and shall advise the person that he may, within 30 days, file a statement denying or disputing the claim. If such statement is filed by the person, the local agency may tentatively set off the claim if it institutes within 30 days and diligently prosecutes a judicial action to obtain a judgment for the claim. Once the agency obtains a judgment for the claim, the setoff will be deemed final. If judicial proceedings are instituted and the local agency is denied a judgment, or if the agency does not institute and prosecute proceedings in keeping with the provisions of Section 42.180 of the HUD regulations, the full amount of the claim shall be paid, if otherwise eligible."

By our letter of October 31, 1973, we notified the Marshalls of our intent to set off the rent as indicated above. The Marshalls have objected to our proposal by their letter of November 13, 1973 and have insisted that the amount not be set off. The purpose of this memorandum is to request authority to initiate judicial action to collect the rent as required by the regulations. We are still holding the \$300 moving allowance, against which the amount may be set off.

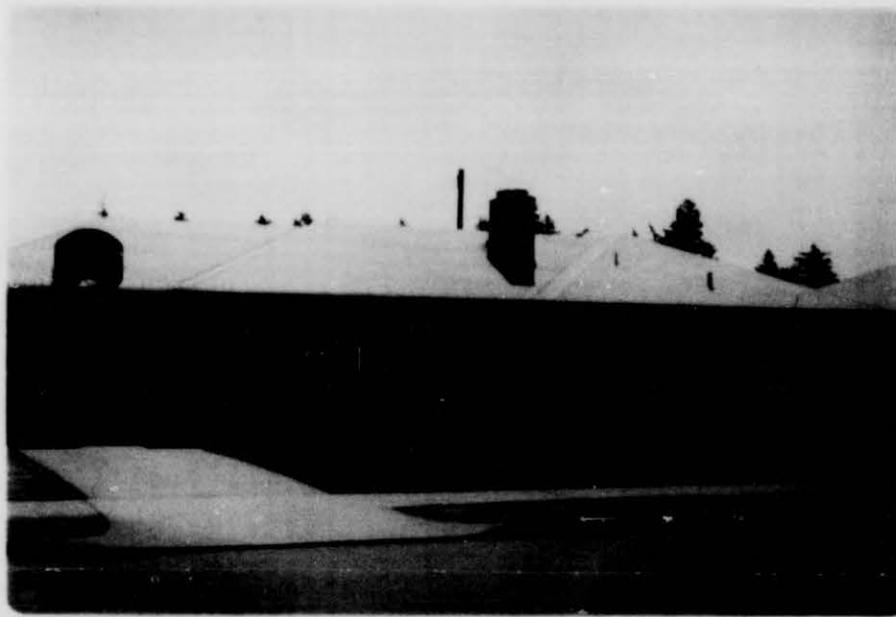


BACK YARD OF  
PROPERTY AT 1026 N.E. 107 PL  
PORTLAND, OREGON.

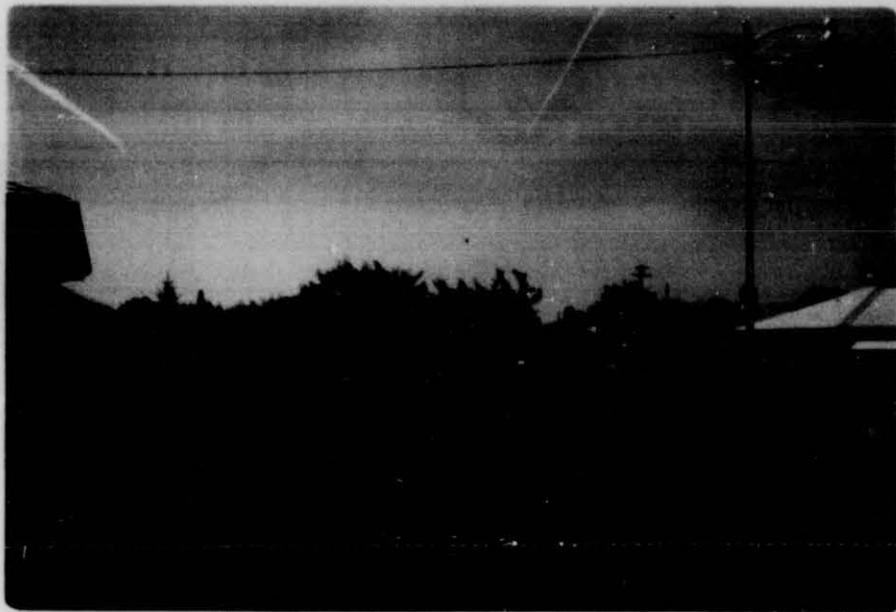


PROPERTY AT 1086  
107 PL  
N.E. ~~PL~~  
PORTLAND





PROPERTY AT 1026 N.E. 107 PL.  
PORTLAND



~~PRO~~ VIEW OF NEIGHBORHOOD FROM PROPERTY  
AT 1026 N.E. 107 PL. PORTLAND

RELOCATION PAYMENT

PROJECT: Emanuel Hospital

PARCEL: A-3-13

PAYABLE TO: Title Insurance Company - \$15,000.00

Louie E. & Beatrice Marshall - \$400.00

\$15,000.00

For: <input checked="" 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 type="checkbox"/> Settlement Costs (on acquisition by LPA only)	.....	\$	.....
<input type="checkbox"/> Interest Expense	.....	\$	300.00
<input checked="" type="checkbox"/> Fixed Moving Payment	.....	\$	200.00
<input checked="" 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 Louie E. & Beatrice Marshall  Family Less - \$ \_\_\_\_\_\*

Move from 247 N. Fargo  Individual Total \$ 15,500.00

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

*Please make warrant in amount of \$15,000 payable*

*# 998, 6/20/73 15,000 TITLE INS  
400 MARSHALLS  
100 HELD BACK*

*to title insurance.*

*make second warrant in amount of \$400 payable to Marshalls*

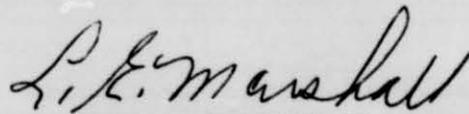
*make 3rd warrant in amount of \$100 payable to Marshalls. JMC*

June 15, 1973

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

Gentlemen:

You are hereby authorized to place in my account at Title Insurance Company, 425 S. W. Fourth Avenue, Portland, Oregon, the amount of \$15,000 representing my replacement housing payment for my relocation from 247 N. Fargo.

A handwritten signature in cursive script that reads "L. E. Marshall".

---

Louie Marshall

CLAIM 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 NO. R-20  
 PARCEL NO. A-3-13

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:

MARSHALL, Louis E. and Beatrice

Family  Individual

Amount of differential payment claimed \$ 15,000.00

Amount of interest payment claimed \$ \_\_\_\_\_

Costs incidental to purchase \$ \_\_\_\_\_

TOTAL \$ 15,000.00

Minus adjustments

Explanation: \_\_\_\_\_ - \$ -0-

Total Replacement Housing Payment for Homeowner: . . . . . \$ 15,000.00

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.

6/15/73  
 Date

L. E. Marshall  
 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 \$ 15,000.00 is authorized.

6-20-73  
 Date

[Signature]  
 Authorized Signature

RECORD OF PAYMENT

Date of Payment: 6-20-73 Check No. 778 E14 Amount: \$ 15,000.00

**A. COMPUTATION OF DIFFERENTIAL PAYMENT**

Required Information

- 1. Actual purchase price of replacement housing: \$27,950.00
- 2. Cost of comparable replacement dwelling (cost based on:  
            Schedule     X     Comparable        Other) \$24,950  
     Sq.Ft. of former dwelling 1152 No. of bedrooms 3
- 3. Acquisition payment made by agency for claimant's former dwelling \$ 8,500.00

Computation

- 4. Line 1 or Line 2, whichever is less \$24,950
- 5. Minus Line 3 - \$ 8,500
- 6. Amount of differential payment or \$15,000, whichever is less \$15,000.00
- 7. Total approved \$15,000.00

**B. REQUIRED DOCUMENTATION**

- 1. If claimant purchased and occupies replacement dwellings:
  - a) Date purchase agreement signed (earnest money) Date: N/A
  - b) Date of settlement (closing) Date: JULY 22, 1973
- 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.)**

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)
	\$	\$	\$	\$
<b>TOTAL</b>	\$	\$	\$	\$

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

January 14, 1974

Mr. and Mrs. Louis Marshall  
1026 N. E. 107th Place  
Portland, Oregon 97220

Dear Mr. and Mrs. Marshall:

Enclosed you will find our Warrant No. 882 BH in the amount of \$300.

This represents the fixed moving payment due you as a result of your displacement from 247 N. Farge Street.

Very truly yours,

Benjamin C. Webb  
Chief, Relocation

BCJ/eh  
Encl.

**PORTLAND DEVELOPMENT COMMISSION**

1700 S.W. FOURTH AVENUE  
 PORTLAND, OREGON 97201

N<sup>o</sup> 882 EH

DATE January 14, 19 74

PAY TO **Louis and Beatrice Marshall**

\$ **300.00**

**DOLLARS**

TO THE TREASURER OF THE  
 CITY OF PORTLAND, OREGON



*W. S. Jenkins*  
 AUTHORIZED SIGNATURE  
**NON-NEGOTIABLE**  
*W. S. Jenkins*  
 AUTHORIZED SIGNATURE

Portland Development Commission • 224-4800

DETACH BEFORE DEPOSITING CHECK

DATE	INVOICE OR CONTRACT NOS.	DESCRIPTION	AMOUNT
		Reimbursement per Claim for Fixed Moving Payment filed. Move from 247 N. Fargo (Parcel A-3-13).	\$300.00

**Account Distribution**

NO. TITLE AMOUNT

RELOCATION PAYMENT

PROJECT: Emanuel

PARCEL: A-3-13

PAYABLE TO: Louis and Beatrice Marshall

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 type="checkbox"/>	Settlement Costs (on acquisition by LPA only). . . . .	\$	_____
<input type="checkbox"/>	Interest Expense . . . . .	\$	_____
<input checked="" type="checkbox"/>	Fixed Moving Payment . . . . .	\$	<u>300.00</u>
<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 Louis and Beatrice Marshall  Family Less - \$ \_\_\_\_\_\*

Move from 247 N. Fargo  Individual Total \$300.00

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

*OK JMM*

URBAN REDEVELOPMENT FUND-PROJECT EXPENDITURES-EMANUEL HOSPITAL, ORE. R-22

Warrant Number

**PORTLAND DEVELOPMENT COMMISSION**

1700 S.W. FOURTH AVENUE  
PORTLAND, OREGON 97201

N<sup>o</sup> 836 EH

DATE October 31, 19 73

PAY TO **Louis E. and Leatrice Marshall**

\$ 200.00

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 Dislocation Allowance filed. Move from 247 N. Fargo (Parcel A-3-13).	\$200.00

**Account Distribution**

NO.

TITLE

AMOUNT

MEMORANDUM

Date October 26, 1973

TO: Bob Douglas  
FROM: Ben Webb  
SUBJECT: Moving and Dislocation Allowance - Louis E. and Beatrice Marshall

On June 20, 1973 we prepared Warrant No. 779 EH for \$400, and Warrant No. 780 EH for \$100, on the basis of the attached claim forms for a fixed moving payment of \$300 and a dislocation allowance of \$200. We had asked that two warrants be prepared because it was our intention to hold back \$100 to insure that certain provisions of an agreement reached with the Marshalls were kept.

The provisions of the agreement have been met. However, it now appears that rent due the Commission from the Marshalls must be withheld from the \$300 moving allowance. We are not permitted to withhold the \$200 dislocation allowance.

It will probably be some time before the rent question is settled. Therefore, will you please cancel Warrants No. 779 EH and 780 EH, and prepare a new warrant in the amount of \$200 covering the dislocation allowance.

I apologize for the inconvenience.

BCW:ch  
Attachments

0600 EGO 901

**CLAIM FOR RELOCATION PAYMENT FOR  
MOVING PAYMENT (FAMILIES & INDIVIDUALS)**

**NAME & ADDRESS OF LOCAL AGENCY**  
Portland Development Commission  
1700 S. W. Fourth Avenue  
Portland, Oregon 97201

**PROJECT NAME**  
Emanuel Hospital Project  
**PROJECT NO.** R-20

**FULL NAME OF CLAIMANT:** MARSHALL, Louie E. **PARCEL NO.** A-3-13

**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."

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 of 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.

6/15/73  
Date

L. E. Marshall  
Signature of Claimant

1 STORAGE RECEIPT (For Local Agency use only)

A. Fixed Payment \$ 260.00 <sup>300.00</sup> <sup>250.00</sup> Dislocation Allowance \$ 200.00 Total \$ 460.00 <sup>500.00</sup> <sup>846.00</sup>

1. Complete if claim is for a fixed payment including an allowance for moving articles stored in attics, cellars, or garages:  
Date items inspected   /  /  

B. Actual Moving and Related Expenses

1. Initial payment and, if applicable, storage and related costs in the amount of Total \$ \_\_\_\_\_

2. Supplementary payments for storage costs Total \$ \_\_\_\_\_

3. Final payment for moving expenses covering storage and related costs Total \$ \_\_\_\_\_

Note: 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, please explain: \_\_\_\_\_

**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 authorized in the total amount of \$ 500.00.

[Signature]  
Authorized Signature 6-20-73  
Date

**RECORD OF PAYMENTS MADE**

Date	Check Number	Amount	Date	Check Number	Amount
<u>6-20-73</u>	<u>780 EH</u>	<u>100.00</u>	<u>10/31/73</u>	<u>836 EH</u>	<u>200.00</u>
<u>6-20-73</u>	<u>799 EH</u>	<u>400.00</u>			

10/29/73

RECEIVED

NOV 15 1973

PORTLAND DEVELOPMENT COMMISSION

Portland, Oregon  
November 13, 1973

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

Dear Sir:

I am writing in regards to our fixed moving allowance in the amount of \$300.00 for our self move of personal property from 247 N. Farge St. to 1026 N. E. 107 Place. We have been offered \$34.36 by P.D.C. instead of the three hundred dollars we are entitled to. As you know we are entitle to moving expenses by law. We are in no way agreeable with your proposal to pay only \$34.36. In addition, I am asking complete settlement for my business move. I was refused a business relocation allowance and was forced to put most of my business equipment in storage. As of now I am paying \$65.00 a month for storing my equipment until I can get it permanently located. I lost money on this move, and I applied for six months storage allowance in the amount of \$290.00. I have already paid five months storage.

*paid by PDC*

We have suffered delay after delay, and problem after problem & unnecessary expenses every since we were forced to sell our property at 247 N. Farge St. to make way for the Emanuel Hospital expansion program. Because of a delay in releasing our federal grant, we were forced to pay \$ 223.93 for intrest on - NO that money and other debts connected with the house we were seeking to buy, but did not have possession of, because our federal grant was being with held for reasons way beyend our centrell. I am asking for complete reimburstment by return mail for \$300.00 , \$290.00 and \$223.93. A total of \$813.93.

*They had to borrow \$400 to complete purchase*

We moved from 247 N. Farge St. more than four months ago, and I do feel that this debt owing us is way pass due & would appreciate it very much if the Portland Develepement Commission would pay this debt at once.

27,500  
23,500 249 + RHP  

---

4,000

Yours Truly  
*Louie E. Marshall*  
Louie E. Marshall

July 24, 1973

Mr. Charles Hewlett, Compliance Director  
Office of Equal Opportunity  
Department of Housing and Urban Development  
Arcade Plaza Building  
1321 Second Avenue  
Seattle, Washington 98101

Dear Mr. Hewlett:

We have your letter of July 19, 1973 in which you have requested that the rent charged to the Louis Marshall family for the period August, 1972 through June, 1973 be set aside. As mentioned to you in our previous conversations, we are anxious to assist them in any way that we can. However, it is our opinion that the Development Commission does not have the authority to set aside the rent due as suggested in your letter. Under the provisions of Urban Renewal Handbook RHA 7211.1, Property Management, Chapter 3, page 3, we are required to ". . . establish a beginning date not later than two months after acquisition for rent accrual and collection from former owner-occupants." The same section of the Handbook provides the authority to write-off uncollected rents and reads as follows:

"Delinquent rent shall be charged off only after the governing body of the LPA has found that there is no reasonable prospect of collection, that the probable cost of further efforts to collect would not be warranted, or that collection would impose undue hardship on the tenant."

The rent could not be written off on the basis of inability or inflexibility to collect, because we have authority under the Relocation Handbook 1371.1, Chapter 6, Section 1, page 6, paragraph 5. b., to set off the amount against the Marshalls' moving allowance. The Handbook does not define undue hardship except to say that as a general rule the rent should not exceed 25% of adjusted income. The rent that was charged the Marshalls was less than 25% of their adjusted income, and we know of no other criterion by which we could say that the paying of the rent would be an undue hardship. From our own information, we are not able to say that to pay the rent would subject the Marshalls to inordinate suffering or privation.

✓  
Rent 244.38  
9/30/73 BAL. 265.63  
~~10/31/73~~

Mr. Charles Howlett  
Page 2  
July 24, 1973

In short, what we are saying is that there is a HUD requirement that we charge rent, and the rent charged can only be written off under HUD authority. The authority that we now have does not seem to cover the present situation. Before we can write off the rent in this case, we will be required to have the authority from someone authorized to give it.

In the absence of such special authorization we will have no choice but to withhold the amount of unpaid rent from moving expense allowance.

May we have your comments.

Very truly yours,

Benjamin C. Webb  
Chief, Relocation and  
Property Management

BCW:ch

October 31, 1973

Mr. and Mrs. Louis E. Marshall  
1026 N. E. 107th Place  
Portland, Oregon

Dear Mr. and Mrs. Marshall:

We have enclosed our Warrants Nos. 836 EN and 837 EN, in the amounts of \$200 and \$1,147.20, respectively, for a total of \$1,347.20. This amount is to reimburse you for your actual expense in searching for a new location and moving your business from 247 N. Fargo, and also to pay you the dislocation allowance in respect of your self move from 247 N. Fargo. Please note that the reimbursement for the business move includes a \$297.50 payment for the cost of materials, construction and installation of storage bins for your carpentry shop. To date we have not received receipts for this expenditure. It will be necessary that we receive the receipt as soon as the work is done.

Finally, please note that this payment does not include any amount for the fixed moving allowance payable to you in respect of the self move of your residential personal property from 247 N. Fargo. The reason for this omission is as follows:

As you know, on January 2, 1973 the Commission acquired your property through a default judgment in the Multnomah County Circuit Court. HUD regulations required that we start charging a fair rent to you as a former tenant-occupant of real property at a date not later than two months after we acquired the property if you are still in possession at that time. Accordingly, we charged you rent at the rate of \$43.75 from March 5, 1973 to July 10, 1973. The total rent due is, therefore, \$265.63. By this letter we wish to inform you that we intend to offset the amount of rent due the Commission (\$265.63) against the \$300 fixed moving allowance, and pay you the balance of \$34.36.

If you are agreeable to this proposal, may we have your agreement. If you are not agreeable, HUD regulations require that you give us your written objections within 30 days from the date of this letter. If we do not receive your objection within 30 days, we will be required

Mr. and Mrs. Louis E. Marshall  
October 31, 1973  
Page 2

to offset the rent as proposed above. If we do receive your objection within 30 days, we will be required to recommend to the Commission that it take legal actions to collect the rent.

Your prompt attention in this matter will be appreciated.

Very truly yours,

Benjamin C. Webb  
Chief, Allocation and  
Property Management

BCW:ch  
Enclosures

October 26, 1973

Bob Douglas

Ben Webb

Moving and Dislocation Allowance - Louis E. and Beatrice Marshall

On June 20, 1973 we prepared Warrant No. 779 EH for \$400, and Warrant No. 780 EH for \$100, on the basis of the attached claim forms for a fixed moving payment of \$300 and a dislocation allowance of \$200. We had asked that two warrants be prepared because it was our intention to hold back \$100 to insure that certain provisions of an agreement reached with the Marshalls were kept.

The provisions of the agreement have been met. However, it now appears that rent due the Commission from the Marshalls must be withheld from the \$300 moving allowance. We are not permitted to withhold the \$200 dislocation allowance.

It will probably be some time before the rent question is settled. Therefore, will you please cancel Warrants No. 779 EH and 780 EH, and prepare a new warrant in the amount of \$200 covering the dislocation allowance.

I apologize for the inconvenience.

SCM:ch  
Attachments

MEMORANDUM

Date August 21, 1973

TO: Ben Webb  
FROM: Beverly Buell  
SUBJECT: Louis Marshall Rent

Rent owing to 7-10-73 .....\$265.63

Rent per month \$63.75 from March 5, 1973 to July 10, 1973.

This amount should be withheld from moving and dislocation allowance.

DATED this 13 day of AUGUST 19 73.

The undersigned does hereby consent and agree that all personal property left by me in the premises at 247 N  
FARGO, 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.

L. E. Marshall  
(firm name)

by: \_\_\_\_\_

COPY GIVEN TO MARSHALLS

July 25, 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. Louis Marshall -  
Unpaid Rent

As requested in our telephone conversation today, we have enclosed a copy of the July 24, 1973 letter to Mr. Marshall with respect to the above-mentioned matter.

Very truly yours,

Benjamin G. Voss  
Chief, Relocation and  
Property Management

*Lacy in Marshall's file*

July 24, 1973

Mr. Charles Howlett, Compliance Director  
Office of Equal Opportunity  
Department of Housing and Urban Development  
Arcade Plaza Building  
1321 Second Avenue  
Seattle, Washington 98101

Dear Mr. Howlett:

We have your letter of July 19, 1973 in which you have requested that the rent charged to the Louis Marshall family for the period August, 1972 through June, 1973 be set aside. As mentioned to you in our previous conversations, we are anxious to assist them in any way that we can. However, it is our opinion that the Development Commission does not have the authority to set aside the rent due as suggested in your letter. Under the provisions of Urban Renewal Handbook RHA 1971-2, Property Management, Chapter 3, Page 3, we are required to "... establish a beginning date not later than two months after acquisition for rent accrual and collection from former owner-occupants." The same section of the Handbook provides the authority to write off uncollected rents and reads as follows:

"Unpaid rent shall be charged off only after the governing body of the URA has found that there is no reasonable prospect of collection, that the probable cost of further efforts to collect would be more than offset by the collection of such unpaid rent, or that collection would impose undue hardship on the tenant.

The rent could not be written off on the basis of inability or infeasibility to collect, because we have authority under the Collection Handbook 1971-2, Chapter 6, Section 6, Page 6, paragraph 5, b., to set off the amount against the Marshall's paying allowance. The Handbook does not define undue hardship except to say that as a general rule the rent should not exceed 25% of adjusted income. The rent that was charged the Marshalls was less than 25% of their adjusted income, and we know of no other criterion by which we could say that the paying of the rent would be an undue hardship. From our own information, we are not able to say that to pay the rent would subject the Marshalls to inordinate suffering or privation.

Mr. Charles Howlett  
Page 2  
July 24, 1973

In short, what we are saying is that there is a HUD requirement that we charge rent, and the rent charged can only be written off under HUD authority. The authority that we now have does not seem to cover the present situation. Before we can write off the rent in this case, we will be required to have the authority from someone authorized to give it.

In the absence of such special authorization we will have no choice but to withhold the amount of unpaid rent from moving expense allowance.

May we have your comments.

Very truly yours,

Benjamin C. Webb  
Chief, Relocation and  
Property Management

BCM:ch



July 11, 1973

Mr. Charles Howlett, Compliance Director  
Office of Equal Opportunity  
Department of Housing and Urban Development  
Arcade Plaza Building  
1321 Second Avenue  
Seattle, Washington 98101

Dear Mr. Howlett:

Re: Mr. and Mrs. Louis Marshall

At the June 15, 1973 meeting at this office between yourself, the Marshalls, Mr. W. S. Jones and myself, you requested a copy of our notes relative to the contacts that we have had with the Marshalls. I regret the delay in supplying the requested information.

We have supplied copies of our interview register; however, because not all of the information is in the register, we have also enclosed copies of certain other letters and notes relative to the case.

We hope this is the information that you require. However, if we may be of further assistance, please let us know.

Very truly yours,

William S. Jones  
Chief, Relocation and  
Property Management

BCW:ch  
Enclosures

June 21, 1973

Title Insurance Company  
425 S. W. Fourth Avenue  
Portland, Oregon 97204

Attention: Nancy Lease

Gentlemen:

Re: Marshall, Louie E. & Beatrice  
Escrow Account No. 507617

Enclosed you will find our Warrant No. 778 EH in the amount of \$15,000, to be deposited to subject escrow and to be released upon written authorization from the Portland Development Commission that Mr. and Mrs. Marshall have purchased and occupied a standard dwelling.

Please send a copy of the closing statement to the Portland Development Commission.

Thank you for your cooperation.

Very truly yours,

Benjamin C. Webb  
Chief, Collection and  
Property Management

BCW:ch  
Enclosure

cc: Justin C. Tallman



AGREEMENT

I, Louie E. Marshall, agree to bring items 2, 3, 5, 7 and 8 into compliance as listed on the May 16, 1973 revised code listings, within sixty (60) days of date of possession of the property.

I further understand that upon completion of these items the \$100 being withheld from the moving expense allowance by the Portland Development Commission will be released to me.

L. E. Marshall  
Louie E. Marshall

6/15/73  
Date

See attachment.

**PORTLAND DEVELOPMENT COMMISSION**

1700 S.W. FOURTH AVENUE  
 PORTLAND, OREGON 97201

N<sup>o</sup> 778 EH

DATE June 20, 19 73

PAY TO **Title Insurance Company**

\$ 15,000.00

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 Louis E. & Beatrice Marshall, RHP for Homeowners per claim filed. Move from 247 N. Fargo (Parcel A-3-13).	\$15,000.00

**Account Distribution**

NO. TITLE AMOUNT

LAY IN FILE



title insurance

escrows

# Title Insurance Company of Oregon

425 S. W. Fourth Avenue / Portland, Oregon 97204

Phone 222-3651

WASHINGTON COUNTY OFFICE  
12012 S. W. CANYON ROAD  
BEAVERTON, OREGON  
646-8181

EAST SIDE OFFICE  
1350 S. E. 122ND AVENUE  
PORTLAND, OREGON 97233  
255-9103

CLACKAMAS COUNTY OFFICE  
112 - 11TH STREET  
OREGON CITY, OREGON  
656-5243

June 29, 1973

Portland Development Commission  
Emanuel Relocation  
235 N. Monroe  
Portland, Oregon

CARBON DESTROYED  
JMC v 1/6/73

Attention: Mr. Stan Jones

Re: Escrow #507617  
Louie E. Marshall

Dear Mr. Jones:

Enclosed herewith in connection with the above captioned escrow are letter re: possession date and copy of closing statement. A copy of the deed will follow as soon as I receive it.

Thank you for your assistance in this transaction.

Yours sincerely,

TITLE INSURANCE COMPANY of OREGON

BY: *Nancy J. Lease*  
Nancy J. Lease  
Escrow Officer

njl

Enc.

cc: Mr. Benjamin C. Webb  
Chief, Relocation and  
Property management

June 27, 1973

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

Attention: Mr. Stan Jones

Escrow # 507617

Dear Mr. Jones:

This is to certify that Louie E. Marshall and Beatrice Marshall  
have purchased residence at 1026 N.E. 107th Pl. and intend to  
occupy that dwelling on or before 7/7/73 or before

Dated:

L. E. Marshall  
Louie E. Marshall

Beatrice Marshall  
Beatrice Marshall



# Title Insurance Company of Oregon

425 S. W. Fourth Avenue / Portland, Oregon 97204  
Phone 222-3651

WASHINGTON COUNTY OFFICE  
12012 S. W. CANYON ROAD  
BEAVERTON, OREGON 97005  
646-8181

CLACKAMAS COUNTY OFFICE  
112 - 11TH STREET  
OREGON CITY, OREGON 97045  
656-5243

EAST SIDE OFFICE  
1350 S. E. 122nd AVENUE  
PORTLAND, OREGON 97233  
255-9103

title insurance

escrows

ESCROW NO. **507617**

## ESCROW DEPARTMENT STATEMENT

~~Louis E. Marshall and Beatrice Marshall~~

~~David W. Tallmon, Jr. and Donna E. Tallmon~~

~~June 28, 1973~~, 19.....

DESCRIPTION	DEBITS		CREDITS	
	\$		\$	
<b>Lot 17, Block 5, LORENE PARK</b>				
<b>Credit to seller per settlement</b>		<b>223 93</b>		
Deposit			<b>21,000 00</b>	
Demand				
Title Insurance Policy	<b>27,950</b>	<b>00</b>		
Broker's Commission	<b>25</b>	<b>00</b>		
Escrow Fee				
Taxes <b>1/2</b>	<b>39</b>	<b>00</b>		
RECORDING				
Deed				
<b>Tallmon</b> to <b>Marshall</b>		<b>2 00</b>		
Trust Deed				
Mortgage				
Release of <b>Marshall</b> to <b>Reid</b>		<b>4 00</b>		
Taxes Prorated				
Insurance Prorated	<b>included in settlement above</b>			
Fuel Prorated				
Rents Prorated <b>212 gal @ 21.40 per gal.</b>	<b>43</b>	<b>25</b>		
<b>Joe Reid for credit report appraisal etc.</b>	<b>50</b>	<b>00</b>		
<b>Oregon Agency for insurance premium</b>	<b>109</b>	<b>00</b>		
Balance Due			<b>7,446</b>	<b>18</b>
Balance—Our Check Herewith				
<b>TOTAL</b>	<b>28,446</b>	<b>18</b>	<b>28,446</b>	<b>18</b>

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

Title Insurance Company of Oregon  
BY *Nancy J. Lease*

ITEM	SUBJECT			<del>COMPARABLE-#1</del> <sup>1</sup>			<del>COMPARABLE-#2</del> <sup>2</sup>			<del>COMPARABLE-#3</del> <sup>3</sup>			<del>COMPARABLE-#4</del> <sup>4</sup>		
Multiple Listing #	XXX			5281-77 -XXX			5797-77								
Sale or Rent Price	\$8,500			74,950			411,950			23,950			23,500		
Address	247 N. FARGO			1916 N.E. 110			1120 N.E. DRAC			1120 N.E. FLANDERS			1732 N.E. 103		
No. of Rooms	BR	Bath	Total Rooms	BR	Bath	Total Rooms	BR	Bath	Total Rooms	BR	Bath	Total Rooms	BR	Bath	Total Rooms
	3	2	6	3	1 1/2	6	3	1 1/2	7	3	2	7	3	2	6
Type	1 1/2 STORY			RANCH			1 1/2 STORY			RANCH			RANCH		
State of Repair	Int. Ext. GOOD			GOOD			GOOD			GOOD			GOOD		
Type of Neighborhood	URBAN RENEWAL			GOOD			GOOD			GOOD			GOOD		
Street Improvements	ALL STREET IMPROVEMENTS			?			"								
Availability of Public Services	GOOD			?			GOOD						GOOD		
Lot Size	33 1/3 X 50			75 X 85			70 X 130			80 X 100			50 X 100		
Year Built	1910			1957			1918			1955			1962		
Fireplace	NO			NO			YES			YES			YES		
Heating System	GAS			GAS			OIL			FWA-OIL			FWA-GAS		
Basement	FCB			FCB			FCB			YES			NO		
Garage	NO			CAR PORT			YES			YES			?		
Habitable Area	1152			1050			1158			1203			1118		
Total Area															
Furnished or Unfurnished	UNFURNISHED			UNFURNISHED			UNFURN			UNFURN			UNFURNISHED		
Extraordinary Amenities	PARTY ROOM + SHOP IN BSMT.			PATIO, CAR PORT						WET BAR IN BSMT. - CYCLONE FENCE			-		

Comparable # 2 is considere \_\_\_\_\_ is considered most like subject because:

The adjusted price is \$ \_\_\_\_\_ ice is \$ \_\_\_\_\_

Explain

TYPE OF STRUCTURE, AGE AND HABITABLE AREA MOST COMP.

22497-7 Add 4732 NE 103 Ave., Port X St Area NE Price \$ 23,500.  
 Occ by Vacant Style Ranch Terms Cash out  
 To Show Use lock box front door. Taxes \$560.  
 Legal Lot 11, Blk. 9, Parkrose & plat Ext Siding Sewer Cesspool  
 Rsn Sell Bought another home FR Sq. Ft. View  
 LR 17.6x14.6 Gar Double carport Inal Water City  
 DR 15.6x8 SqFt 1,100± Frpl 2 Heat FA gas  
 Kit 10.6x11.6 Yr Bt 1962 Roof Comp. Util Rm Off kitchen  
 Est 10.6x11.6 Floor W/W carpet Bltins Range Wired Range & dryer  
 BA 10.6x11.6 Grade Prescott Jr Hi Shaver Lot 50x100  
 BR 10.6x10 Fenced Poss COE Bus 1/2 blk. Sandy  
 FR 15.6x10 Hi Parkrose Poss COE Bus 1/2 blk. Sandy  
 Encum \$18,500., \$200.49 p/m, PITI, 07 1/2 int., First National Main



Remarks: Lovely 3 BR, 2 bath ranch hm.w/beautiful brk.Frpl. separating LR & FR. Sliding gl.drs. from FR lead to 28.6x15 cov.patio. Hm.convenient to schs., shopping & bus. Excl. buyer of Greisen Realty for 10 days from this date. Will Co-op L % S %  
 Owner James S. & Donna K. Lankford Ph 649-7458  
 Add 20455 SW Newcastle Place, Aloha NE F  
 List Off E.G.Stassens Inc., Sub East Ph 254-7395 By Ned Stafford X Date 12-19-72

17978-7 ADDRESS 1120 NE Flanders, Portland DIST. NE PRICE \$23,950.  
 OCC BY Owner STYLE Ranch TERMS CO  
 TO SHOW Call for appt. then use lock box on front door. TAXES \$632.41  
 LEGAL Lot 2, Blk. 9, Irean Vlg. & plat 2-3 EXT Siding SEWER Septic  
 B I F R F A RSN SELL Moving  
 LIVING RM X 13.6x14.6 GARAGE Single INSL WATER Menlo Park  
 DINING RM X 9x7.8 SQ.FT. 1,050± FIREPLACE LR & FR HEAT FA oil  
 KITCHEN X 13.3x8.8 YR BLT 1955 ROOF Composition BLTINS Range  
 EAT. SPAC 13.8x10.3 POSS. 30 ROD FLOOR Hdwd.,cpt. UTILITY RM 12.6x11.6  
 BATH X X 9.8x11.10 GRADE WIRE R&D  
 BEDROOM 1 2 11x10.3 PAR JR. HI. LOT 80x100  
 FR X 28x11 HIGH David Douglas BUS  
 ENCUM. \$13,833.88., \$161.p/m, @ 3/4 int., PITI, Portland Fed. Sav.In. #1225584  
 assumable @ 7 1/2 int. Seller will not pay FHA-VA prevailing discount.  
 \$50. assumption fee, \$363.62 pay off penalty.  
 REMARKS: Wet bar in family room. Full back yard. Cyclone fenced.  
 OWNER Mr. & Mrs. Durst NE GB PHONE 255-7727, SOLD by West Linn Rlty  
 ADDRESS 1120 NE Flanders DATE 9-9-72 \$23,950  
 LIST. OFFICE E.G.Stassens Inc., Northeast office PHONE 288-8871 TERMS: State Gi

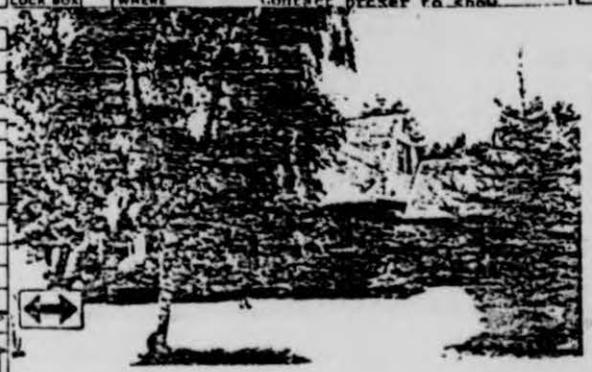


PROPERTY ADDRESS 1216 NE 110th CITY Portland CROSS ST Bkt. Halsey & Glisan DISTRICT NE AREA CODE 17 BDRMS 4 BATHS 1 1/2 PRICE \$24,950  
 OWNER'S NAME W.R. Brock PHONE 252-0915 TERMS C/O LOAN # MLS# 5281-72 BAR WL  
 OWNER OCCUPIED X VACANT POSSESSION DATE: 60 days after clos TAXES \$524.17 SQ. FOOTAGE 1050 STYLE 16 EXCHANGE  
 RENTAL B RENTERS PHONE BALANCE \$12,500 LOT SIZE 75x85 AGE 20 yrs. HIGH PAVED DRIVE  
 LISTING BROKER Westland Realty OFF PHONE 655-6106 LENDER Pac. Int. Fed. LOCK BOX WHERE Call list broker c  
 SALESMAN E. Bauld PHONE 659-6809 INTEREST MONTHLY PAYMT.  
 LEGAL N. 3.25ft of Lot 56, Blk. 11, Revis Park  
 FEATURES VIEW POOL FENCE WATER FRONT INCL. PRIN INT.  
 IMPROV. MAIN UPPER LOWER INCLUDED SEWER IN STREET TAXES INS  
 SIZE FLOOR LEVEL LEVEL  
 ENTRY 6x8 W/W CARPET X YES NO CO. WILL SELLER PAY FHA-VA DISCOUNT  
 LIVING 15x DRAPES X SHADES CESP. X SEPT. YES NO  
 DINING 27 RANGE X OVEN HEAT. OIL X RADI. 2ND MTG.  
 FAMILY DW. REF X DISP. GAS X RENT. LIENS EASEMENT  
 KITCHEN 10x14 WASHER X DRYER PATIO 10x20 SCHOOLS BLKS TO  
 BDRMS 10x11 CABINETS ROOF NEW COMP. X D. Douglas  
 9x10 NATURAL PAINTED STING SEA D. Douglas  
 INSULATION X STREET PAVED X PAROCIAL  
 W/LLS FLOORS HIRWOOD HIR DRIVE X RADI. 1ST MTG.  
 BATHRM X X CEILING X STREET PAVED X PAROCIAL  
 FIREPL. X X CARPET X WIRE R&D X 2 blks.  
 UTIL. X BSMT. DAYLIGHT FULL X SET. COLO. BTH. HNE SID. BRK. SLD. STORED



REMARKS: Beautiful Ranch Style Home on a quiet NE secluded wooded lot. Fenced & beautifully landscaped. lots of shrubs, Hesperia neatly kept, beautiful carpets. Huge paneled rec. rm. in bsmt., lots of rm. for that pool table. Excl. Paved driveway, siding, Redwood  
 All redwood interior paneling & molding, also exterior: JULY-AUG. 1973

PROPERTY ADDRESS 11200 NE Oregon CITY Portland CROSS ST DISTRICT NE AREA CODE 12 BDRMS 3 BATHS 1 1/2 PRICE \$26,950  
 OWNER'S NAME T. Kachin PHONE TERMS C/O LOAN # MLS# 5292-72 BAR FS  
 OWNER OCCUPIED X VACANT POSSESSION DATE: 45 days TAXES \$589.56 SQ. FOOTAGE STYLE 23 EXCHANGE  
 RENTAL B RENTERS PHONE BALANCE F&C LOT SIZE 70x130 AGE 54-55 Sm. place  
 LISTING BROKER First Realty Co. OFF PHONE 255-3005 LENDER F&C LOCK BOX WHERE Contact broker to show c  
 SALESMAN Mr. R.F. Marson PHONE INTEREST MONTHLY PAYMT.  
 LEGAL Sec 34 IN 2 E TL #343, 0.21 ac.  
 FEATURES VIEW POOL FENCE WATER FRONT INCL. PRIN INT.  
 IMPROV. MAIN UPPER LOWER INCLUDED SEWER IN STREET TAXES INS  
 SIZE FLOOR LEVEL LEVEL  
 ENTRY W/W CARPET X YES NO CO. WILL SELLER PAY FHA-VA DISCOUNT  
 LIVING 15x17 DRAPES X SHADES CESP. X SEPT. YES NO  
 DINING 9x12 RANGE X OVEN HEAT. OIL X RADI. 2ND MTG.  
 FAMILY DW. REF X DISP. GAS X RENT. LIENS EASEMENT  
 KITCHEN 8x18 WASHER X DRYER PATIO 8x14 SCHOOLS BLKS TO  
 BDRMS 12x13 13x18 CABINETS ROOF Cedar COMP. D. Douglas  
 10x11 6x15 NATURAL PAINTED STING SEA D. Douglas  
 INSULATION X STREET PAVED X PAROCIAL  
 W/LLS FLOORS HIRWOOD HIR DRIVE X RADI. 1ST MTG.  
 BATHRM X X CEILING X STREET PAVED X PAROCIAL  
 FIREPL. LR X CARPET X WIRE R&D X Ventura Pk.  
 UTIL. bsmt. DAYLIGHT FULL X SET. COLO. Red CEDAR X SID. BRK. SLD. STORED



REMARKS: Gateway. Fantastic home for the money. Good fam. hm. Good area.

June 7, 1973

Mr. Charles Howlett, Compliance Director  
Office of Equal Opportunity  
Department of Housing and Urban Development  
Arcade Plaza Building  
1321 Second Avenue  
Seattle, Washington 98101

Dear Mr. Howlett:

Re: Mr. and Mrs. Louis Marshall

As requested in our recent telephone conversation, I have enclosed a copy of the letter to the Marshalls, together with a copy of the building examiner's report.

We have had certain indications from the Marshalls that they will be slow to move. In the meantime, we have received word from Mrs. Tallman that if she does not have her money by June 15, 1973, she is going to sell to someone else. We suggested that she talk with either you or her attorney before taking this unilateral action.

If we may be of assistance in any way, please let us know.

We thank you for your attention in this matter.

Very truly yours,

Benjamin C. Webb  
Chief, Relocation and  
Property Management

BCW:ch  
Enclosures

June 7, 1973

Mr. Donald R. Stark  
Attorney at Law  
Boise Cascade Building  
1600 S. W. Fourth Avenue  
Portland, Oregon 97201

Dear Don:

Re: Mr. and Mrs. Louis Marshall

I have enclosed the attached copy of our June 7, 1973 letter to the Marshalls. I am sending you this copy because of certain indications that I have received from the Marshalls that they will not move voluntarily, because they do not think that the court's action in awarding their property to POC was in accordance with the law. They seem to be basing their decision on the following:

1. They did not have an attorney at the time of the action (Legal Aid had dropped them because their income was too high.)
2. They had not had notice.

One reason for writing this letter is to make a record of the assistance offered to the Marshalls in the event they are required to take enforcement action.

Very truly yours,

Benjamin C. Webb  
Chief, Relocation and  
Property Management

BC/ich  
Enclosure

June 7, 1973

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

Dear Mr. Patterson:

Re: Mr. and Mrs. Louis Marshall

For your information we have enclosed the attached copy of our June 7, 1973 letter to Mr. and Mrs. Marshall. We have also enclosed a copy of the building examiner's report.

If you have any questions, please let us know.

Very truly yours,

Benjamin C. Webb  
Chief, Relocation and  
Property Management

BCW:ch  
Enclosures

June 7, 1973

Mr. and Mrs. Louis Marshall  
247 N. Fargo Street  
Portland, Oregon 97227

Dear Mr. and Mrs. Marshall:

I refer to our telephone conversation of June 1, 1973 with Mrs. Marshall, at which time I expressed my concern that your case is suffering from considerable inaction. She asked that I send a letter setting forth my concerns. This letter is in response to that request.

As explained to you at our February 3, 1972 meeting at the C-Cap office at 107 N. E. Morris, and re-explained at several subsequent meetings and conversations, you are being displaced by an urban renewal project and, therefore, qualify for the relocation assistance and payments authorized under the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

In summary, the assistance the Commission can and will provide, if you so desire, and with your cooperation, is as follows:

1. In consultation with you, analyze and determine your need for relocation assistance.
2. Insure that you are fully informed of the availability of, and requirements for, relocation payments and assistance, and assist you in filing the necessary claims.
3. Provide, or see that there is provided, current and continuing information on the availability, prices, and locations of comparable residential and commercial properties.
4. Assist you and your business in becoming established in your new location.
5. Provide, or insure that there is provided, information concerning State and Federal Housing and Small Business Administration loans.
6. Provide other advisory services, such as counseling and referrals with regard to housing, financing, etc., in order to minimize hardships.

Mr. and Mrs. Louis Marshall

Page 2

June 7, 1973

7. Insure adequate inspection of the replacement housing.
8. Provide all assistance required, to the extent possible, to protect displaced persons from unlawful discrimination during the relocation process.

In summary, the relocation payments to which you may be entitled are as follows:

- A. Payment for moving and related expenses. You may elect to receive either:
  1. Payment for actual reasonable expenses; or
  2. A fixed moving expense allowance not to exceed \$300 and a dislocation allowance of \$300.
- B. Payment to assist in obtaining a replacement housing unit. This may be:
  1. A payment not to exceed \$15,000 and covering the following:
    - a. The difference, if any, between the acquisition payment made by the Commission and the cost of a comparable suitable replacement housing unit;
    2. An amount to expenses for reasonable closing costs incident to the purchase of a replacement housing unit.
- C. Business Expenses. You may be eligible for either:
  1. Payment for actual reasonable expenses, including:
    - a. Actual reasonable moving expenses,
    - b. Actual direct loss of tangible personal property, and
    - c. Actual reasonable expenses in searching for a replacement business; or
  2. A fixed payment equal to the business concern's average annual net earnings, but not less than \$2,500 nor more

Mr. and Mrs. Louis Marshall  
Page 3  
June 7, 1973

than \$10,000, if it is determined that the business cannot be relocated without a substantial loss of its existing patronage and it is not a part of a chain operation.

You have previously been supplied with a detailed information statement, outlining the assistance and payments to which you may be entitled.

Our first contact with you for the purpose of providing you with the above-mentioned payments and assistance was on January 10, 1972. The February 3, 1972 meeting at C-Cop followed this contact. At the February 3, 1972 meeting you presented an earnest money receipt on a property at 10555 N. E. Oregon. The purchase price of this property was \$36,750. We informed you at this meeting and several times since, that your present house had been appraised at \$8,500 and that the maximum Replacement Housing Payment that we could pay was \$15,000, for a total amount of \$23,500, maximum. We urged you to consider a less expensive house.

About the middle of July, 1972 you made an offer on another property, at 1006 N. E. 107th Place, for \$28,950. However, this offer was held up because of some unfortunate complications that were not settled until about the middle of April, 1973.

On April 26, 1973 a meeting was held at the C-Cop office, at which time we were informed that it had been agreed that you would purchase the property at 1006 N. E. 107th Place for \$27,950, or \$1,000 less than the original asking price. In the meantime, the Commission acquired your property through a default judgment on January 2, 1973 for \$8,500. You protested the amount received through the court at this meeting, as you had done on previous occasions, and asked that something be done about it. You also indicated that you wanted to, and subsequently did, file a claim for the business "in lieu" payment authorized under the provisions of Section 202 (a) of the Uniform Act, as outlined at paragraph C. 2., above. We have informed you that on the basis of the information we now have, you do not qualify for this payment but that you do qualify for the payment outlined at paragraph C. 1., above, and authorized under the provisions of Sec. 202 (a) of the Act.

On May 14, 1973, the property on N. E. 107th Place was inspected by the Zoning and Building examiner for Multnomah County, to determine whether or not the building met local code requirements. The building examiner's letter of May 16, 1973 cited certain code violations. We have discussed this letter with the County building examiner and the Relocation and Codes Specialist at the Department of Housing and Urban Development. We have been advised by the HUD Codes Specialist that since the building is in substantial compliance with the Multnomah County building code in force at the time of construction, we should follow the general practice of not requiring retroactive compliance except for items 2, 3, 5, 7, and 8 of the report, which appear to present a clear fire danger to the occupants.

Mr. and Mrs. Louis Marshall

Page 4

June 7, 1973

As the situation now stands, the following action is required to complete the purchase of your new home:

1. File a claim form for the Replacement Housing Payment. We will then pay this amount into an escrow account.
2. You must be prepared to pay into the escrow account, the difference between the amount of the Replacement Housing Payment and the amount required to close, which we estimate to be about \$14,000. (\$8,500 of this is in the Court.)
3. Agree to make the corrections mentioned in the Building Examiner's report, also mentioned above. The corrections must be completed before all relocation payments can be made to you.

With regard to your business relocation, we wish to note the following:

You may have a certain sub-area of your basement set aside as a carpenter's shop area. You have informed us of a concern that you have because you will not be able to have your shop in your basement at the new location because it is a type of neighborhood in which that sort of thing is not allowed. You will, therefore, have to pay shop rent which you are not now required to pay. We have, therefore, inquired whether or not the Commission will pay your shop rent. We wish to reiterate that we cannot pay your shop rent but that we can locate a replacement site, where you can continue to operate your shop from your basement, that will be up to local building codes. We have previously made this offer, but to date it has not been accepted.

Finally, with regard to your statement that you are not satisfied with the amount paid to you by the Commission for your property, we wish to mention that the matter was settled in Court. There is, therefore, nothing more that we can say or do about it. However, if you wish a further explanation of the case, please call the office of the Commission, or you in our conversation, to discuss the matter.

We have enclosed the required, filled-in claim form for your signature. We will be happy to meet with you to explain any questions that you might have.

May we expect to hear from you or receive the signed claim form in the near future?

Very truly yours,

Benjamin C. Webb  
Chief, Relocation and  
Property Management

BCW:ch

cc: Duane Patterson, HUD  
Donald Stark, Attorney at Law  
Charles Swales, Office of Equal Opportunity

MEMORANDUM

Date June 1, 1973

TO: The File  
FROM: BCW  
SUBJECT: Proposal to Correct the Substandard Conditions at 1026 N.E.  
107th Place

I telephoned Mrs. Marshall to inquire about:

- (a) The status of the business income statement requested in our letter of May 18, 1973.
- (b) Their reaction to our suggestion that they make the necessary repairs to meet the minimum HUD requirements.

Mrs. Marshall would not respond to questions regarding the income statement. She did say that they did not feel that it was their responsibility to bring the property up to code.

I explained that I was concerned about the inaction. I also mentioned that Mrs. Tallman had insisted that she wanted some action before June 15, 1973. Mrs. Marshall said that Mrs. Tallman was not calling the shots and that they could just wait.

I later received a call from Charles Howlett, Compliance Director, Office of Equal Opportunity, HUD, Seattle. I explained to him our problems. He said that he, too, had a concern. He asked for a progress report, including the counseling that we had given the Marshalls. I informed him that I was in the process of writing the Marshalls a letter and that I would send him a copy.

BCW:ch

MEMORANDUM

Date May 29, 1973  
2:10 P.M.

TO: Marshall File  
FROM: WSJ  
SUBJECT: Mrs. Tallman

Mrs. Tallman called and requested that something be done soon about the Marshalls buying their house. She indicated that the inspection had been made May 14, and as yet she had heard nothing from the Marshalls or PDC. She said that the Marshalls were getting a good price for the house and that they, the Tallmans, would not pay for any repairs. She asked if we had received a letter from her attorney, and I indicated that I did not believe that we had. Mrs. Tallman said that we should receive a letter soon stating that they would require a sale by June 15, since they are faced with making payments on 2 houses.

Called Mrs. Tallman back after consulting with BCW and explained that we hoped that everything could be worked out by the middle of June. I also mentioned that we would like to receive any correspondence from her attorney at the earliest possible date to allow us time to work out any details. Mrs. Tallman re-emphasized their demand that the sale be closed by June 15th.

WSJ:b

MEMORANDUM

Date May 25, 1973

TO: The File

FROM: BCW

SUBJECT: Relocation Housing Inspection - 1026 N. E. 107th Place

Telephoned Bob Williams who made the inspection. He said that the house was standard according to the codes at the time that it was built. He also said that the County would not "post" the house. The items cited are in violation of the new codes.

I also telephoned Duane Patterson at HUD. He recommended that the fire stops be installed, that the open space under the stairs be closed, and that the kitchen cabinet over the range be removed and a range hood or some other fire proof material at the required height be installed. He said that the other items could be passed, since they were legal at the time of construction and exceed HUD standards.

I telephoned Mrs. Marshall. She seemed to feel that this was an acceptable solution and that her husband could do the work.

BCW:ch

May 22, 1973

Mrs. Louis Marshall  
247 N. Fargo  
Portland, Oregon 97228

Dear Mrs. Marshall:

In accordance with your request, we have enclosed a copy of the Multnomah County Building Inspector's report for the property at 1026 N. E. 107th Place.

Very truly yours,

Benjamin C. Webb  
Chief, Allocation and  
Property Management

Encl.  
Enclosure

QUALITY  
MANIFOLD



RECEIVED MAY 21, 1973  
BCW

COUNTY COMMISSIONERS  
M. JAMES GLEASON, Chairman  
L. W. AYLSWORTH  
BEN PADROW  
DONALD E. CLARK  
MEL GORDON

## Multnomah County Oregon

PLANNING COMMISSION

(503) 248-3043 • 1107 S. W. 4th AVENUE • PORTLAND, OREGON 97204

May 18, 1973

Mr. Stan Jones  
Portland Development Commission  
235 N. Monroe Street  
Portland, Oregon

SUBJECT: Residence, 1026 N. E. 107th Place

Dear Mr. Jones:

This letter is to advise you that this residence at 1026 N. E. Place does not meet County Building Code requirements in the following aspects (see separate sheet).

A County Building permit will be required in order to make these corrections.

Very truly yours,

DIVISION OF LAND USE PLANNING

*Ira M. Dueltgen*

Ira. M. Dueltgen, Zoning & Building Examiner III  
IMD/jsb

*BOB WILLIAMS*

Encl. List of violations

- PASS* 1)  $\frac{1}{2}$  inch sheetrock garage side should be  $\frac{5}{8}$ " fire code Gypsum Board.
- 2) Basement handrail not returned to wall. —
- 3) Soffit for heat duct in basement not fire stopped.
- Storage ONLY* 4) Windows in basement rooms do not meet light and ventilation requirements for liveable space. Landing height 7'.
- 5) Basement stairs not protected where there is enclosed useable space.
- PASS* 6) No light or ventilation in basement room where fireplace is located. (probably recreation room)
- 7) No firestop at soffit in kitchen.
- 8) Kitchen cabinets only  $16\frac{1}{2}$ " above lower cabinet top at space for range ( $4'-4\frac{1}{2}$ " from floor to cabinets).
- O.K.* 9) Tile at tub/shower only 5'-3" high, no way to tell if W.R. Gypsum Board used.
- O.K.* 10) Mudsills don't appear to be pressure treated. No way to check for anchor bolts

*Inspected 9/29/73*

*J. H. W.*

*O.K.*

Tallman - 253-4862

June 15, 1973

1026 N. E. 107th Place

May 16, 1973 Revised

- 1)  $\frac{1}{2}$  inch sheetrock garage side should be  $\frac{5}{8}$ " fire code Gypsum Board.
- 2) Basement handrail not returned to wall.
- 3) Soffit for heat duct in basement not fire stopped.
- 4) All habitable rooms must have windows with an area of not less than  $\frac{1}{10}$  of the floor area of the room with a minimum of 12 square feet. All bathrooms, laundry rooms and similar rooms must be provided with natural ventilation by means of windows with an area of not less than  $\frac{1}{10}$  the floor area of such rooms with a minimum of 3 square feet. Not less than  $\frac{1}{2}$  of the required window must be openable to provide natural ventilation. Ceiling height in all habitable area must be minimum of 7'6". Ceiling height is only 7'.
- 5) Basement stairs not protected where there is enclosed useable space.
- 6) No light or ventilation in basement room where fireplace is located. (Probably recreation room)
- 7) No firestop at soffit in kitchen.
- 8) Vertical clearance above the range cooking top is only  $16\frac{1}{4}$ ". Domestic free-standing or built-in ranges shall have a vertical clearance above the cooking top of not less than 30 inches to unprotected combustible material. When the underside of such combustible material is protected with asbestos millboard at least  $\frac{1}{4}$  inch thick covered with sheet metal of not less than No. 28 A.S. gage, or a metal ventilating hood, the distance shall be not less than 24 inches .
- 9) Tile at tub/shower enclosures<sup>15</sup> only 5'3" above floor. Code requires a minimum of 6' above floor. There is no way to tell if water resistant gypsum board was used under the tile.
- 10) Mudsills don't appear to be pressure treated. No way to check for anchor bolts.

This is corrected copy of May 16, 1973 list of Code corrections on the above address.

MEMORANDUM

Date January 22, 1973

TO: The File  
FROM: Benjamin C. Webb  
SUBJECT: Louis Marshall

I telephoned Jim Barnes of Legal Aid on this date to see if he had any questions or problems relative to the default judgment of January 2, 1973.

Mr. Barnes indicated that he no longer considered that he represented the Marshalls. He said that they had refused to accept his advice and that, generally speaking, they had not communicated with him.

I had previously discussed this case with Mrs. Marshall, and she had told me that they had not received any correspondence from our attorney relative to this judgment and that she therefore considered the action to be illegal. However, since the Marshalls appear not to have legal counsel, I think that this is a moot question that we need not concern ourselves with at this time. It appears to me, however, that all future contact should be through the Marshalls and not through Jim Barnes, since he no longer represents them.

BCW:ch

January 16, 1973

Mr. Donald R. Stark  
Attorney at Law  
Boise Cascade Building  
1600 S. W. Fourth Avenue  
Portland, Oregon 97201

Dear Don:

Re: PDC vs. Marshall  
Emanuel A 3-13

I refer to your letter of January 11, 1973 relative to the above case.

In addition to the problems mentioned in your letter, this case is further complicated by the fact that this family, which is black, is now involved in a housing discrimination case. On July 20, 1972, the Marshalls made a full price offer on a property at 1026 N.E. 107th Place through Daughtrey Real Estate. The offer was refused by the owners on the grounds that they did not wish to sell to "colored people." Daughtrey Real Estate reported the case to us.

We first reported it to the State Civil Rights Division, which was unable to act because the Oregon Law - ORS 659.035 - only prohibits persons engaged in the business of selling real property, etc., from discriminating. It is not illegal for an owner to discriminate.

Mr. Mike Smithwick, who is handling the case, has turned the matter over to HUD to determine whether or not there has been a violation of Federal law. The case is now being investigated by HUD. We hope that HUD will reach a settlement in the near future. In the meantime, the Marshalls have not looked for another house because they believe that they will get the property at 1026 N. E. 107th Place.

I telephoned the Marshalls on January 15, 1973 and informed them of the judgment. As you suspected, they knew nothing about it and were quite upset.

To date I have been able to maintain a good rapport with the Marshalls, and since I am one of the few people they will talk to, I will keep

Mr. Donald R. Stark  
Page 2  
January 16, 1973

on top of the situation as well as I can, both with them and with  
Jim Barnes.

Very truly yours,

Benjamin C. Webb  
Chief, Relocation and  
Property Management

BCM:ch

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

January 11, 1972

SB 1973  
RECEIVED

JAN 15 1973

PORTLAND DEVELOPMENT COMMISSION

Mr. Ben Webb  
Portland Development  
1700 S. W. 4th  
Portland, Oregon 97201

Re: PDC v. Marshall  
Emanuel A 3-13

Dear Ben:

Enclosed is a certified copy of the judgment which has been entered vesting title in the Development Commission as of January 2, 1973, to the Marshall property, Parcel A 3-13.

I am also enclosing my letter to their attorney, Jim Barnes.

We have had a great deal of difficulty with the Marshalls in that they will not communicate with me or with Jim Barnes, and he has been unable to assist them in any way in relocating, or, for that matter, obtaining the money which we have not deposited into court.

I think we should probably make some contact efforts with the Marshalls at this time, advising them that the money is sitting there interest free, and that they are entitled to relocation benefits, and see if we can get them relocated. I anticipate that we are going to have trouble after sixty days obtaining rent from the Marshalls, and I also anticipate that we may eventually have a great deal of difficulty in removing them from the property. I have not personally advised them of the entry of the judgment, but have only done so through Jim Barnes.

My letters generally are refused by the Marshalls and I am unable to communicate with them. I just thought I should advise you of this problem as soon as possible so that we could make, or attempt to make, some contact with them, and, in any event, we should probably write to them through your office advising them of relocation benefits and our willingness to assist them in relocating.

Very truly yours,

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

  
Donald R. Stark

January 5, 1973

Mr. Holman J. Barnes, Jr.  
Supervising Attorney  
Legal Aid Service  
517 N. E. Killingsworth  
Portland, Oregon 97211

Re: PDC v. Marshall

Dear Jim:

Enclosed is a copy of the judgment against the Marshalls which has been entered on a prima facie showing that the value of the property was \$8,500. This sum has now been deposited in court and is available for the Marshalls to obtain at this time. They, of course, should do so since it is not bearing any interest.

According to the Uniform Relocation Act and the HUD Regulations, the Marshalls are entitled to 60 days of free rental on their premises after which rent will be charged at three quarters of one percent of the value of the property monthly. We are in no urgent need of possession of their premises, and they may stay there for some time subject only to the payment of rent. I have not communicated directly with the Marshalls since my correspondence with them has been returned. I think they are refusing to accept it.

Very truly yours,

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

Donald R. Stark

DRS:avh

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF MULTNOMAH

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CITY OF PORTLAND, a municipal corporation, acting by and through the Portland Development Commission as the duly designated Urban Renewal Agency of the City of Portland,  
Plaintiff,  
v.  
LOUIS E. MARSHALL and BEATRICE M. MARSHALL, husband and wife,  
Defendants.

No. 300-698 L

JUDGMENT

ENTERED IN JOURNAL

JAN 2 1973

This matter came on for hearing before the undersigned Judge of the above-entitled court, the plaintiff appearing by Donald R. Stark, its attorney, and the defendants not appearing, they being in default for want of an answer and their default having heretofore been entered of record, and the Court having heard testimony with regard to the market value of the real property described in plaintiff's complaint, does hereby find that the fair cash market value is the sum of \$8,500, and based upon said finding, it is

HEREBY ORDERED AND ADJUDGED that the real property described as:

The East 33-1/3 feet of Lot 9, Block 3, ALBINA ADDITION, in the City of Portland, County of Multnomah and State of Oregon,

is hereby appropriated, condemned and vested in the plaintiff upon payment into court of the sum of \$8,500 as fair cash market value of the described real property.

DONE at Portland, Oregon this 2nd day of January 1973.

William M. Dale  
Circuit Court Judge

September 18, 1972

Mr. George J. Roybal  
Assistant Regional Director for Equal Opportunity  
Department of Housing and Urban Development  
Arcade Plaza Building  
1321 Second Avenue  
Seattle, Washington 98101

Dear Mr. Roybal:

The enclosed housing discrimination complaint form is being forwarded to you for informational purposes only, as the complainant has filed a complaint with the Civil Rights Division, State of Oregon.

The problem we have here in Portland is that the Civil Rights Division has a 400-case, two-year backlog. This markedly reduces the benefits that our displacee might realize if he should have to wait that long for a determination. We have written the Division expressing our concern and hope that the case be handled as expeditiously as possible, but I doubt that we will get preferential treatment.

If your office can do anything that might speed this case to a close, we would be very appreciative.

Very truly yours,

Benjamin C. Vebb  
Chief, Relocation and  
Property Management

BCV/MB:ch  
Enclosure

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
**HOUSING DISCRIMINATION COMPLAINT**

**FOR HUD USE ONLY**

**INSTRUCTIONS:** Read this form and the instructions on reverse carefully before completing. All questions should be answered. However, if you do not know the answer or if a question is not applicable, leave the question unanswered and fill out as much of the form as you can. Your complaint should be signed and dated and, if possible, notarized. Where more than one individual or organization is filing the same complaint, each additional individual or organization should complete boxes 1 and 7 of a separate complaint form and attach it to the original form, but the other boxes need not be completed if the information is the same as in the original. Complaints may be (1) mailed to the Regional Office covering the State where the complaint arose (see list at end of form), or to an Area Office, or to Fair Housing, HUD, Washington, D.C. 20410, or (2) filed or presented in person at HUD in Washington, D.C. or at any HUD Regional or Area Office.

Number \_\_\_\_\_

Date \_\_\_\_\_

Filing Date \_\_\_\_\_

STATE OR LOCAL \_\_\_\_\_

FEDERAL COVERAGE \_\_\_\_\_

PRIOR ACTION \_\_\_\_\_

PRELIMINARY DETERMINATION \_\_\_\_\_

PLEASE TYPE OR PRINT

1. Name of aggrieved person or organization (Last Name - First Name - Middle Initial) (Mr. Mrs. Miss)  
**Marshall, Louie E. & Beatrice M. Mr. & Mrs**

Telephone Number  
**282-3530**

Street Address, City, County, State and ZIP Code  
**247 N. Fargo Portland, Multnomah, Oregon 97227**

2. Whom is this complaint against?

Name (Last Name - First Name - Middle Initial)

Street Address, City, County, State and ZIP Code

Telephone Number

**Tallman, David W. Jr.**

**1026 N. E. 107th Pl. Portland, Multnomah, Oregon 97220**

**253-4862**

Is the party named above a: (Check applicable box or boxes)

Builder  Owner  Broker  Salesman  Supt. or Manager  Bank or Other Lender  Other

If you have named an individual above and you know that he was acting for a company in this case, check this box  and write the name and address (Street, City, County, State and ZIP Code) of the company, in this space.

Name and Identify Others (if any) you believe violated the law in this case

3. What did the person you are complaining against do? (Check applicable box or boxes)

- Refuse to rent, sell, or deal with you
- Discriminate in the conditions or terms of sale, rental, occupancy, or in services or facilities
- Advertise in a discriminatory way
- Falsely deny housing was available
- Engage in blockbusting
- Discriminate in financing
- Discriminate in broker's services
- Other (Explain in box 6 below)

4. Do you believe there was discrimination because of? (Check applicable box and write your race, color, religion, or national origin on the line below the box checked)

Race or Color

Negro

Religion

National Origin

5. What kind of house or property was involved?

- Single family house
- A house or building for 2, 3, or 4 families
- A building for 5 families or more
- Other, including vacant land held for residential use (Explain in box 6 below)

Did the owner live there?

Yes  No  Unknown

Is the house or property (Check applicable box)

Being sold  Being rented

What is the address of the house or property?

Street 1026 N. E. 107th Pl.

City Portland

County Multnomah State Oregon

When did act or acts occur? (Be sure to include most recent date, if several dates are involved)

July 24, 1972

6. Summarize in your own words what happened. Use this space for a brief and concise statement of the facts. Additional details of what happened may be provided on an attachment. We were shown the Tallman house by a Real Estate agent. Made one offer below asking and were refused. Then made full offer but owners took house off market, telling their Real Estate agent that they did not want to.  
*NOTE: HUD will furnish copy of complaint to the person or organization against whom complaint is made.*

7. I swear or affirm that I have read this complaint (including any attachments) and that it is true to the best of my knowledge, information, and belief.

9-14-72  
(Date)

L. E. Marshall  
(Sign your name)

8. Subscribed and sworn to before me this 14<sup>th</sup> day of September day of 1972

Donna J. Korman  
Name 3-12-72

(Title)

IF IT IS DIFFICULT FOR YOU TO GET A NOTARY PUBLIC TO SIGN THIS, SIGN YOUR OWN NAME AND MAIL IT WITHOUT NOTARIZATION. HUD WILL HELP YOU GET YOUR COMPLAINT SWORN TO.

sell to Negroes due to neighborhood pressure.

September 8, 1972

Ms. Gayle Gemell, Administrator  
Civil Rights Division  
State of Oregon  
1504 S. W. Fifth Avenue  
Portland, Oregon 97204

Dear Ms. Gemell:

Recently, one of our displacees, Louis E. Marshall, filed a discrimination complaint with your office regarding a house he attempted to purchase for a replacement dwelling.

We are very anxious to see this case through, as the house in question most fits our displacees needs as a replacement dwelling, and hopefully an out-of-court settlement could be made in which our displacee could still purchase the house.

Any assistance you could give which would help expedite this case will certainly be appreciated.

Yours very truly,

John B. Howard

JBX:MSB:vm

September 7, 1972

Mrs. Dean Bruce  
Paul Daughtrey Realty  
4413 N.E. Fremont  
Portland, Oregon 97213

Dear Mrs. Bruce:

As you requested, I am enclosing a copy of the notes taken from you by phone on August 7, 1972, in connection with the Marshall case.

Very truly yours,

Benjamin C. Webb  
Chief, Relocation and  
Property Management

ch  
Enclosure

*Real Estate Sale*  
Notes taken by phone, from Mrs. Dean Bruce, August 7, 1972:

I showed the house to the Marshalls, the first time, on Wednesday, July 19th, and wrote up an offer of \$27,000. The house was on the market for \$28,950. The sellers, Mr. and Mrs. Tallman, were both at home. They were going to go on vacation the next morning and be gone until Saturday evening, July 22nd. I took the earnest money agreement over to Mr. and Mrs. Tallman on the 19th in the evening. They refused the offer of \$27,000 and said they were going to hold out for their full price.

I couldn't get in touch with the Marshalls that evening. I went back on the 20th and told them I had heard that the Tallmans had called the Tri-State Realty broker and expressed concern over the fact that the Marshalls were colored. I told the Marshalls that the Tallmans wanted the full price. On Thursday, the 20th, Mrs. Marshall wanted to see the house again before she made a full price offer, so I took Mr. and Mrs. Marshall and a couple of their friends and went through it. We wrote up a full price offer on the 20th, which ~~MX~~ the Marshalls signed. The Tallmans weren't due back until Saturday night, the 22nd, so we couldn't present the offer before then.

I left the earnest money offer with Mr. Daughtrey, my broker, and he was to make an appointment through the Tri-State Realty to present the offer on Sunday morning. Sunday morning, the Tri-State broker called and said that the Tallmans had withdrawn the house from the market and they would not consider any offer. The Tri-State broker, Mr. Nelson, said that the Tallmans had called him on their return and called him over and told him that they were cancelling the building plans for a house that they were building and they were going to withdraw the house from the market. (This is hearsay - it's what he told us - he said that they were not going to sell to the Marshalls because they were colored - that they had lived in the neighborhood for 16 years - that they

weren't prejudiced themselves, but the neighbors had expressed concern, etc.). Mr. Nelson was very upset with them, and he told them at that time that they would have to pay a commission because we had the offer before they withdrew the house from the market. The Tallmans said they were going to turn this over to their lawyer.

Tri-State Realty did write them a letter, saying they would give them ten days to pay the commission. As of this date we haven't heard anything about a commission, so I am assuming that Tri-State went ahead and turned it over to their attorney.

On Sunday, the 23rd, after he couldn't present the earnest money offer, Mr. Daughtrey wrote a letter to the Tallmans informing them of the offer and that it was a full price offer, and he sent a copy to the Marshalls and to Tri-State Realty.

When Mr. Nelson from Tri-State Realty talked to the sellers, they said that ~~xxx~~ a doctor and a lawyer in the neighborhood had advised them to go ahead and sell but they had decided not to.

On Monday morning, the 24th, the Marshalls came into our office - we called them and told them the circumstances. I think both of them, but Mrs. Marshall, at least - went down and reported ~~xx~~ to the Labor Commission the circumstances - and they are the ones who called to inform us that an investigation was going on.

July 31, 1972

Certain power structures say we have to move, so we were looking for a house. We are located in the Emanuel Hospital Project area, and we have been looking for a house for about 12 months. On July 19, 1972 we were taken by Mrs. Dean Bruce, real estate woman with Paul Daughtery Realty, to 1026 N. E. 107th Place. She showed us this house. The asking price was \$28,950. After looking through the house, we liked it and decided to make an offer because it had everything that we were looking for in a location and home. Our first offer was for \$27,000. Mrs. Bruce called Tri-State Realty, which was the company who listed the property, and told them of our offer. They contacted the owners, and they said that that offer would not be accepted, because they had had several people looking at the house and they knew they could get the full price for it. Mrs. Bruce called and told us what they said, and we decided to take another look at the house, which we did on the 20th of July. We decided to offer the complete amount of \$28,950.

Mr. Daughtery made an appointment with Tri-State to present this offer on Sunday morning, because the owners were out of town over the weekend. Instead of keeping the appointment for Sunday morning, Don Nelson of Tri-State called Mr. Daughtery early Sunday morning and said the owners had decided to take the property off the market.

Mr. Daughtery did not call us Sunday. We got a letter from him Monday morning, stating that fact, that the property was taken off of the market.

Sunday afternoon my husband and Mr. Johnson were driving out

in the neighborhood (this was after the call had been made and the appointment had been cancelled, but before we were notified that the property had been taken off the market), and they drove by the house. The owner, Mrs. Tallman, was outside and she spoke to them and asked if they would like to see the house again. He told her no, because he was

*COPY OF A LETTER TO TALLMAN FROM DAUGHTERY*

*THEY HAD BEEN INFORMED BY DON NELSON*

*THAT THE PROPERTY HAD BEEN TAKEN OFF THE MARKET.*

just passing through.

We met Mr. and Mrs. Tallman on our first trip to see the house, and they seemed like very nice people, and they were very pleasant when we talked with them. We were told they wanted to sell because they were building another place.

Mrs. Warren had looked at the same house, and we both felt that the house was reasonably priced and that it was what we were looking for in a house. The realtor felt it would sell quickly. Mr. Warren had not had a chance to go out and see the house, and because Mrs. Warren felt that it might get sold, she gave over to us and asked us to go out and look at it, and so we did and made the offer.

I feel that we were discriminated against because of color, because they told the realtor that they had been in the neighborhood for more than 16 years, and they preferred not to sell to colored people. This was told to me by one of the realtors.

Mr. Daughtery said he would ask them for his full commission for selling the house, and if they refused to pay it, he would sue them for it.

Beatrice Marshall

March 3, 1972

Mr. and Mrs. Louis Marshall  
247 N. Fargo  
Portland, Oregon 97227

Dear Mr. and Mrs. Marshall:

We refer to the February 3, 1972 meeting at C-CAP, at which time we discussed with you and your representatives the relocation benefits which you would be entitled to as a result of your displacement from your present dwelling by the Emanuel Hospital Project.

At that time we were unable to offer you a relocation payment equal to the difference between the amount offered to you for your present dwelling and the asking price for the house that you want to buy. We are, therefore, asking for a third appraisal on your present dwelling.

You will be notified as soon as we have the report.

Very truly yours,

Benjamin C. Webb  
Chief of Relocation and  
Property Management

BCV:ch



REALTORS OF PORTLAND  
OFFICIAL EARNEST MONEY AGREEMENT

Portland, Oregon, 3 February, 19 72

Received of Louis Edison Marshall, Jr. and Beatrice Marshall, husband and wife hereinafter called "purchaser," in the form of (check, cash, note) \$ 1,000.00 as earnest money and part payment for the purchase of the following described real estate situated in the City of Portland, County of Multnomah and State of Oregon, to-wit: South 1/2 of Lot 6, Block 3, Tulip Acres, otherwise known as 10555 N.E. Oregon

together with the following described personal property: Drapes, wall to wall carpet, refrigerator

which we have this day sold to the said purchaser, subject to the approval of the seller, for the sum of Thirty-Six Thousand, Seven Hundred Fifty and no/100 Dollars (\$ 36,750.00 ) on the following terms, to wit: The sum, hereinabove received for, of One Thousand Dollars (\$ 1,000.00 ) on 19 72 as additional earnest money, the sum of Dollars (\$ ) on Owner's acceptance Upon acceptance of title and delivery of deed or contract, the sum of Dollars (\$ ) The balance of Thirty-Five Thousand, Seven Hundred Fifty and no/100 Dollars (\$ 35,750.00 )

payable as follows: Contingent upon the commitment of Portland Development Commission providing relocation benefits under the unified relocation of Real Property Acquisition Policies Act of 1970 in an amount sufficient when added to the funds the Marshalls will receive from the sale of their ~~then~~ existing property at 247 N. Fargo, Portland, Oregon, to enable the Marshalls to purchase this property without additional financing. Contingency to be met within 30 days, from date of acceptance of this offer.

The seller shall furnish to the purchaser in due course a title insurance policy in the amount of the purchase price of the real estate from a title insurance company showing good and marketable title. Prior to closing the transaction, the seller, upon request, will furnish to the purchaser a preliminary report made by a title insurance company showing the condition of the title to said property. It is agreed that if the seller does not approve the above sale within the period allowed Realtor below in which to secure seller's acceptance, or if the title to the said premises is not marketable, or cannot be made so within thirty days after notice containing a written statement of defects is delivered to seller, or if the seller, having approved said sale fails to consummate the same, the earnest money herein receipted for shall be refunded, but the acceptance by the purchaser of the refund does not constitute a waiver of other remedies available to him.

But if the above sale is approved by the seller and the title to the said premises is marketable, and the purchaser neglects or refuses to comply with any of the conditions of this sale within ten days from the furnishing of a preliminary title report and to make payments promptly, as hereinabove set forth, the earnest money herein receipted for shall be forfeited to the undersigned Realtor to the extent of his agreed upon commission, and the residue, if any, shall be retained by the seller as liquidated damages and this contract thereupon shall be of no further binding effect. The property is to be conveyed free and clear of all liens and encumbrances to date except zoning ordinances, building and use restrictions, reservations in Federal patents, and none

All light fixtures and bulbs, fluorescent lamps, Venetian blinds, window and door screens, storm windows and doors, linoleum, attached television antennas, curtain, towel and drapery rods, shrubs and trees, and irrigation, plumbing and heating equipment, except fireplace equipment that is not attached in any manner to the structure, and all fixtures except no exceptions

are to be left upon the premises as part of the property purchased. Seller and purchaser agree to prorate the taxes for the current tax year, rents, interest, and other matters as of the date of delivery of possession, unless otherwise stated. Premiums for existing insurance may be prorated or a new policy issued at purchaser's option. Purchaser agrees to pay the seller for fuel, if any, in storage tank at date of possession. Encumbrances to be discharged by Seller may be paid at his option out of purchase money at date of closing. The purchaser shall reimburse the seller for sums held in the reserve account on any indebtedness assumed in this transaction.

SELLER AND PURCHASER AGREE THAT SUBJECT SALE will be closed in escrow, the cost of which shall be shared equally between seller and purchaser. Possession of the above described premises is to be delivered to the purchaser 30 days from the delivery of deed or contract above mentioned, or as soon thereafter as existing laws and regulations will permit removal of tenants, if any. Time is of the essence of this contract.

Realtor's Address: 4413 N.E. Fremont Realtor's Phone: 288-6436 Paul Daughtrey, Realtor co-op Rod Girtman By: *Francis G. Burr*

AGREEMENT TO PURCHASE Date February 7, 19 72

I hereby agree to purchase the above described property in its present condition at the price and on the terms and conditions set forth above, and grant said Realtor a period of 2 days hereafter to secure seller's acceptance hereof, during which period my offer shall not be subject to revocation. Deed or contract is to be prepared in the name of Louis Edison Marshall, Jr. and Beatrice Marshall, husband and wife

I acknowledge receipt of a copy of the foregoing offer to buy and earnest money receipt bearing my signature and that of the Realtor. Address 247 N. Fargo, Portland, Oregon PURCHASER: *L. E. Marshall Jr.* Phone 282-3530 PURCHASER: *Beatrice Marshall*

AGREEMENT TO SELL Date February 9, 19 72

I hereby approve and accept the sale of the above described property and the price and conditions as set forth in above agreement and agree to furnish a title insurance policy continued to date as aforesaid showing good and marketable title, also the said deed or contract, and agree to pay the above named Realtor for services a commission of \$ Two Thousand, Five Hundred Seventy-Two and 50/100 (\$2,572.50)

I authorize said Realtor to order title insurance and, if sale not completed, to pay any cost thereof and to pay out of the cash proceeds of sale the expenses of furnishing title insurance, recording fees and revenue stamps, if any, as well as any encumbrances on said premises payable by me at or before closing. I instruct Realtor to place in his Clients Trust Account the above described earnest money deposit until needed in the closing of the transaction. I acknowledge receipt of a copy of this contract bearing my signature and that of the purchaser named above, and of Realtor.

Address 10555 N.E. Oregon SELLER: *Lowell E. Rugg* Phone 254-4478 SELLER: *Janet S. Rugg*

REALTOR'S COPY

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE

Mrs & Mr Marshall  
5 Room house  
2 Bdr  
Liv  
Din  
Kit

Moving 420  
RHP + Acq. pmnt. 20,720

Mr. & Mrs Marshall live  
and occupy 6 of the  
9 Rooms in the building  
or  $\frac{2}{3}$  of the usable space  
- or 1 unit of Du-plex (6 rooms)

$\frac{2}{3}$  of \$8500. the appraisal  
price = \$5,666.

on the schedule

17,887 would be Max

for 3 Bdr 50

17,887 - 5666. =

12,221 Relo. Housing Pymt.

12,221 RHP

8,500 Acquisition pmnt.

20,721 Total Amt  
payable to  
Marshalls

Jerry W. Marshall  
1 Bdr.  
3 room Basement  
apt. - does own  
cooking - Pay  
\$20.00 per Month  
Rent.

Moving 390.  
Rent asst. 3732.

Joyce Marshall  
2 Bdr Room  
1 ~~room~~ upstairs  
She pays \$20. per  
Mo. Room & Board  
Unfurnished - has  
own furniture -  
Benefits

Moving - 260.  
Rent Asst. 3732.

Total 152,205.

8500  
Mar. 14<sup>th</sup>

OWNERSHIP DATA REPORT

Order No. \_\_\_\_\_  
Dated 365001 A-3-13  
February 1, 1969

(1) Last deed of record runs to Louie E. Marshall and Beatrice  
Marchall  
From B. M. Joslin and Xanthe Joslin

Whose address is 247 N. Fargo St. Portland, Oregon

(2) Legal description The East 331/3 feet of Lot 9, Block 3, ALBINA

ADDITION.

(3) Deed dated December 16, 1955 recorded December 22, 1955  
Book 1761 page 366 Consideration IRS

(4) Assessed valuation of land \$1,450 Improvements \$3.30  
\$3,700

(5) Taxes \$152.34; unpaid. Acct. No. 00990-0500

Mortgages, contracts and other encumbrances:

1. TAXES:  
1966- \$113.01; unpaid.  
1967- \$110.60; unpaid.  
1968- \$108.98; unpaid.

332.59

This is not a title report and we assume no responsibility for errors or omissions herein.

PIONEER NATIONAL TITLE INSURANCE COMPANY

By: *[Signature]*

LEGAL DESCRIPTION East 33-1/3 feet of Lot 9, Block 3, ALBINA ADDITION

OWNER MARSHALL, Louis E. and Beatrice LOT AREA 1666.5 SQ.FT.

PROPERTY DESCRIPTION:

Site is a small, level, inside 33-1/3'x50' lot approximately 2 feet above street grade. Onsite improvements consist of lawn, shrubs, flat concrete work and front retaining wall. The small yard area is well maintained. All public utilities are connected.

Improvements consist of a 1-story and attic dwelling built in 1910 with 768 sq. ft. of main floor area. There is a living room, dining room, new modern type bath, large kitchen with metal and fir cabinets and small entry hall on the main floor. No central hall. The attic area consists of 3 bedrooms and old style full bath. One of the bedrooms is panelled. There is a full concrete basement with make-shift party room. There is a gas waterheater and laundry trays. The home is heated with rental gas furnace. The interior is of lath and plaster, fir and linoleum floors. Exterior is of asbestos shakes, composition roof and GI gutters. The dwelling is in good average condition.

ZONING: A-2.5



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 DDG Date of survey 2/13/71 Tabulator \_\_\_\_\_ Date tabulated \_\_\_\_\_  
 Dwelling Unit No. 19 Structure No. 16 Census Block No. 23 Census Tract No. 22A  
 Street Address 247 N. Fargo Apartment No. \_\_\_\_\_

A. Status Of Relocation Assistance Needs At This Dwelling Unit:

1. Assistance may be needed, yes X, no \_\_\_\_\_
2. Why no assistance may be needed
  - a. \_\_\_\_\_ Vacant
  - b. \_\_\_\_\_ Will be vacated on the following date \_\_\_\_\_
  - c. \_\_\_\_\_ Other reasons \_\_\_\_\_

wants to buy house with no payments - talked with Mrs. Marshall, a little

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

Name	Family relation	Age	Sex	Occupation
1. Louis Marshall	Head of household	est. 50	M	without husband
2. Beatrice	wife		F	
✓ 3. Student	about 18		M	
✓ 4. Student Joyce	about 21		F	
✓ 5. child	-		M	
✓ 6. child	-		F	
7.				
8.				
9.				

leery of giving info

C. Family Income And Extent Of Travel To Locations Of Employment:

1. Jobholders in this household, employers and location of jobs: Distance

Names of jobholders	Names of employers	Street address where jobs are located	to work
	self-employed-carpenter		

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
Income varies - did not want to reveal	\$ _____	\$ _____
Total family or household income per month <sup>estimated</sup>	\$ 500+	\$ _____

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

1. Location (indicate approximate cross streets) did not know
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 \$ comparable, 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 3, kitchen ✓, dining room ✓, living room ✓, number of bathrooms 2, total sq. ft. in dwelling unit \_\_\_\_\_
7. Other characteristics W O (B) I M

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

Date \_\_\_\_\_

Analyst \_\_\_\_\_ Surveyed \_\_\_\_\_ Tabulator \_\_\_\_\_ Date \_\_\_\_\_

Dwelling Unit No. 17 Structure No. 16 Census Block No. 23 Census Tract No. 22A

Street Address 247 N. Fargo Apartment No. \_\_\_\_\_

Legal Description \_\_\_\_\_

NAME OF OCCUPANT: (same) NAME & ADDRESS OF OWNER: Marshall, Louis E & Beatrice M. NAME & ADDRESS OF PROP. MGR: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ TELEPHONE: 282-3530 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	_____
___ Apt. in a house	_____
___ Apt. in apt. bldg. or plex	_____
___ Apt. in comm. bldg.	_____
___ Mobile home or trailer	_____

This structure has 1 1/2 stories (do not count basement)

**II. OCCUPANCY STATUS OF DWELLING UNIT**

Owner occupied

\_\_\_ Renter occupied

\_\_\_ Vacant

**III. SIZE OF DWELLING UNIT**

768 Sq. ft. in first floor (county figure)

1118 Sq. ft. in dwelling unit (if more than 1 floor)

6 Total no. of rooms (include kitchen, dining, living and bedrooms, exclude bathrooms)

2 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

1910 Date structure was originally built

B. Market value data for one-family dwelling

	Market value	Computed value per sq. ft.
Land	\$ <u>1500</u>	\$ _____
Improvements	<u>3840</u>	_____
Total	<u>5340</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 1-00990-0500 MARSHALL, LOUIS E & BEATRICE M

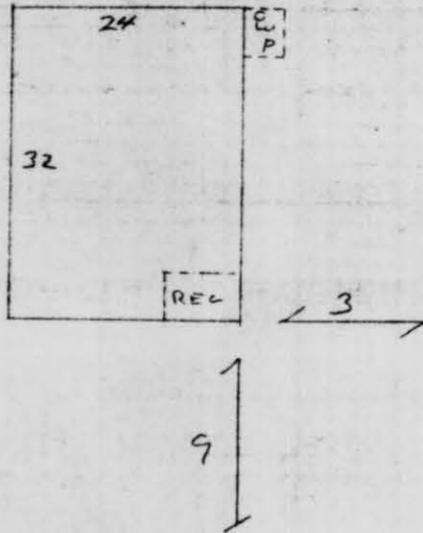
MAP: 2730  
 ZONE: A25  
 RATIO: 1401  
 LVY C: 001

247 N FARGO ST  
 PORTLAND OREGON 97227

ALBINA ADD LOT BLOCK  
 E 33 1/3' OF 9 3

PROPERTY ADDRESS: 247 N FARGO ST  
 PORTLAND

APPEALS:



1 1/2 20'



247 N Fargo AVE OR ST  
 FRONT OF BUILDING

SUMMARY - ASSESSED VALUATION - REAL PROPERTY

ASSESS YEAR	MIN RIGHTS	TIMBER	LAND	IMPS	TOTAL	SIGN. DATE
1968			1450	3700	5150	UD
1971			1,800	3,840	5,340	UD

FUNCTION: G A / Very Small Lot  
 REASON: G A / Not best land use  
 CONDITION: G A / Poor as could

REMARKS:

INSPECTION: 2/9/68  
 DATE 2 16 68 SIGN *Kan Peterson* DEPUTY

DATE	CHECKED	REVIEWED	BLDG COUNT	INDEX	RE-CHECKED	NOTIFIED
FEB 23 '68		3-28-68				
BY	ANDREWS	<i>Gisher</i>				

FORM 67 REV 7-66

