

DOCKET NO. 174

Number	Term	Year
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<u>127</u>	<u>September</u>	<u>1961</u>
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Brookline Savings & Trust Company

Versus

Victor Baruffalo

Louise Baruffalo

No. 127 Sept Term, 1961 D. S. B.

I hereby certify that the precise residence of the creditor is:

No. 820 Brookline Blvd.
St.

Pittsburgh,
Wd. City Boro or Twp.

Pennsylvania
County State

And the name of the defendant is:

Victor Baruffalo

Louise Baruffalo

Last known residence of Defendant

No. 712 W. Washington Avenue
St.

3/R/ 495

Wd.	City	Boro or Twp.
FILED		
Clearfield, Pennsylvania		
County	State	

WM. T. HAGERTY

And direct the Prothonotary to enter the same as such.
BROOKLINE SAVINGS AND TRUST COMPANY

J. Miller
Plaintiff, Attorney or Agent
ASST. SECRETARY
4/50 J.P. P. 100

AFFIDAVIT OF DEFAULT

STATE OF PENNSYLVANIA } ss.
COUNTY OF ALLEGHENY }

G. M. Cote

deposes and says that he is the..... Vice President of Brookline Savings and Trust Company, and duly authorized to make this affidavit; that..... Victor and Louise Baruffalo the makers of the attached judgment note in the sum of \$....3,685.29.... to the order of Rich & Kory Const. Co. and negotiated by the latter to Brookline Savings and Trust Company, have defaulted in the payment of the 7-15-61 instalment of \$....61.41..... provided for in said note.

WHEREFORE, by the terms and provisions of said note, the entire unpaid balance of said note, to wit, the sum of \$....3,562.41..... is now due and payable, and Brookline Savings and Trust Company is entitled to judgment in said sum of \$....3,562.41..... with an attorney's commission of 15%.

Sworn to and subscribed before me this

20th day of September 19 61

Charles M. Cote

Notary Public
CHARLES M. STETZER, Notary Public
Allegheny Co., Pa.
My Commission Exp. Feb 6, 1963

BROOKLINE SAVINGS AND TRUST COMPANY

G. M. Cote
VICE PRES.

FH-OH-11-56

Number.....

Amount \$ 3685.39



John Bois

Pa.

(City)

(State)

3/22, 1961

(Date)

For value received, I/We promise to pay to the order of Brock and Tony Construction Co. Three thousand six hundred eighty-five and 29/100 Dollars in 60 monthly installments of \$ 61.44 each with a final installment of \$ 60.33 beginning on the 15th day of May, 1961, and continuing on the same day of each and every month thereafter until the full amount hereof is paid.

Non-payment of any installment when due is subject to a late charge not to exceed 5c per dollar of each installment payment more than fifteen days in arrears, but not to exceed \$5.00 in respect of any one such late payment or such lesser maximum amount as may be allowed by law.

In the event any installment shall not be paid when due, the holder hereof may at his election declare the full amount of this note then remaining unpaid together with late charges due as aforesaid on any installments then in arrears immediately due and payable and may proceed to collect the same at once. If this note be not paid at maturity or at its accelerated maturity as agreed herein, the undersigned and each and any of them do hereby jointly and severally empower any attorney of any Court of Record within the Commonwealth of Pennsylvania or any other State or Territory of the United States to appear for the undersigned and, where required by law, to waive the issuing and service of summons against the undersigned or any of them, and with or without declaration filed, confess judgment against the undersigned or any of them in any Court in the Commonwealth of Pennsylvania or any other State or Territory of the United States if permitted by the law of that State or Territory and in favor of said payee or any holder of this note for the sum due and payable thereon with costs of suit, and attorney's commission of 15 per cent for collection where permitted by law; with release of all errors and without stay of execution, and inquisition and extension upon any levy is hereby waived and condemnation agreed to, and the exemption of all property from levy and sale on any execution hereon is also hereby expressly waived and no benefit of exemption is to be claimed under and by virtue of any exemption law now in force or which may be hereafter passed by any State or Nation. The makers of this note, when more than one, shall be jointly and severally liable hereon.

All parties hereto, whether makers, endorsers, sureties, guarantors or otherwise, hereby waive protest and agree that the holder hereof may grant any extension or extensions of the time or times of payment of the within note, without discharging them or any of them from liability hereon.

THE BROOKLINE SAVINGS AND TRUST COMPANY is hereby authorized to pay the proceeds of this note when and if purchased to the order of

Brock and Tony Construction Co.

Payable at BROOKLINE SAVINGS AND TRUST COMPANY, 820 Brookline Boulevard, Pittsburgh, Pa.

WITNESS:

Victor Baruffalo (SEAL)
Lance Baruffalo (SEAL)

WITNESS:

WITNESS:

(SEAL)

For value received we, and each of
us, assign this note and all money
secured thereby to Brookline Savings
& Trust Company, its successors and
assigns.

WITHOUT RE COURSE

Rich & Koenig Const. Co.
(Name)
Per *Michael Rich-Owner*
(Title)
1807 State St., Englewood
(Address)

(Name)

Per _____
(Title)

(Address)

(Name)

Per _____
(Title)

(Address)

Michael Rich-Owner

IN THE COURT OF
Common Pleas of Allegheny County, Pennsylvania
CLEARFIELD

<p><u>BROOKLINE SAVINGS AND TRUST COMPANY</u></p> <p>vs.</p> <p>✓ Victor Baruffalo</p> <p>✓ Louise Baruffalo</p>	<p>No. DSB 127 September Term, 19 61</p> <p>Debt \$,685.29</p> <p>Payable Installments</p> <p>Interest from Maturity</p> <p>Cost paid by</p> <p>Entered September 22, 1961</p> <p>Carl E. Walker</p>
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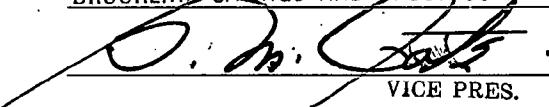
PROTHONOTARY.

Having received from Victor and Louise Baruffalo the full amount of the debt, interest and costs of the above judgment We do hereby authorize, empower and direct the Prothonotary of Allegheny County to enter satisfaction of the same on the records Clearfield

Witness Our hand and seal this 13th day of June A. D. 19 62

Attest 
E. J. Mullin
ASST. SECRETARY

BROOKLINE SAVINGS AND TRUST COMPANY

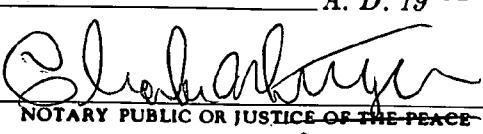

O. D. Cote
VICE PRES.

State of Pennsylvania }
County of Allegheny. }
ss:

Notary Public
Before me a _____ duly commissioned and sworn,
personally came the above name G. M. Cote being
the identical person named as Plaintiff in the above stated case, who in due form of law acknowledged the above Power of Attorney to be his act and deed, and to the end that the same might be recorded as such.

Witness my hand and seal this 13th day of June A. D. 19 62

CHARLES W. STETZER, Notary Public
Pittsburgh, Allegheny Co., Pa.
My Commission Expires
February 6, 1963


NOTARY PUBLIC OR JUSTICE OF THE PEACE
2-6-63

No. DSB 127 September Term, 19 61

BROOKLINE SAVINGS AND TRUST COMPANY

vs.

Victor Baruffalo

Louise Baruffalo

**POWER OF ATTORNEY AUTHORIZING
SATISFACTION OF JUDGMENT**

