

DOCKET NO. 173

Number	Term	Year
142	February	1961

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Brookline Savings & Trust Company

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**Versus**

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Robert Park

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Kathryn Park

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DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
FEDERAL HOUSING ADMINISTRATION  
WASHINGTON, D.C. 20411

October 19, 1967

IN REPLY PLEASE REFER TO:  
LSRA: 7  
NO:

CERTIFIED MAIL

Prothonotary  
Court of Common Pleas  
Clearfield County  
Clearfield, Pennsylvania 16830

Re: Claim No. 6-243001  
PARK, Robert E. & Kathryn E.  
R.D. #1  
Penfield, Pa.

Dear Sir:

Enclosed are the following documents which have been assigned to the United States of America. We respectfully request that recordation be made accordingly on the appropriate court records to show the assignment.

FILE TWO ASSIGNMENTS OF JUDGMENT

☐ We are enclosing cash fee for this service in the amount indicated below. If your fee exceeds the sum enclosed, please retain the enclosures and additional sum will be forwarded promptly. If fee is less than that enclosed, refund to FHA.

☒ We are enclosing voucher forms for your completion. After the recording has been completed, complete all copies and return the original and two copies to FHA.

Please acknowledge the recordation of the instruments by filling in the filing information in the spaces provided on this letter and return to FHA in the enclosed pre-addressed envelope which requires no postage.

Date	Court	Book	Page	Remarks	
Oct. 21 1967	Common Pleas	173	326	Release of Lien, filed	142/2/'61
Oct. 21	Common Pleas	185	339	Release of Lien, filed	9/2/'66

Your cooperation in promptly complying with the foregoing will be appreciated.

Very truly yours,

*Ferdinand Fest*

Ferdinand Fest  
Administrative Officer

Enclosures  
CASH \$  
TIL-11 (Rev. 10/65)

Prothonotary Form 182

No. 142 JH Term, 1961 D. S. B.

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

No. 820 St. Brookline Blvd.

Pittsburgh,

Wd. City Boro or Twp.

Pennsylvania

County State

And the name of the defendant is:

Robert Park

Kathryn Park

Last known residence of Defendant

No. St. RD #1

Penfield,

Wd. City Boro or Twp.

Clearfield, Pennsylvania

County State

**FILED**  
**FEB 24 1961**

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

Plaintiff, Attorney or Agent

VICE PRES.

~~ASST. CLERK~~

AFIDAVIT OF DEFAULT

STATE OF PENNSYLVANIA }  
COUNTY OF ALLEGHENY } SS.:

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 Robert and Kathryn Park being duly sworn according to law, the makers of the attached judgment note in the sum of \$ 2,244.53 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 1-15-61 installment of \$ 37.12 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 \$ 2,023.71 is now due and payable, and Brookline Savings and Trust Company is entitled to judgment in said sum of \$ 2,023.71 with an attorney's commission of 15 %.

BROOKLINE SAVINGS AND TRUST COMPANY

Sworn to and subscribed before me this

22nd day of February, 19 61

William R. Cordero  
Notary Public

WILLIAM R. CORDERO, Notary Public  
Pittsburgh, Allegheny Co., Pa.

G. M. Cote  
VICE PRES.

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 RECOURSE

*Rich & Kory Const. Co.*  
(Name)  
Per *Michael Rich - owner*  
(Title)  
*1807 State, Erie, Pa*  
(Address)

.....  
(Name)

Per.....  
(Title)

.....  
(Address)

.....  
(Name)

Per.....  
(Title)

.....  
(Address)

Michael Rich-Owner

Number.....

Amount \$ 2244.53  
6-15-60  
(Date)

For value received, I/We promise to pay to the order of

Clearfield Penna.  
(City) (State)

Conat. Co.

Twenty Two Hundred &amp; odd 7 and 7 over 100 Dollars in 60

monthly installments of \$ 37.42 each with a final installment of \$ 36.75 beginning on the 15th day of July 1960

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 50 per cent 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 to be 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 provided herein, the undersigned and each and any of them do hereby jointly and severally empower any attorney or 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 process and to cause judgment to be entered against the undersigned or any of them, and with or without declaration filed, confess judgment against the undersigned or any of them in and to the Court of Record within 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 assignee 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 interest on any amount due and payable on this note from the date of default in payment until the same is paid in full, and with the extension of all property from any and all claims 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 to

Rich. & Co.

6 243001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BROOKLINE SAVINGS AND TRUST  
COMPANY, a corporation

vs.

DSB No. 142 February Term, 1961

84 Robert Park

Filed February 24, 1961

84 Kathryn Park

ASSIGNMENT OF JUDGMENT

KNOW ALL MEN BY THESE PRESENTS, that BROOKLINE SAVINGS AND TRUST COMPANY, for and in consideration of a valuable consideration, the receipt of which is hereby acknowledged, does hereby assign, transfer and set over to United States of America, without recourse, all of its right, title and interest in and to the judgment entered at the above number and term against Robert Park and Kathryn Park in the amount of \$ 2244.53. The Prothonotary is hereby authorized to receipt for the initial filing fees.

It is hereby certified that there is no attorney's lien in connection with the aforesaid judgment.

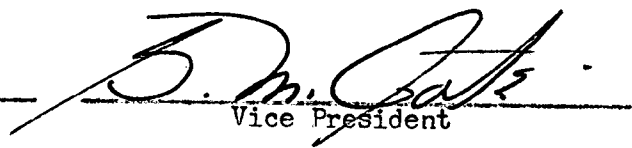
The Brookline Savings and Trust Company does hereby constitute and appoint G. M. Cote to be its attorney for it and in its name, and as and for its corporate act and deed, to acknowledge this Assignment before any persons having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment.

IN WITNESS WHEREOF, the said Brookline Savings and Trust Company has caused its common and corporate seal to be affixed to this Assignment by the hands of its Vice President, and the same to be duly attested by the Assistant Secretary this 13th day of September A.D., 1967.

ATTEST:

BROOKLINE SAVINGS AND TRUST COMPANY

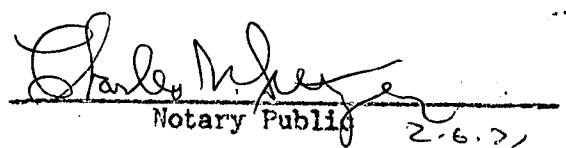
  
Assistant Secretary

  
Vice President

COMMONWEALTH OF PENNSYLVANIA)  
COUNTY OF ALLEGHENY ) ss.

I hereby certify that on this 13th day of September, 1967, before me, the subscriber, a Notary Public in and for said County and State, personally appeared G. M. Cote, the attorney named in the foregoing Assignment, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said Assignment to be the act of the said Brookline Savings and Trust Company, to the end that it may be recorded as such.

WITNESS my hand and Notarial seal the day and year aforesaid.

  
Notary Public

2-6-7,  
NOTARY PUBLIC, ALLEGHENY COUNTY  
PAID TO ME BY THE STATE OF PENNSYLVANIA, 1961

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