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TO : OGC
TITLE : MEMORANDUM FOR THE RECORD - MEETING WITH PDLADLE AND
BERNARD E. MONCURE
DATE : 12/07/1977
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SUBJECTS : PDLADLE
NY MORTGAGE

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[R] - ITEM IS RESTRICTED 104-10106-10172

ROUTING AND RECORD SHEET

SUBJECT: (Optional)			
<i>Meeting - Paladine / Moncur - 7 Dec 1977</i>			
FROM: T. Hutchison		EXTENSION	NO.
<i>C/PCSI CSS/B+J 2-7-21</i>		<i>6731</i>	DATE <i>8 Dec 1977</i>
TO: (Officer designation, room number, and building)	DATE		OFFICER'S INITIALS
	RECEIVED	FORWARDED	
1.			to 3 & 5. Para 9 requests your assistance in providing the name of a "mortgagee" and legal assistance in NYC in recording a mortgage of approximately \$170,000 on property which the Agency has made loans. → GMB has been handling
2.			
3.	<i>DDO/OCC - 2-D-24/9 Dec</i>	<i>A</i>	
4.			
5.	<i>OCC - 3-D-01 Ago.</i>		
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8 December 1977

MEMORANDUM FOR THE RECORD:

SUBJECT: Meeting With PDLADLE and Bernard E. Moncure
7 December 1977

1. Subject meeting was held in New York City at the home of MONCURE on 7 December 1977, and attended by PDLADLE, MONCURE, Mike Sednaoui, Vascia Gmirkin and Terrell Hutchison.
2. Financially, there were the following objectives:
 - a. To apprise PDLADLE that no more loans could be made.
 - b. To convince PDLADLE that the New York City rental property should be retained.
 - c. To obtain a deed of trust on the property.
3. MONCURE began the discussions with an outline to PDLADLE of the present administration's position on granting additional loans, i.e., that no more loans could be made. He briefly touched on the subject of retaining the New York City property. PDLADLE repeated his previously stated position that the property be sold.

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4. After lengthy discussion of PDLADLE's financial position and the financial demands of his wife, we presented PDLADLE with "financial position" figures reflecting his general income of four (4) years ago compared with 1977. Without going into details of the discussions, the following actions were agreed on by PDLADLE:

- a. Except for one further loan of approximately \$10,000 to pay off a bank mortgage on the New York City property, no more loans will be made by the Agency. Note: It is necessary that we advance this payment in order to obtain a first trust on the property.
- b. Concurrent with the advance of about \$10,000 noted above, PDLADLE will execute a Deed of Trust to the Agency (mortgagee to be determined) for the present loan balance of \$158,350, plus the amount required to pay off the bank (approximately \$10,000). The Agency mortgage would then be approximately \$168,000. This action was deemed prudent because PDLADLE, having signed only promissory notes on the loans, could in fact sell the property at any time without making any payments to the Agency.

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c. To relieve any adamant attitude by PDLADLE when he was advised ^{to} the "no more loan" policy, PDLADLE was apprised that we recognize that his "retainer" has not been increased for several years, and to keep abreast with inflation, we proposed increasing this by \$4,800 per year, i.e., from \$19,200 to \$24,000. This step, aside from "softening up" LADLE to "no more loans" and a first trust on the property, was also designed to place him in a rather firm financial position in hopes of "solving" his financial problems once and for all. LADLE was, of course, pleased with this increase; and maybe being a little sharper financially than we have given him credit for, wanted to know if this 1978 increase of \$4,800 could in fact be paid in a lump sum in January. Fearful that he would give this money to his wife for her impending trip to Spain, he was advised that we could arrange this payment providing it was only used to liquidate the Ed Card loan on the farm.

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This payment along with about \$3,000 which MONCURE has in the PDLADLE bank account would just about liquidate the Ed Card loan.

d. In eliminating the bank loan on the New York City property and the Ed Card loan on the farm, LADLE's only recurring monthly obligations, will be the taxes on his properties and the \$1,000 to his wife.

5. MONCURE pointed out that the recording fee on a mortgage is \$1.25/\$100; therefore, the fee on a \$170.00 would be about \$2,125. Since we are insisting on the mortgage, the Agency should absorb this charge, as well as any other nominal charges so related.

6. Herewith a summary of the payments that we should expect to pay in early 1978:

a. Advance (loan) to pay off bank loan -	About:	\$10,000
b. Prepayment of retainer increase - referred to in para 4.c.		\$ 4,800
c. Recording fees for mortgage		\$ 2,200
d. LADLE's regular "salary" for January thru March - 3 x \$1,600		\$ 4,800
Total:		<u>\$21,800</u>

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7. It should be noted that the above advance (loan) of \$10,000 is presently provided for in the 1978 OPACT, which in fact provides for "loans" of \$20,000. The "salary" increase of \$4,800 can likewise be absorbed from this \$20,000.

8. As MONCURE is going into a hospital on 9 December for an operation and with the holiday season shortly thereafter, it was proposed that we attempt to finalize these transactions on 11 January 1978. This will give MONCURE an opportunity to advise the bank of the intent to pay off the loan, and to obtain and record the 1st trust on the property.

9. In recognition that the legal involvement should go beyond MONCURE, a copy of this memo is being sent to the OGC for their assistance in providing the name of the "mortgagee" to be used on the mortgage, presumably a cleared New York City legal firm, who could also coordinate with MONCURE on the preparation and recording of the mortgage.

T. Hutchison
Terrell W. Hutchison

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