

08-1115-CD
Bluestone Inv. Inc. vs Francis Rowles

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BLUESTONE INVESTMENTS INC.

Plaintiff

vs.

FRANCIS ROWLES

Defendant

:
:
: No. 2008-1115-CD
:
:
:
: CIVIL ACTION
:

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.


YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Daniel J. Nelson, Court Administrator
Clearfield County Courthouse
Clearfield PA 16830
Telephone No.(814) 765-2641, Ext 5982

AMATO AND ASSOCIATES, P.C.

By:



Ronald Amato, Esq., Atty ID #32323
Michael J. Kennedy, Esq., Atty ID #72412
Michael R. Lessa, Esq., Atty ID #88617
Justin N. Davis, Esq., Atty ID #84464
Attorneys for Plaintiff
107 North Commerce Way
Bethlehem, PA 18017
(610) 866-0400
A DEBT COLLECTION LAW FIRM

FILED Atty Paid
M 11:51a.m GK 95.00
JUN 19 2008
William A. Shaw
Prothonotary/Clerk of Courts
1 CC SHERIFF

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BLUESTONE INVESTMENTS, INC.

Plaintiff

vs.

FRANCIS ROWLES

Defendant(s)

:
:
: No. 2008-1115-CD
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:
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: CIVIL ACTION
:

COMPLAINT

The above Plaintiff brings this action against the above Defendant to recover the sum of **\$14,135.03**, with interest thereon as hereinafter stated, upon the following causes of action:

1. Plaintiff, **BLUESTONE INVESTMENTS, INC.**, is a Pennsylvania corporation with a registered address of 3100 Old Carriage Drive, Easton, PA 18045.

2. Defendant, **FRANCIS ROWLES**, is an adult individual located at 107 CROFT ROAD, CLEARFIELD PA 16830.

3. At the request of Defendant, Beneficial Consumer Discount Company issued to Defendant a personal loan pursuant to the Loan Repayment and Security Agreement executed by the Defendant, a true and correct copy of the Loan Repayment and Security Agreement is attached hereto, made part hereof and marked Exhibit "A."

4. For value received, all rights, title and interest of Beneficial Consumer Discount Company in this claim were assigned, transferred and set over to Plaintiff. A True and correct copy of the bill of sale selling and assigning all rights, title and interest in this claim to Plaintiff is attached hereto, made part hereof and marked Exhibit "B."

5. By virtue of said assignment, Plaintiff acquired legal title to Defendant's account and became the legal holder of all claims against Defendant arising under the Agreement.

6. Defendant has not adhered to the agreed-upon repayment obligations set forth in the Agreement, by reason of which Defendant is in default thereof.

7. A total amount which became due as a result thereof, after allowance for all proper

credits for payments and/or adjustments, if any, was \$9,411.49, as set forth in the Statement of Account taken from Plaintiff's records, a true and correct copy of which is attached hereto, made a part hereof, and marked Exhibit "C".

8. Plaintiff is entitled to receive interest on the above amount determined by applying the agreed interest rate of 18.00% *per annum* to the past due balance. As of June 9, 2008 the total amount of interest due to Plaintiff is \$1,429.52.

9. Plaintiff is entitled to have the 18.00% interest charge continue to accrue, as set forth above, from June 9, 2008 on down to the date of judgment in this matter.

10. In accordance with the Agreement, Defendant further agreed to pay Plaintiff's reasonable attorneys' fees incurred in the collection of any balance due Plaintiff, which total \$3,294.02.

11. Plaintiff has made demand against Defendant for the aforesaid sum, but Defendant has failed or refused to pay the same or any part thereof.

WHEREFORE, Plaintiff demands judgment against Defendant for **\$14,135.03** together with the continually accruing interest charge at the agreed rate of 18.00% *per annum* from June 9, 2008, costs of suit and all other relief to which Plaintiff may be entitled.

COUNT II

Alternative to Count I - Unjust Enrichment

12. Plaintiff incorporates the allegations of every paragraph enumerated above of this Complaint as if said paragraphs were fully set forth here at length.

13. At Defendant's request, Plaintiff conferred a benefit upon Defendant by providing the personal loan services described in the exhibits attached hereto.

14. Defendant received and accepted the benefit of the personal loan services provided by Plaintiff.

15. At all times material hereto, Defendant was aware that Plaintiff was providing the personal loan services to Defendant and that Plaintiff expected to be paid for such.

16. At all times material hereto, Defendant, with the aforesaid knowledge, permitted

Plaintiff to provide the personal loan services and to incur damages. At all times material hereto, Defendant was unjustly enriched by retaining the benefit of receiving the personal loan services without paying Plaintiff fair and reasonable compensation.

17. Allowing Defendant to retain the benefit of the personal loan services without paying fair compensation would be unjust.

18. By reason of the aforesaid unjust enrichment of Defendant at Plaintiff's expense, an implied contract exists between Plaintiff and Defendant and Defendant is obligated to pay Plaintiff the *quantum meruit* value of the personal loan services described in the exhibits attached hereto in the amount of \$9,411.49.

WHEREFORE, Plaintiff demands judgment against Defendant for **\$9,411.49** together with the continually accruing interest charge at the statutory rate of 6.00% *per annum* from June 9, 2008, costs of suit and all other relief to which Plaintiff may be entitled.

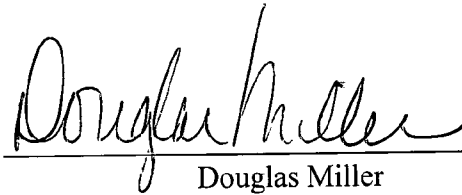
AMATO AND ASSOCIATES, P.C.

By: 

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Michael J. Kennedy, Esq., Atty ID #72412
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Attorneys for Plaintiff
107 North Commerce Way
Bethlehem, PA 18017
(610) 866-0400
A DEBT COLLECTION LAW FIRM

VERIFICATION

Douglas Miller, hereby states that he is the Legal Case Manager of Bluestone Investments, Inc., Plaintiff in this action, and verifies that the statements made in the attached Complaint are true and correct to the best of his knowledge, information and belief. The undersigned understands that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.



Douglas Miller

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 1 of 3)

LENDER (called "We", "Us", "Our")

BENEFICIAL CONSUMER DISCOUNT COMPANY
90 BEAVER DRIVE
SUITE 114 C
DUBOIS PA 15801

BORROWERS (called "You", "Your")

ROWLES, FRANCIS L
SS# 188567436
PO BOX 807
CLEARFIELD PA 16830

LOAN NO:

711723-530700

DATE OF LOAN 10/31/2002	FIRST PAYMENT DUE DATE 12/01/2002	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE 11/01/2007	CONTRACT RATE (per year) 25.698 %
TOTAL OF PAYMENTS \$ 15,083.40	AMOUNT FINANCED \$ 8,446.70			
TOTAL FINANCE CHARGE \$ 6,636.70	SCHEDULED INTEREST \$ 6,636.70	SERVICE CHARGE \$.00	OFFICIAL FEES \$.00	
LIFE INS PREMIUM \$ 298.20	DISABILITY INS PREMIUM \$ 648.59	UI PREMIUM \$ NONE		
			PROPERTY INS (PPI) \$ NONE	
			NON FILING INSURANCE PREMIUM \$ NONE	
FIRST INSTALLMENT \$ 251.39	MONTHLY INSTALLMENT \$ 251.39	TERM PERIOD 60		

REQUIRED INSURANCE. You must obtain insurance for term of loan covering security for this loan as indicated below, naming us as Loss Payee:

Title insurance on real estate security.

Fire and extended coverage insurance on real estate security.

Physical damage insurance on vehicle listed under "Security" above if "Y" appears under "Insured".

Physical damage insurance on other property listed under "Security" above if "Y" appears under "Insured".

You may obtain any required insurance from anyone you choose.

(See "Security" paragraph above for description of security to be insured.)

NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.

03-01-00 NRE



*177017703597CEAB000PAB750110**ROWLES

*

ORIGINAL

ALL-STATE LEGAL®

EXHIBIT

A

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 2 of 3)

PAYMENT. In return for this loan, you will pay us the Total of Payments (the sum of Finance Charges plus Amount Financed), in monthly payments stated on page one. The Finance Charge is the total of Interest plus Service Charge. You may pay more at any time. You will pay us at our business address as stated on page one or other address given you. If more than one Borrower is named on page one, we may enforce this Agreement against all, or any, Borrowers, but not in a combined amount greater than the amount owed.

DATE ON WHICH FINANCE CHARGE BEGINS. Finance Charges begin on the date of disbursement. If this loan is made by mail, the date on which the Finance Charge begins is postponed by the number of days from the date of this Agreement to the date of disbursement. Payment due dates and effective date of any optional insurance purchased are also postponed.

PAY-OUTS. You agree to pay-outs of Amount Financed as shown on Truth-In-Lending disclosure form. If pay-outs change because loan closing is delayed, (a) you shall pay additional amounts due at closing, or (b) your cash or check will be reduced to cover additional pay-outs.

PREPAYMENT. If you fully pay before final payment due date, the amount you owe will be reduced by unearned Finance Charge (but not Service Charge) determined by the "Rule of 78ths".

MATURITY. After the final payment due date stated on page one you will pay interest at the rate of 18% per year.

SECURITY. You agree to give us a security interest in the property identified on page one, which will secure all indebtedness, including future advances under this Agreement.

LATE CHARGE. If you don't pay any payment in 10 days after it's due, you will also pay 1 1/2% per month on the amount overdue (subject to a \$1.00 minimum charge).

BAD CHECK CHARGE. We will charge you a fee of \$20 if any payment check is returned because of insufficient funds or is otherwise dishonored. You agree that we may deduct this charge from a monthly payment.

FAILURE TO PAY. If you don't pay any payment on time or fail to keep any required insurance in force, (a) all your payments may become due at once and without notifying you before bringing suit, we may sue for the total amount you owe less any unearned Finance Charges you would receive if you fully prepaid, and (b) you will also pay our reasonable attorney fees, if the attorney is not our salaried employee, for legal proceedings to collect this loan or realize on security.

EXCHANGE OF INFORMATION. You understand that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies. You authorize us to share any information, on a regular basis, we obtain related to your Account, including but not limited to credit reports and insurance information, with any of our affiliated corporations, subsidiaries or other third parties. The uses of this information may include an inquiry to determine if you qualify for additional offers of credit. You also authorize us to share any information regarding your Account with any of our affiliated corporations, subsidiaries or other third parties. You may prohibit the sharing of such information (except for the sharing of information about transactions or experiences between us and you) by sending a written request which contains your full name, Social Security Number and Address to us at P.O. Box 1547, Chesapeake, VA 23320.

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you.

INSURANCE. Optional credit insurance and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

ALTERNATIVE DISPUTE RESOLUTION AND OTHER RIDERS. The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

APPLICABLE LAW. The Pennsylvania Consumer Discount Company Act (CDCA), Title 7, Purdon's Pennsylvania Statutes, governs this loan.

NOTICE: THE FOLLOWING PAGE CONTAINS ADDITIONAL CONTRACT TERMS.

03-01-00 NRE

PAB75012



*177017703597CEA8000PAB750120**ROWLES

ORIGINAL

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 3 of 3)

YOU HAVE RECEIVED A COMPLETE
COPY OF THIS AGREEMENT AND THE
TRUTH-IN-LENDING DISCLOSURES.

BORROWERS:

Terri L. Kelen (SEAL)

____ (SEAL)

____ (SEAL)

WITNESS:

John M. Manetta



Exhibit A

BILL OF SALE & ASSIGNMENT

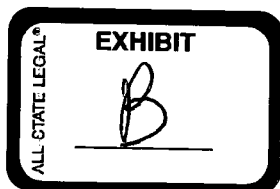
SALE ID: **DB41-272**

The undersigned Assignor ("Assignor") on and as of the date hereof hereby absolutely sells, transfers, assigns, sets-over, quitclaims and conveys to Blue Stone Investments, ("Buyer") a Pennsylvania corporation ("Assignee") without recourse and without representations or warranties of any type, kind, character or nature, express or implied, except as set forth in the Purchase & Sale Agreement between Assignor and Assignee and dated as of July 27, 2007 (the "Agreement"), and subject to Seller's repurchase rights as set forth in Article V thereof, all of Assignor's right, title and interest in and to each of the accounts identified in the Closing File attached hereto and fully incorporated herein (the "Accounts"), together with the right to all principal, interest or other proceeds of any kind with respect to the Accounts remaining due and owing as of the Cut-Off Date applicable to such Accounts as set forth in the Agreement pursuant to which the Accounts are being sold (including but not limited to proceeds derived from the conversion, voluntary or involuntary, of any of the Loans into cash or other liquidated property).

Dated this 31st day of July, 2007

ASSIGNOR: Hudson & Keyse, L.L.C., a Delaware limited
liability company


Name: Ted E Crawford
Title: Chief Financial Officer



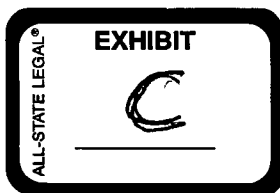


BLUESTONE INVESTMENTS, INC.

3100 Old Carriage Drive
Easton, PA 18045

STATEMENT OF ACCOUNT

CREDITOR NAME:	Bluestone Investments, Inc.
ORIGINAL CREDITOR:	Beneficial Consumer Discount Company
ORIGINAL ACCOUNT #:	71172300530700
DEBTOR NAME:	FRANCIS ROWLES
BLUESTONE ACCOUNT #:	1071094
DATE OPENED:	October 31, 2002
DATE LAST PAID:	June 17, 2004
PRINCIPAL:	\$9,411.49
INTEREST:	\$1,429.52
INTEREST RATE:	18%
COLLECTION CHARGES:	\$3,294.02
TOTAL:	\$14,135.03



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1115-CD

BLUESTONE INVESTMENTS INC.

vs

FRANCIS ROWLES

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 07/19/2008

HEARING:

PAGE: 104295

DEFENDANT:

FRANCIS ROWLES

ADDRESS:

107 CROFT ROAD

CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, 6/23/08 AT 1136 AM / PM **SERVED** THE WITHIN

COMPLAINT ON FRANCIS ROWLES, DEFENDANT

BY HANDING TO

Francis Rowles, SELF

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED

107 Croft rd Clearfield

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT FOR FRANCIS ROWLES

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO FRANCIS ROWLES

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter
Deputy Signature

S. Hunter
Print Deputy Name

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Bluestone Investment Inc CIVIL ACTION
(Plaintiff)

107 North Commerce Way No. 2008-1115-CD
(Street Address)

Bethlehem PA 18017
(City, State ZIP)

Type of Case: Civil

Type of Pleading: guilty of not
PAYING BOT with
a reason for
so.

vs.

Francis L. Rowles
(Defendant)

Filed on Behalf of: Glenda F Rowles
(Plaintiff/Defendant)

107 Croft Rd
(Street Address)

Clearfield PA 16830
(City, State ZIP)

Glenda F Rowles
(Filed by)

107 Croft Rd
(Address)

Clearfield PA 16830
(Phone)

Glenda F Rowles
(Signature)

FILED
03:54
JUL 11 2008

William A. Shaw
Prothonotary/Clerk of Courts

To whom it may concern

July 9 08

I Francis J. Poveres will be consulting with a lawyer on July 17, 2008 to see about retaining him to represent me in court for case No* 2008-1115 CD plaintiff is Bluestone Investment Inc for Beneficial which I feel has defaulted against me for taking out payments out of my checking acct. when not authorized and not paying overdraft fees when they were clearly at fault for the fees that were being charged to me.

Francis J. Poveres
107 Croft Rd
Clearfield PA 16830
814 768 7658

FILED

JUL 11 2008

William A. Shaw
Prothonotary/Clerk of Courts

STEWART HILL KENNEDY JR.

STEWART HILL KENNEDY JR.
1000 N. 10TH ST. SUITE 100
PHILADELPHIA, PA 19107
TEL: 215-597-1234
FAX: 215-597-1235
WWW.STEWARTHILLKENNEDY.COM
ATTORNEY AT LAW
1000 N. 10TH ST. SUITE 100
PHILADELPHIA, PA 19107
TEL: 215-597-1234
FAX: 215-597-1235
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104295
NO: 08-1115-CD
SERVICES 1
COMPLAINT

PLAINTIFF: BLUESTONE INVESTMENTS INC.
vs.
DEFENDANT: FRANCIS ROWLES

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	AMATO	244639	10.00
SHERIFF HAWKINS	AMATO	244639	20.00

FILED
012:55/54
OCT 03 2008
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

BLUESTONE INVESTMENTS, INC.

(Plaintiff)

c/o Amato and Associates, P.C.
107 North Commerce Way

(Street Address)

Bethlehem PA 18017

(City, State ZIP)

VS.

FRANCIS ROWLES

(Defendant)

107 Croft Road

(Street Address)

Clearfield PA 16830

(City, State ZIP)

CIVIL ACTION

No. 2008-1115 CD

Type of Case: CIVIL ACTION

Type of Pleading:

PLAINTIFF'S MOTION FOR JUDGMENT ON THE PLEADINGS
and PLAINTIFF'S BRIEF IN SUPPORT OF PLAINTIFF'S
MOTION FOR JUDGMENT ON THE PLEADINGS

Filed on Behalf of:

PLAINTIFF BLUESTONE INVESTMENTS, INC.

(Plaintiff/Defendant)

610-866-0400

(Filed by)

Michael J. Kennedy, Esquire
Amato and Associates, P.C.
107 North Commerce way

(Address)

Bethlehem PA 18017

(Phone)

(Signature)

FILED

NOV 17 2008

William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BLUESTONE INVESTMENTS, INC.

Plaintiff

vs.

FRANCIS ROWLES

Defendant(s)

:
:
: No. 2008-1115 CD
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:
:
: CIVIL ACTION
:

PLAINTIFF'S MOTION FOR JUDGMENT ON THE PLEADINGS

The above Plaintiff, by and through counsel, Amato and Associates, P.C., files the within Motion pursuant to Pa.R.C.P. No. 1034, and in support thereof avers the following:

1. Plaintiff commenced this action by filing a Complaint on June 19, 2008, a true and correct copy of which is attached hereto, made a part hereof, and marked Exhibit "A".
2. Defendant was served with said Complaint and filed a *pro se* Answer on or about July 9, 2008, a true and correct copy of which is attached hereto, made a part hereof, and marked Exhibit "B".
3. No verification was attached to Defendant's Answer in violation of Pa.R.C.P. No. 1024.
4. Defendant's Answer fails to specifically deny each and every averment in the Complaint in violation of Pa.R.C.P. No. 1029.
5. As Defendant failed to specifically deny each and every averment in the Complaint, said averments are deemed admitted.
6. Therefore, Plaintiff is entitled to judgment in its favor and against Defendant in the amount of \$14,135.03.

WHEREFORE, Plaintiff respectfully requests judgment in favor of Plaintiff and against the Defendant for \$14,135.03.

AMATO AND ASSOCIATES, P.C.

By: 

Ronald Amato, Esq., Atty ID #32323
Michael J. Kennedy, Esq., Atty ID #72412
Michael R. Lessa, Esq., Atty ID #88617
Justin N. Davis, Esq., Atty ID #84464
Attorneys for Plaintiff
107 North Commerce Way
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A DEBT COLLECTION LAW FIRM

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BLUESTONE INVESTMENTS INC.

Plaintiff

vs.

FRANCIS ROWLES

Defendant(s)

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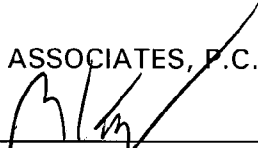
CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of Plaintiff's Motion for Judgment on the Pleadings and Brief in Support of Plaintiff's Motion for Judgment on the Pleadings was served via first class mail, postage prepaid on November 13, 2008:

FRANCIS ROWLES
107 CROFT ROAD
CLEARFIELD PA 16830

AMATO AND ASSOCIATES, P.C.

By:



Ronald Amato, Esq., Atty ID #32323
Michael J. Kennedy, Esq., Atty ID #72412
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Attorneys for Plaintiff
107 North Commerce Way
Bethlehem, PA 18017
(610) 866-0400
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1071094

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

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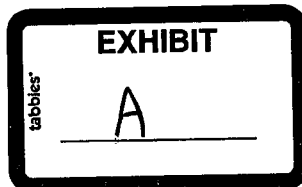
Daniel J. Nelson, Court Administrator
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COPIED
FILED
11:51 a.m.
JUN 19 2008



COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BLUESTONE INVESTMENTS, INC.

Plaintiff

vs.

FRANCIS ROWLES

Defendant(s)

No. 2008-1115-CD

CIVIL ACTION

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6. Defendant has not adhered to the agreed-upon repayment obligations set forth in the Agreement, by reason of which Defendant is in default thereof.

7. A total amount which became due as a result thereof, after allowance for all proper

credits for payments and/or adjustments, if any, was \$9,411.49, as set forth in the Statement of Account taken from Plaintiff's records, a true and correct copy of which is attached hereto, made a part hereof, and marked Exhibit "C".

8. Plaintiff is entitled to receive interest on the above amount determined by applying the agreed interest rate of 18.00% *per annum* to the past due balance. As of June 9, 2008 the total amount of interest due to Plaintiff is \$1,429.52.

9. Plaintiff is entitled to have the 18.00% interest charge continue to accrue, as set forth above, from June 9, 2008 on down to the date of judgment in this matter.

10. In accordance with the Agreement, Defendant further agreed to pay Plaintiff's reasonable attorneys' fees incurred in the collection of any balance due Plaintiff, which total \$3,294.02.

11. Plaintiff has made demand against Defendant for the aforesaid sum, but Defendant has failed or refused to pay the same or any part thereof.

WHEREFORE, Plaintiff demands judgment against Defendant for ~~\$14,135.03~~ ^{14,135.03} together with the continually accruing interest charge at the agreed rate of 18.00% *per annum* from June 9, 2008, costs of suit and all other relief to which Plaintiff may be entitled.

COUNT II

Alternative to Count I - Unjust Enrichment

12. Plaintiff incorporates the allegations of every paragraph enumerated above of this Complaint as if said paragraphs were fully set forth here at length.

13. At Defendant's request, Plaintiff conferred a benefit upon Defendant by providing the personal loan services described in the exhibits attached hereto.

14. Defendant received and accepted the benefit of the personal loan services provided by Plaintiff.

15. At all times material hereto, Defendant was aware that Plaintiff was providing the personal loan services to Defendant and that Plaintiff expected to be paid for such.

16. At all times material hereto, Defendant, with the aforesaid knowledge, permitted

Plaintiff to provide the personal loan services and to incur damages. At all times material hereto, Defendant was unjustly enriched by retaining the benefit of receiving the personal loan services without paying Plaintiff fair and reasonable compensation.

17. Allowing Defendant to retain the benefit of the personal loan services without paying fair compensation would be unjust.

18. By reason of the aforesaid unjust enrichment of Defendant at Plaintiff's expense, an implied contract exists between Plaintiff and Defendant and Defendant is obligated to pay Plaintiff the *quantum meruit* value of the personal loan services described in the exhibits attached hereto in the amount of \$9,411.49.

WHEREFORE, Plaintiff demands judgment against Defendant for **\$9,411.49** together with the continually accruing interest charge at the statutory rate of 6.00% *per annum* from June 9, 2008, costs of suit and all other relief to which Plaintiff may be entitled.

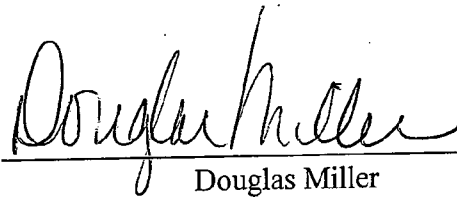
AMATO AND ASSOCIATES, P.C.

By: 

Ronald Amato, Esq., Atty ID #32323
Michael J. Kennedy, Esq., Atty ID #72412
Michael R. Lessa, Esq., Atty ID #88617
Justin N. Davis, Esq., Atty ID #84464
Attorneys for Plaintiff
107 North Commerce Way
Bethlehem, PA 18017
(610) 866-0400
A DEBT COLLECTION LAW FIRM

VERIFICATION

Douglas Miller, hereby states that he is the Legal Case Manager of Bluestone Investments, Inc., Plaintiff in this action, and verifies that the statements made in the attached Complaint are true and correct to the best of his knowledge, information and belief. The undersigned understands that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.



Douglas Miller

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 1 of 3)

LENDER (called "We", "Us", "Our")

BENEFICIAL CONSUMER DISCOUNT COMPANY
90 BEAVER DRIVE
SUITE 114 C
DUBOIS PA 15801

BORROWERS (called "You", "Your")

ROWLES, FRANCIS L
SS# 188567436
PO BOX 807
CLEARFIELD PA 16830

LOAN NO:

711723-530700

DATE OF LOAN 10/31/2002	FIRST PAYMENT DUE DATE 12/01/2002	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE 11/01/2007	CONTRACT RATE (per year) 25.698 %
TOTAL OF PAYMENTS \$ 15,083.40	AMOUNT FINANCED \$ 8,446.70			
TOTAL FINANCE CHARGE \$ 6,636.70	SCHEDULED INTEREST \$ 6,636.70	SERVICE CHARGE \$.00	OFFICIAL FEES \$.00	
LIFE INS PREMIUM \$ 298.20	DISABILITY INS PREMIUM \$ 648.59	UI PREMIUM \$ NONE		
			PROPERTY INS (PPI) \$ NONE	
			NON FILING INSURANCE PREMIUM \$ NONE	
FIRST INSTALLMENT \$ 251.39	MONTHLY INSTALLMENT \$ 251.39	TERM PERIOD 60		

REQUIRED INSURANCE. You must obtain insurance for term of loan covering security for this loan as indicated below, naming us as Loss Payee:

Title insurance on real estate security.

Fire and extended coverage insurance on real estate security.

Physical damage insurance on vehicle listed under "Security" above if "Y" appears under "Insured".

Physical damage insurance on other property listed under "Security" above if "Y" appears under "Insured".

You may obtain any required insurance from anyone you choose.

(See "Security" paragraph above for description of security to be insured.)

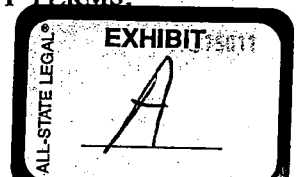
NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.

03-01-00 NRE



*177017703597CEA8000PAB750110**ROWLES

ORIGINAL



LOAN REPAYMENT AND SECURITY AGREEMENT (Page 2 of 3)

PAYMENT. In return for this loan, you will pay us the Total of Payments (the sum of Finance Charges plus Amount Financed), in monthly payments stated on page one. The Finance Charge is the total of Interest plus Service Charge. You may pay more at any time. You will pay us at our business address as stated on page one or other address given you. If more than one Borrower is named on page one, we may enforce this Agreement against all, or any, Borrowers, but not in a combined amount greater than the amount owed.

DATE ON WHICH FINANCE CHARGE BEGINS. Finance Charges begin on the date of disbursement. If this loan is made by mail, the date on which the Finance Charge begins is postponed by the number of days from the date of this Agreement to the date of disbursement. Payment due dates and effective date of any optional insurance purchased are also postponed.

PAY-OUTS. You agree to pay-outs of Amount Financed as shown on Truth-In-Lending disclosure form. If pay-outs change because loan closing is delayed, (a) you shall pay additional amounts due at closing, or (b) your cash or check will be reduced to cover additional pay-outs.

PREPAYMENT. If you fully pay before final payment due date, the amount you owe will be reduced by unearned Finance Charge (but not Service Charge) determined by the "Rule of 78ths".

MATURITY. After the final payment due date stated on page one you will pay interest at the rate of 18% per year.

SECURITY. You agree to give us a security interest in the property identified on page one, which will secure all indebtedness, including future advances under this Agreement.

LATE CHARGE. If you don't pay any payment in 10 days after it's due, you will also pay 1 1/2% per month on the amount overdue (subject to a \$1.00 minimum charge).

BAD CHECK CHARGE. We will charge you a fee of \$20 if any payment check is returned because of insufficient funds or is otherwise dishonored. You agree that we may deduct this charge from a monthly payment.

FAILURE TO PAY. If you don't pay any payment on time or fail to keep any required insurance in force, (a) all your payments may become due at once and without notifying you before bringing suit, we may sue for the total amount you owe less any unearned Finance Charges you would receive if you fully prepaid, and (b) you will also pay our reasonable attorney fees, if the attorney is not our salaried employee, for legal proceedings to collect this loan or realize on security.

EXCHANGE OF INFORMATION. You understand that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies. You authorize us to share any information, on a regular basis, we obtain related to your Account, including but not limited to credit reports and insurance information, with any of our affiliated corporations, subsidiaries or other third parties. The uses of this information may include an inquiry to determine if you qualify for additional offers of credit. You also authorize us to share any information regarding your Account with any of our affiliated corporations, subsidiaries or other third parties. You may prohibit the sharing of such information (except for the sharing of information about transactions or experiences between us and you) by sending a written request which contains your full name, Social Security Number and Address to us at P.O. Box 1547, Chesapeake, VA 23320.

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you.

INSURANCE. Optional credit insurance and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

ALTERNATIVE DISPUTE RESOLUTION AND OTHER RIDERS. The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

APPLICABLE LAW. The Pennsylvania Consumer Discount Company Act (CDCA), Title 7, Purdon's Pennsylvania Statutes, governs this loan.

NOTICE: THE FOLLOWING PAGE CONTAINS ADDITIONAL CONTRACT TERMS.

03-01-00 NRE

PAB75012



*177017703597CEA8000PAB750120**ROWLES

ORIGINAL

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 3 of 3)

YOU HAVE RECEIVED A COMPLETE
COPY OF THIS AGREEMENT AND THE
TRUTH-IN-LENDING DISCLOSURES.

BORROWERS:

Terri L. Laker (SEAL)

____ (SEAL)

____ (SEAL)

WITNESS:

John M. Manette



Exhibit A

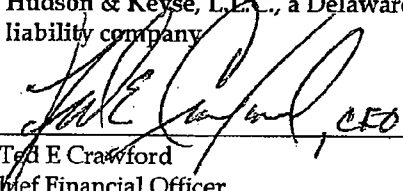
BILL OF SALE & ASSIGNMENT

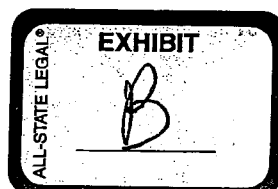
SALE ID: DB41-272

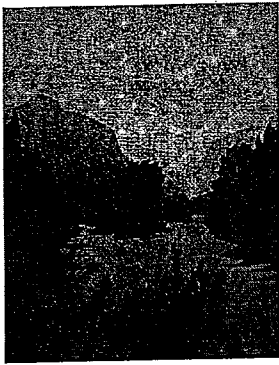
The undersigned Assignor ("Assignor") on and as of the date hereof hereby absolutely sells, transfers, assigns, sets-over, quitclaims and conveys to Blue Stone Investments, ("Buyer") a Pennsylvania corporation ("Assignee") without recourse and without representations or warranties of any type, kind, character or nature, express or implied, except as set forth in the Purchase & Sale Agreement between Assignor and Assignee and dated as of July 27, 2007 (the "Agreement"), and subject to Seller's repurchase rights as set forth in Article V thereof, all of Assignor's right, title and interest in and to each of the accounts identified in the Closing File attached hereto and fully incorporated herein (the "Accounts"), together with the right to all principal, interest or other proceeds of any kind with respect to the Accounts remaining due and owing as of the Cut-Off Date applicable to such Accounts as set forth in the Agreement pursuant to which the Accounts are being sold (including but not limited to proceeds derived from the conversion, voluntary or involuntary, of any of the Loans into cash or other liquidated property).

Dated this 31st day of July, 2007

ASSIGNOR: Hudson & Keyse, L.L.C., a Delaware limited liability company


Name: Ted E Crawford
Title: Chief Financial Officer





BLUESTONE INVESTMENTS, INC.

3100 Old Carriage Drive
Easton, PA 18045

STATEMENT OF ACCOUNT

CREDITOR NAME:	Bluestone Investments, Inc.
ORIGINAL CREDITOR:	Beneficial Consumer Discount Company
ORIGINAL ACCOUNT #:	71172300530700
DEBTOR NAME:	FRANCIS ROWLES
BLUESTONE ACCOUNT #:	1071094
DATE OPENED:	October 31, 2002
DATE LAST PAID:	June 17, 2004
PRINCIPAL:	\$9,411.49
INTEREST:	\$1,429.52
INTEREST RATE:	18%
COLLECTION CHARGES:	\$3,294.02
TOTAL:	\$14,135.03



COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Bluestone Investment Inc CIVIL ACTION
(Plaintiff)

107 North Commerce Way No. 2008-1115-CD
(Street Address)

Bethlehem PA 18017
(City, State ZIP)

Type of Case: Civil

Type of Pleading: guilty of not
paying BOT with
a reason for
so.

vs.

Francis L. Rowles
(Defendant)

Glenda F Rowles
(Plaintiff/Defendant)

107 Croft Rd
(Street Address)

Clearfield PA 16830
(City, State ZIP)

Glenda F Rowles
(Filed by)

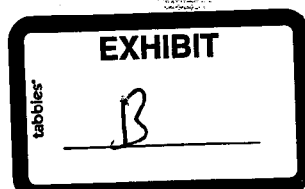
107 Croft Rd
(Address)

Clearfield PA 16830
(Phone)

Glenda F Rowles
(Signature)

FILED
JUL 11 2008
W.A. Shaw
Prothonotary/Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts



To whom it may concern

July 9 08

I Francis J. Rowles will be consulting with a lawyer on July 17, 2008 to see about retaining him to represent me in court for case No* 2008-1115 CD plaintiff is Bluestone Investment Inc for Beneficial which I feel has defaulted against me for taking out payments out of my checking acct. when not authorized and not paying overdraft fees when they were clearly at fault for the fees that were being charged to me.

Francis J. Rowles
107 Croft Rd
Clearfield PA 16830
814 768 7658

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

BLUESTONE INVESTMENTS, INC.,
Plaintiff

vs.

FRANCIS ROWLES,

Defendant

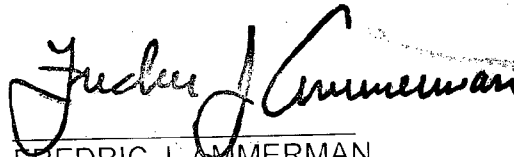
NO. 08-1115-CD

ORDER

NOW, this 15th day of December, 2008, upon consideration of the Plaintiff's Motion for Judgment on the Pleadings filed by Michael J. Kennedy, Esquire, it is the ORDER of this Court that hearing on said Motion is scheduled for the **21st** day of **January, 2009 at 10:00 a.m.** in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, PA 16830.

Thirty minutes has been allotted for this proceeding.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED
DEC 15 2008

William A. Shaw
Prothonotary/Clerk of Courts

4cc
Att'y
Amato

610

FILED

DEC 15 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 12/15/08

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BLUESTONE INVESTMENTS INC.

Plaintiff

vs.

FRANCIS ROWLES

Defendant(s)

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: No. 2008-1115 CD
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CIVIL ACTION

FILED 1cc Amato
m/jl: 48cm
JAN 12 2009

William A. Shaw
Prothonotary/Clerk of Courts


CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of Plaintiff's Motion for Judgment on the Pleadings, Plaintiff's Brief in Support of Plaintiff's Motion for Judgment on the Pleadings and Order of Court of December 15, 2008 providing notice of hearing for January 21, 2009 at 10:00 a.m. was served via first class mail, postage prepaid on January 6, 2009:

FRANCIS ROWLES
107 CROFT ROAD
CLEARFIELD PA 16830

AMATO AND ASSOCIATES, P.C.

By:



Ronald Amato, Esq., Atty ID #32323
Michael J. Kennedy, Esq., Atty ID #72412
Michael R. Lessa, Esq., Atty ID #88617
Justin N. Davis, Esq., Atty ID #84464
Daniel A. Wechsler, Esq., Atty ID #203922
Attorneys for Plaintiff
107 North Commerce Way
Bethlehem, PA 18017
(610) 866-0400
A DEBT COLLECTION LAW FIRM

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BLUESTONE INVESTMENTS, INC.

Plaintiff

vs.

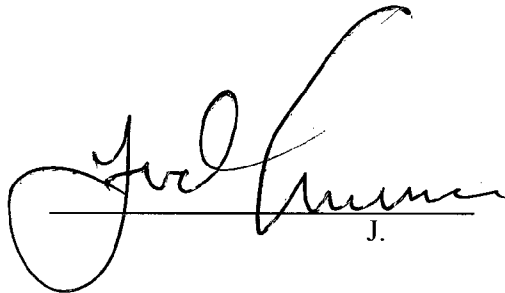
FRANCIS ROWLES

Defendant(s)

:
:
: No. 2008-1115 CD
:
:
:
: CIVIL ACTION
:

ORDER

AND NOW, this 21ST day of January, ²⁰⁰⁹~~2008~~, upon consideration of Plaintiff's Motion for Judgment on the Pleadings, and Defendant's response thereto, if any, it is hereby ORDERED that Plaintiff's Motion is granted and judgment on the pleading is hereby entered in favor of Plaintiff and against Defendant in the amount of \$14,135.03 together with continuing interest at 6.00% per annum and court costs. It is further ORDERED that the Prothonotary shall mark the docket accordingly. FSA


J.

FILED

JAN 21 2009

0/10:15a
William A. Shaw
Prothonotary/Clerk of Courts

2 cert to
Attc

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BLUESTONE INVESTMENTS INC.

Plaintiff

vs.

FRANCIS ROWLES

Defendant

No. 2008-1115 CD

CIVIL ACTION

PRAECIPE FOR JUDGMENT

TO THE PROTHONOTARY, CLEARFIELD COUNTY:

Kindly enter judgment in accordance with the Order of Court of January 21, 2009 in favor of Plaintiff and against the above-named defendant(s) only and assess damages as follows:

Debt \$14,135.03

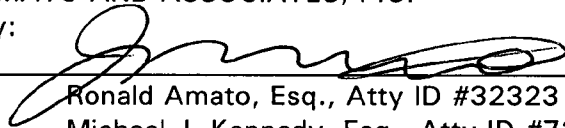
Total \$14,135.03

I CERTIFY THAT THE FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.

Dated: January 30, 2009

AMATO AND ASSOCIATES, P.C.

By:



Ronald Amato, Esq., Atty ID #32323

Michael J. Kennedy, Esq., Atty ID #72412

Michael R. Lessa, Esq., Atty ID #88617

Justin N. Davis, Esq., Atty ID #84464

Daniel A. Wechsler, Esq., Atty ID #203922

Attorneys for Plaintiff

107 North Commerce Way

Bethlehem, PA 18017

(610) 866-0400

A DEBT COLLECTION LAW FIRM

1071094

FILED

FEB 06 2009

William A. Shaw
Prothonotary/Clerk of Courts

Any pd. 20.00
ICC Notice
to Def.

Statement to Atty

610

Ronald Amato, Esq., Atty ID #32323
Michael J. Kennedy, Esq., Atty ID #72412
Michael R. Lessa, Esq., Atty ID #88617
Justin N. Davis, Esq., Atty ID #84464
Daniel A. Wechsler, Esq., Atty ID #203922
Attorneys for Plaintiff
107 North Commerce Way
Bethlehem, PA 18017
(610) 866-0400
A DEBT COLLECTION LAW FIRM

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BLUESTONE INVESTMENTS INC.

Plaintiff

vs.

FRANCIS ROWLES

Defendant(s)

:
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: No. 2008-1115 CD
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: CIVIL ACTION
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:

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF NORTHAMPTON :

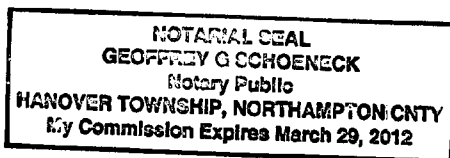
The undersigned, being duly sworn, according to law, deposes and says that he is unable to determine whether or not the above Defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of The Servicemembers Civil Relief Act;

That Francis Rowles is over 18 years of age, resides at 107 CROFT ROAD,
CLEARFIELD PA 16830 and is employed;



Sworn to and subscribed
before me this 4th day
of Feb, 2008 A.D.


NOTARY PUBLIC



COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BLUESTONE INVESTMENTS, INC.

Plaintiff

vs.

FRANCIS ROWLES

Defendant(s)

:
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: No. 2008-1115 CD
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:
:
: CIVIL ACTION
:

ORDER

AND NOW, this 21ST day of JANUARY, ^{2009 FJD}~~2008~~, upon consideration of Plaintiff's Motion for Judgment on the Pleadings, and Defendant's response thereto, if any, it is hereby ORDERED that Plaintiff's Motion is granted and judgment on the pleading is hereby entered in favor of Plaintiff and against Defendant in the amount of \$14,135.03 together with continuing interest at 6.00% per annum and court costs. It is further ORDERED that the Prothonotary shall mark the docket accordingly.

/S/ Fredric J Ammerman

J.

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

JAN 21 2009

Attest.

William L. Khan
Prothonotary/
Clerk of Courts

FILED

FEB 06 2009

**William A. Shaw
Prothonotary/Clerk of Courts**

12/ Fredric J. Anderson

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BLUESTONE INVESTMENTS INC.

Plaintiff

vs.

FRANCIS ROWLES

Defendant

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: No. 2008-1115 CD
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COPIES

NOTICE OF JUDGMENT

(XX) NOTICE IS HEREBY GIVEN THAT A JUDGMENT IN THE ABOVE CAPTIONED
MATTER HAS BEEN ENTERED AGAINST THE ABOVE-NAMED DEFENDANT(s)
IN THE AMOUNT OF \$14,135.03 ON February 16, 2009.

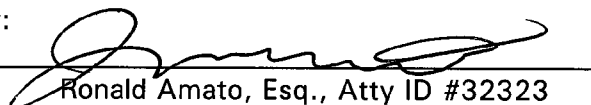
() A COPY OF ALL DOCUMENTS FILED WITH THE PROTHONOTARY OF
CLEARFIELD COUNTY IN SUPPORT OF THE WITHIN
JUDGMENT IS/ARE ENCLOSED.


PROTHONOTARY - CLEARFIELD COUNTY

If you have any questions concerning the above, please contact the undersigned.

AMATO AND ASSOCIATES, P.C.

By:



Ronald Amato, Esq., Atty ID #32323
Michael J. Kennedy, Esq., Atty ID #72412
Michael R. Lessa, Esq., Atty ID #88617
Justin N. Davis, Esq., Atty ID #84464
Daniel A. Wechsler, Esq., Atty ID #203922
Attorneys for Plaintiff
107 North Commerce Way
Bethlehem, PA 18017
(610) 866-0400
A DEBT COLLECTION LAW FIRM

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Bluestone Investments Inc.
Plaintiff(s)

No.: 2008-01115-CD

Real Debt: \$14,135.03

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Francis Rowles
Defendant(s)

Entry: \$20.00

Instrument: Court-Ordered Judgment

Date of Entry: February 6, 2009

Expires: February 6, 2014

Certified from the record this 6th day of February, 2009.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BLUESTONE INVESTMENTS INC.

Plaintiff

vs.

FRANCIS ROWLES

Defendant(s)

No. 2008-1115 CD

PRAECIPE FOR WRIT
EXECUTION
(MONEY JUDGMENT)

FILED

JAN 31 2013

9 AM 12:50 (W)
William A. Shaw
Prothonotary/Clerk of Courts
6 court windows

To the Prothonotary - Clearfield County: ISSUE A WRIT OF EXECUTION IN THE ABOVE MATTER. to Sheriff

(1) Directed to the Sheriff of CLEARFIELD County, for debt, interest and costs upon the following described property of the defendant(s) All cash on hand or in the possession of the defendant(s), accounts receivables, furniture, furnishings, equipment, inventory, tools, vehicles, electronic equipment, any and all other personal property belonging to the above-named defendant(s).

(2) against FRANCIS ROWLES, Defendant(s)

(3) and against.....Garnishee(s)

(4) and index this writ

(a) against.....Defendant(s) and

(b) against.....Garnishee(s)

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s)
as follows:(Specifically describe the property)

(5)	Amount Due	\$ 14,135.03
	Statutory Interest	
	From February 6, 2009	\$ 3,399.27
	Less Payment	\$ 0.00
	Costs	\$ 346.00
	Poundage	\$ 282.70
	Total	\$ 18,163.00

Prothonotary costs

8135.00

AMATO AND LESSA, P.C.

By:

Date: January 24, 2013


Daniel A. Wechsler, Esq., Atty ID #203922
Justin N. Davis, Esq., Atty ID #84464
David A. Lovejoy, Esq., Atty ID #19829
Paul F. Troisi, Esq., Atty ID #309511
Attorneys for Plaintiff
107 North Commerce Way
Bethlehem, PA 18017
(610) 866-0400

Attorney File#: 1071094

FILED

JAN 31 2013

**William A. Shaw
Prothonotary/Clerk of Courts**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BLUESTONE INVESTMENTS INC.

Plaintiff

vs.

FRANCIS ROWLES

Defendant(s)

:
: No. 2008-1115 CD
:
:
:
: WRIT OF EXECUTION
: (MONEY JUDGMENTS)
:

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

To satisfy the judgment, interest and cost against FRANCIS ROWLES, Defendant(s);

(1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein; (Inquisition and Exemption Laws (are) (are not) waived.

(2) You are also directed to attach the property of the defendant not levied upon in the possession of.....

.....Garnishee(s)

and to notify the Garnishee(s) that

(a) an attachment has been issued;

(b) the garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount Due \$ 14,135.03

Statutory Interest

From February 6, 2009 \$ 3,399.27

Less Payments \$ 0.00

Costs \$ 346.00

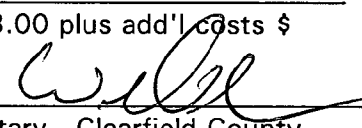
Poundage \$ 282.70

Prothonotary costs

\$ 135.00

Total \$ 18,163.00 plus add'l costs \$

DATED Jan 31, 2017
(SEAL)


Prothonotary - Clearfield County
Court of Common Pleas, CLEARFIELD County

By

Attorney File#: 1071094

~~Deputy~~

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BLUESTONE INVESTMENTS INC.

Plaintiff

vs.

FRANCIS ROWLES

Defendant(s)

:
: No. 2008-1115 CD
:
:
:
: CIVIL ACTION
:

WAIVER OF WATCHMAN

To the Sheriff:

Any deputy sheriff levying upon or attaching any property under the within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before the sheriff's sale thereof.

Dated: January 24, 2013

AMATO AND LESSA, P.C.

By: 

Daniel A. Wechsler, Esq., Atty ID #203922
Justin N. Davis, Esq., Atty ID #84464
David A. Lovejoy, Esq., Atty ID #19829
Paul F. Troisi, Esq., Atty ID #309511
Attorneys for Plaintiff
107 North Commerce Way
Bethlehem, PA 18017
(610) 866-0400
A DEBT COLLECTION LAW FIRM

Attorney File #: 1071094

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BLUESTONE INVESTMENTS INC.

Plaintiff

vs.

FRANCIS ROWLES

Defendant

:
:
: No. 2008-1115 CD
:
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:
: CIVIL ACTION
:

WRIT OF EXECUTION NOTICE

THIS PAPER IS A WRIT OF EXECUTION. IT HAS BEEN ISSUED BECAUSE THERE IS A JUDGMENT AGAINST YOU. IT MAY CAUSE YOUR PROPERTY TO BE HELD OR TAKEN TO PAY THE JUDGMENT. YOU MAY HAVE LEGAL RIGHTS TO PREVENT YOUR PROPERTY FROM BEING TAKEN. A LAWYER CAN ADVISE YOU MORE SPECIFICALLY OF THESE RIGHTS. IF YOU WISH TO EXERCISE YOUR RIGHTS, YOU MUST ACT PROMPTLY.

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Court Administrator
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(570) 893-4016

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BLUESTONE INVESTMENTS INC.

Plaintiff

vs.

FRANCIS ROWLES

Defendant(s)

:
:
:
:
:
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:
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:

No. 2008-1115 CD

CIVIL ACTION

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named defendant, claim exemption of property from levy or attachment:

- (1) From my personal property in my possession which has been levied upon,
(a) I desire that my \$300 statutory exemption be
___ (i) set aside in kind (specify property to be set aside
in kind): _____
___ (ii) paid in cash following the sale of the property
levied upon; or
(b) I claim the following exemption (specify property and
basis of exemption): _____
(2) From my property which is in the possession of a third party, I claim the following
exemptions: _____
(a) my \$300 statutory exemption: ___ in cash; ___ in
kind(specify property): _____;
(b) Social Security benefits on deposit in the amount of
\$ _____;
(c) other (specify amount and basis of exemption): _____

I request a prompt court hearing to determine the exemption. Notice of the hearing should be
given to me at _____

(Address)

(Telephone Number)

I verify that the statements made in this Claim for Exemption are true and correct. I
understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §
4904 relating to unsworn falsification to authorities.

Date: _____

Defendant

THIS CLAIM TO BE FILED WITH THE OFFICE
OF THE SHERIFF OF CLEARFIELD COUNTY:
1 North 2nd Street, Suite 116, CLEARFIELD PA 16830
814/765-2641

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 STATUTORY EXEMPTION
2. BIBLES, SCHOOL BOOKS, SEWING MACHINES, UNIFORMS
AND EQUIPMENT
3. MOST WAGES AND UNEMPLOYMENT COMPENSATION
4. SOCIAL SECURITY BENEFITS
5. CERTAIN RETIREMENT FUNDS AND ACCOUNTS
6. CERTAIN VETERAN AND ARMED FORCES BENEFITS.
7. CERTAIN INSURANCE PROCEEDS
8. SUCH OTHER EXEMPTIONS AS MAY BE PROVIDED BY LAW

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21570
NO: 08-1115-CD

PLAINTIFF: BLUESTONE INVESTMENTS INC.
vs.
DEFENDANT: FRANCIS ROWLES

Execution PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 2/1/2013

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 7/29/2013

(LG)
FILED NoCC
5 0 3:48 PM
JUL 29 2013

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

2/21/2013 @ 1:40 PM SERVED FRANCIS ROWLES

SERVED FRANCIS ROWLES, DEFENDANT, AT HIS ADDRESS 107 CROFT ROAD, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO GLENDA ROWLES

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

@ SERVED

NOW, JULY 29, 2013 AFTER SEVERAL ATTEMPTS TO FIND PROPERTY TO LEVY, RETURNING WRIT AS NOTHING OF VALUE TO LEVY.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21570
NO: 08-1115-CD

PLAINTIFF: BLUESTONE INVESTMENTS INC.
vs.
DEFENDANT: FRANCIS ROWLES

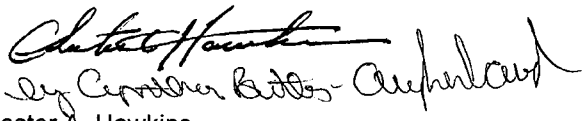
Execution PERSONAL PROPERTY

SHERIFF RETURN

SHERIFF HAWKINS \$58.84

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BLUESTONE INVESTMENTS INC.
Plaintiff

vs.

FRANCIS ROWLES

Defendant(s)

No. 2008-1115 CD

WRIT OF EXECUTION
(MONEY JUDGMENTS)

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

To satisfy the judgment, interest and cost against FRANCIS ROWLES, Defendant(s);

(1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein; (Inquisition and Exemption Laws (are) (are not) waived.

(2) You are also directed to attach the property of the defendant not levied upon in the possession of.....

.....Garnishee(s)

and to notify the Garnishee(s) that

(a) an attachment has been issued;

(b) the garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.

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Less Payments \$ 0.00
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Poundage \$ 282.70

Prothonotary costs \$ 135.00

Total \$ 18,163.00 plus add'l costs \$

DATED Jan 31, 2013
(SEAL)

[Signature]
Prothonotary - Clearfield County
Court of Common Pleas, CLEARFIELD County

Attorney File#: 1071094

By

[Signature]
Deputy

This writ this 18 day
February A.M. 2013
3:00 A.M. (M)

[Signature]
Sheriff Det. Anthony Butler - Clearfield

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BLUESTONE INVESTMENTS INC.

Plaintiff

vs.

FRANCIS ROWLES

Defendant

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: No. 2008-1115 CD
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Plaintiff

vs.

FRANCIS ROWLES

Defendant(s)

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: No. 2008-1115 CD
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basis of exemption):
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(a) my \$300 statutory exemption: ___ in cash; ___ in
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(b) Social Security benefits on deposit in the amount of
\$ _____;
(c) other (specify amount and basis of exemption):

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(Address)

(Telephone Number)

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6. CERTAIN VETERAN AND ARMED FORCES BENEFITS.
7. CERTAIN INSURANCE PROCEEDS
8. SUCH OTHER EXEMPTIONS AS MAY BE PROVIDED BY LAW

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME FRANCIS ROWLES

NO. 08-1115-CD

NOW, July 29, 2013, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Francis Rowles to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR	9.00
SERVICE	9.00
MILEAGE	2.00
LEVY	
MILEAGE	
POSTING	
HANDBILLS	
COMMISSION	0.00
POSTAGE	1.84
HANDBILLS	
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
ADD'L POSTING	
ADD'L MILEAGE	8.00
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	9.00
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$58.84

DEBT-AMOUNT DUE	14,135.03
INTEREST @ %	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	346.00
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	3,399.27
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$18,094.14

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	58.84
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

TOTAL COSTS	\$193.84
TOTAL COSTS	\$18,094.14

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff