

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

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

BLUESTONE INVESTMENTS INC.

Plaintiff

No. 2008-1115-CD

vs.

FRANCIS ROWLES

Defendant

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

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
M 11:51A.M 6K
JUN 19 2008
ATTY PAID
95.00
ECC SHERIFF
WM

William A. Shaw
Prothonotary/Clerk of Courts

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

BLUESTONE INVESTMENTS, INC.

Plaintiff

No. 2008-1115-CD

vs.

FRANCIS ROWLES

Defendant(s)

CIVIL ACTION

C O M P L A I N T

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.

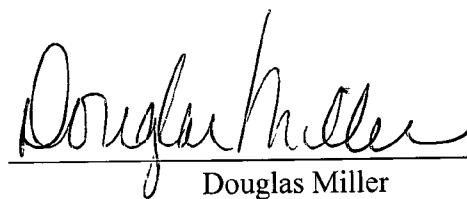
AMATO AND ASSOCIATES, P.C.

By: 

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

Finn L. Kohl (SEAL)

(SEAL.)

WITNESS:

John M. Manwells



Exhibit A

BILL OF SALE & ASSIGNMENT

SALE ID: DB41-272

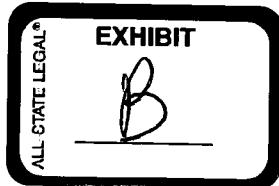
The undersigned Assignor ("Assignor") on and as of the date hereof hereby absolutely sells, transfers, assigns, sets-over, quitclaims and conveys to Blue Stone Investments, ("Buyer") a Pennsylvania corporation ("Assignee") without recourse and without representations or warranties of any type, kind, 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



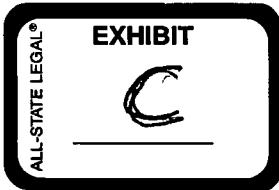


BLUESTONE INVESTMENTS, INC.

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

FILED
07/24/2008
JUN 24 2008

William A. Shaw
Prothonotary/Clerk of Courts

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 B&T with
a reason for

Filed on Behalf of:

SO:

Glenda F Rowles
(Plaintiff/Defendant)

vs.

Francis L. Rowles
(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
13546
JUL 11 2008
NO CC

William A. Shaw
Prothonotary/Clerk of Courts

To whom it may concern

July 9 08

I (Francis) 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 ac^t. 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
814 968 7658

卷之三

JULY 1 2008

William A. Shaw
Honorary Clerk of Courts

1. *Stenocercus* *leucostictus* (Wiegmann)

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
01:55 AM
OCT 03 2008
S
William A. Shaw
Prothonotary/Clerk of Courts
LM

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



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

MJ
(Filed by)

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

(Address)

Bethlehem PA 18017

(Phone)

A
(Signature)

FILED ^{1CC}
m/14/08 by Atty Kennedy
NOV 17 2008
OK

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

BLUESTONE INVESTMENTS, INC.

Plaintiff	:	No. 2008-1115 CD
vs.	:	
	:	
	:	
	:	CIVIL ACTION
Defendant(s)	:	

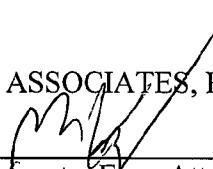
PLAINTIFF'S MOTION FOR JUDGMENT ON THE PLEADINGS

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
Bethlehem, PA 18017
(610) 866-0400
A DEBT COLLECTION LAW FIRM

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

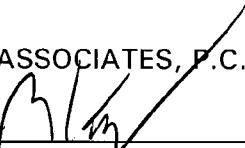
BLUESTONE INVESTMENTS INC.

Plaintiff : No. 2008-1115 CD
vs. :
FRANCIS ROWLES : CIVIL ACTION
Defendant(s) :
:

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
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

1071044

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

BLUESTONE INVESTMENTS INC.

Plaintiff

No. 2008-1115-CD

VS.

FRANCIS ROWLES

Defendant

CIVIL ACTION

N O T I C E

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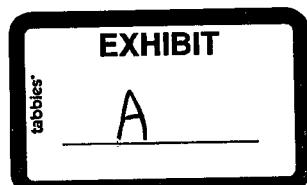
Daniel J. Nelson, Court Administrator
Clearfield County Courthouse
Clearfield PA 16830
Telephone No.(814) 765-2641, Ext 5982

AMATO AND ASSOCIATES, P.C.

By: Ronald Amato

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

CO
FILED
11.51am
JUN 19 2008



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

BLUESTONE INVESTMENTS, INC.

Plaintiff

No. 2008-1115-CD

vs.

FRANCIS ROWLES

CIVIL ACTION

Defendant(s)

C O M P L A I N T

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.
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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.

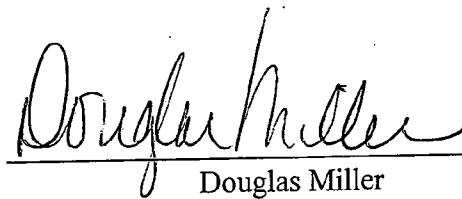
AMATO AND ASSOCIATES, P.C.

By: 

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

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 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	IUI 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.)

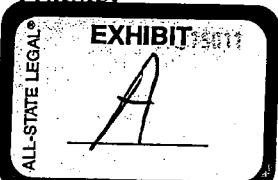
NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.

03-01-00 NRE



*177017703597CEA8000PA8750110**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.

PAB75012

03-01-00 NRE



*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:

Finis L. Tolson (SEAL)

(SEAL)

(SEAL)

WITNESS:

Jeanne M. Mawtho



Exhibit A

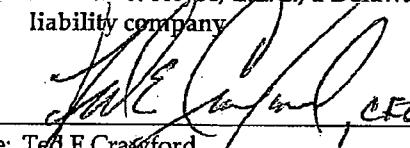
BILL OF SALE & ASSIGNMENT

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).

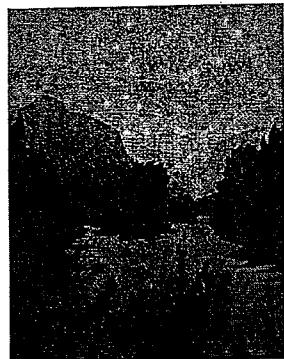
Dated this 31st day of July, 2007

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



Name: Ted E Crawford
Title: Chief Financial Officer



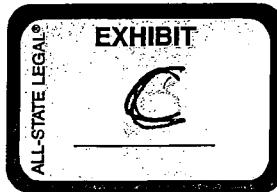


BLUESTONE INVESTMENTS, INC.

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 B/T with
a reason for

vs.

Francis L. Rowles
(Defendant)

Filed on Behalf of:

Glenda F. Rowles
(Plaintiff/Defendant)

so:

107 Croft Rd
(Street Address)

Clearfield PA 16830
(City, State ZIP)

Glenda F. Rowles
(Filed by)

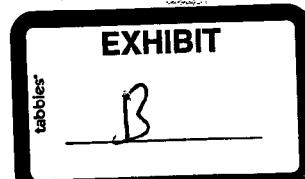
107 Croft Rd
(Address)

Clearfield PA 16830
(Phone)

Glenda F. Rowles
(Signature)

FILED
07/11/2008
JUL 11 2008

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 account 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
814 968 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

5
FILED
1/3/2009 4:00 PM
DEC 15 2008 Atty
Amato
William A. Shaw
Prothonotary/Clerk of Courts
G.D.

FILED
DEC 15 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10/15/08

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 : No. 2008-1115 CD

vs. :

FRANCIS ROWLES

: CIVIL ACTION

S, **FILED**, cc AAA
m/1:48cm Amato
JAN 12 2009

Defendant(s) :

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 : No. 2008-1115 CD

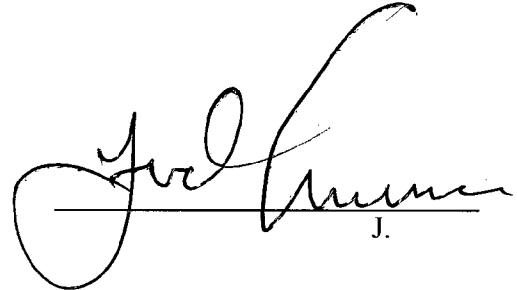
vs.

FRANCIS ROWLES

Defendant(s) : CIVIL ACTION

ORDER

AND NOW, this 21st day of January, ²⁰⁰⁹^{FSIA}, 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.



FILED

JAN 21 2009
0710 156
S William A. Shaw
Prothonotary/Clerk of Courts

2 copy to
Attle

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

BLUESTONE INVESTMENTS INC.

Plaintiff : No. 2008-1115 CD

VS.

FRANCIS ROWLES

: CIVIL ACTION

Defendant :

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:

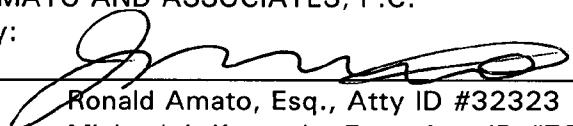
Debt	\$14,135.03
Total	\$14,135.03

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 *Att'y pd.* 20.00
mt2:01/07/09
FEB 06 2009 ICC Notice
to Def.
S William A. Shaw
Prothonotary/Clerk of Courts
Statement to Atty
(610)

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

BLUESTONE INVESTMENTS INC.

Plaintiff : No. 2008-1115 CD

vs.

FRANCIS ROWLES

: CIVIL ACTION

Defendant :

CERTIFICATION OF ADDRESSES

I do certify that the precise last known address of the within named plaintiff is:

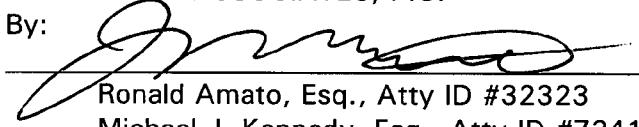
c/o Amato and Associates, P.C.
107 North Commerce Way
Bethlehem PA 18017

I do certify that the precise last known address of the within named defendant is:

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 : No. 2008-1115 CD
vs. :
FRANCIS ROWLES :
Defendant(s) : CIVIL ACTION

AFFIDAVIT OF NON-MILITARY SERVICE

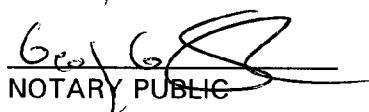
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF NORTHAMPTON :

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;

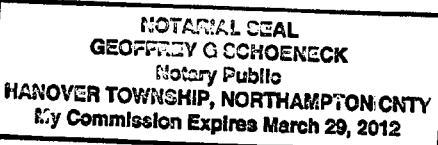
That Francis Rowles is over 18 years of age, resides at 107 CROFT ROAD, CLEARFIELD PA 16830 and is employed;



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 : No. 2008-1115 CD

vs. :

FRANCIS ROWLES

Defendant(s) : 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. Lohr
Prothonotary/
Clerk of Courts

FILED

FEB 06 2009

William A. Shaw
Prothonotary/Clerk of Courts

2009-01-06 10:45 AM 131

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

BLUESTONE INVESTMENTS INC.

Plaintiff : No. 2008-1115 CD

vs.

FRANCIS ROWLES

: CIVIL ACTION

Defendant :

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, 2009.

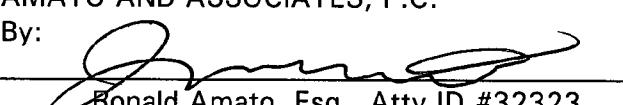
() A COPY OF ALL DOCUMENTS FILED WITH THE PROTHONOTARY OF CLEARFIELD COUNTY IN SUPPORT OF THE WITHIN JUDGMENT IS/ARE ENCLOSED.


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

: No. 2008-1115 CD

vs.

FRANCIS ROWLES

Defendant(s)

PRAECIPE FOR WRIT
EXECUTION
(MONEY JUDGMENT)

FILED *1B*

JAN 31 2013
5 PM 12:50 (W)
William A. Shaw
Prothonotary/Clerk of Courts
6 Court Wkrs

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

(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

\$135.00

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 2017
William A. Shaw
Prothonotary/Clerk of Courts

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

BLUESTONE INVESTMENTS INC.

Plaintiff

: No. 2008-1115 CD

vs.

FRANCIS ROWLES

: WRIT OF EXECUTION
: (MONEY JUDGMENTS)

Defendant(s)

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; (Irquisition 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

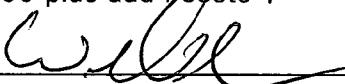
Poundage \$ 282.70

Prothonotary costs

\$ 135.00

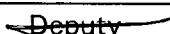
Total \$ 18,163.00 plus add'l costs \$

DATED 3pm 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 : No. 2008-1115 CD

vs.

FRANCIS ROWLES

: CIVIL ACTION

Defendant(s) :

CERTIFICATION OF DEFENDANT(s) ADDRESS FOR SERVICE

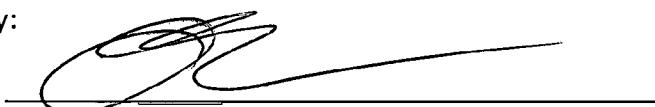
I do certify that the precise last known address of the within named defendant(s) is the address provided below, and request that the Sheriff serve the above named defendant(s) at:

107 CROFT ROAD
CLEARFIELD PA 16830

AMATO AND LESSA, P.C.

By:

Dated: 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

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

BLUESTONE INVESTMENTS INC.

Plaintiff

: No. 2008-1115 CD

vs.

FRANCIS ROWLES

Defendant(s)

: CIVIL ACTION

WAIVER OF WATCHMAN

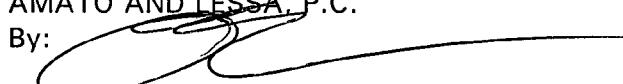
To the Sheriff:

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 : No. 2008-1115 CD

vs.

FRANCIS ROWLES

Defendant : CIVIL ACTION

WRIT OF EXECUTION NOTICE

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THE LAW PROVIDES THAT CERTAIN PROPERTY CANNOT BE TAKEN. SUCH PROPERTY IS SAID TO BE EXEMPT. THERE IS A DEBTOR'S EXEMPTION OF \$300. THERE ARE OTHER EXEMPTIONS WHICH MAY BE APPLICABLE TO YOU. A SUMMARY OF SOME OF THE MAJOR EXEMPTIONS ARE LISTED ON THE NEXT PAGE. YOU MAY HAVE OTHER EXEMPTIONS OR OTHER RIGHTS.

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Court Administrator
Clinton County Courthouse
230 East Water Street
Lock Haven, PA 17745
(570) 893-4016

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

BLUESTONE INVESTMENTS INC.

Plaintiff

: No. 2008-1115 CD

vs.

FRANCIS ROWLES

Defendant(s)

: 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 of 3:48pm
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 Hawkins
by C. A. Hawkins - Clerk*
Chester A. Hawkins
Sheriff

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

BLUESTONE INVESTMENTS INC.

Plaintiff

: No. 2008-1115 CD

vs.

FRANCIS ROWLES

: WRIT OF EXECUTION
: (MONEY JUDGMENTS)

Defendant(s)

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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Statutory Interest

From February 6, 2009 \$ 3,399.27

Less Payments \$ 0.00

Costs \$ 346.00

Poundage \$ 282.70

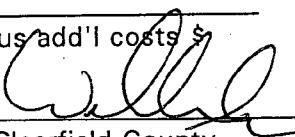
Prothonotary costs \$ 135.00

Total

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

DATED Jan 31, 2013

(SEAL)


Prothonotary - Clearfield County
Court of Common Pleas, CLEARFIELD County

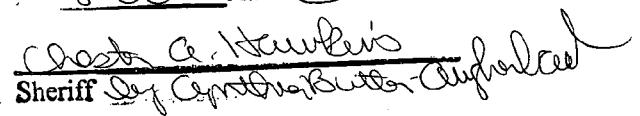
By

Attorney File#: 1071094

Deputy

I do hereby write this 1st day

February 1, 2013
3:00 A.M. (M)


Sheriff Sgt. Cynthia Butler - Aufholz

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

BLUESTONE INVESTMENTS INC.

Plaintiff : No. 2008-1115 CD

vs. :

FRANCIS ROWLES

: CIVIL ACTION

Defendant :

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Defendant(s) :

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(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
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(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):

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given to me at _____

_____ (Address) _____ (Telephone Number)

I verify that the statements made in this Claim for Exemption are true and correct. I
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4904 relating to unsworn falsification to authorities.

Date: _____
Defendant

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OF THE SHERIFF OF CLEARFIELD COUNTY:
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814/765-2641

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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 SERVICE	9.00	DEBT-AMOUNT DUE	14,135.03
MILEAGE	9.00	INTEREST @ %	0.00
LEVY	2.00	FROM TO	
MILEAGE POSTING		PROTH SATISFACTION	
HANDBILLS		LATE CHARGES AND FEES	
COMMISSION	0.00	COST OF SUIT-TO BE ADDED	346.00
POSTAGE	1.84	FORECLOSURE FEES	
HANDBILLS		ATTORNEY COMMISSION	
DISTRIBUTION		REFUND OF ADVANCE	
ADVERTISING		REFUND OF SURCHARGE	20.00
ADD'L SERVICE		SATISFACTION FEE	
ADD'L POSTING		ESCROW DEFICIENCY	
ADD'L MILEAGE	8.00	PROPERTY INSPECTIONS	
ADD'L LEVY		INTEREST	3,399.27
BID/ SETTLEMENT AMOUNT		MISCELLANEOUS	
RETURNS/DEPUTIZE	9.00	TOTAL DEBT AND INTEREST	\$18,094.14
COPIES	15.00		
BILLING/PHONE/FAX	5.00	COSTS:	
CONTINUED SALES		ADVERTISING	0.00
MISCELLANEOUS		TAXES - COLLECTOR	
TOTAL SHERIFF COSTS	\$58.84	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