EOD AUG 20 2003

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re		Chapter 11
Conseco, Inc , et al ,	:	Case No 02 B 49672 (Jointly Administered)
Debtors		Honorable Carol A Doyle
		Docket Under 02 B 49672

NOTICE OF WITHDRAWAL OF PROOFS OF CLAIM

TO PLEASE SEE ATTACHED SERVICE LIST

PLEASE TAKE NOTICE that American Modern Home Insurance Company and certain of its affiliates[1] hereby withdraw each of their **Proofs of Claim** filed on May 22, 2003 in the above-captioned bankruptcy proceeding This withdrawal is without prejudice to any and all administrative expense priority claims of the American Modern Group, all of which are expressly and fully reserved

Dated August 19, 2003

By _____
One of Their Attorneys

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
AUG 19 2003
KENNETH S GARDNER, CLERK
PS REP. - DR

Forrest B Lammiman (#6208652)
Courtney B Engelbrecht (#6277432)
FORD, BISSELL & BROOK
115 South LaSalle Street
Chicago, Illinois 60603
(312) 443-0700

and

William T Hayden
KATZ, TELLER, BRANT & HILD
255 East Fifth Street
Suite 2400
Cincinnati, Ohio 45202-4787

[1] American Modern Home Insurance Company and certain of its affiliates include the following companies American Modern Home Insurance Company, American Family Home Insurance Company, American Southern Home Insurance Company, American Western Home Insurance Company, G U I C Insurance Company and American Modern Life Insurance Company (collectively and hereinafter, the "American Modern Group")

CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that I caused a true and correct copy of the foregoing **Notice of Withdrawal of Proofs of Claim** to be served this 19th day of August, 2003, by U S. mail, postage prepaid, upon the following

Roger Higgins
KIRKLAND & ELLIS
200 East Randolph Street
Chicago, Illinois 60601

Bankruptcy Management Corporation
Attn Conseco Claims
1330 East Franklin Ave
El Segundo, CA 90245

Courtney B. Engelbrecht

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS

PROOF OF CLAIM

Name of Debtor Against Which You Assert Your Claim

YOU MUST SELECT A DEBTOR AGAINST WHOM YOU ASSERT YOUR CLAIM YOU SELECT A DEBTOR BY CHECKING ONE BOX ON THE OTHER SIDE OF THIS NOTICE NOTE Check one box only Creditors holding claims against more than one Debtor must file a separate claim in the case of each Debtor against whom the creditor asserts a claim A creditor will be bound by the Debtor named in its proof of claim

03103104006440

YOUR CLAIM IS SCHEDULED AS

CONSECO AGENCY INC (03-04693-CAD)

$12 380 566 00 UNSECURED

NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case A request for payment of an administrative expense may be filed pursuant to 11 U S C § 503

Name of Creditor and Address

03103104006440

~~AMERICAN MODERN INSURANCE~~
7000 MIDLAND BLVD
AMELIA OH 45102-2608

See Exhibit A attached hereto

Creditor Telephone Number ( ) See Exhibit A attached hereto

☑ Check box if you are aware that anyone else has filed a proof of claim relating to your claim Attach copy of statement giving particulars See Exhibit B attached hereto

☐ **Check box if you have never received any notices from the bankruptcy court in this case**

☐ Check box if this address differs from the address on the envelope sent to you by the court

The amounts reflected above if any constitute your claim as scheduled by the Debtor If you agree with the amounts set forth herein and have no other claim against the Debtor you do not need to file this proof of claim EXCEPT as stated below

If the amounts shown above are listed as Contingent Unliquidated or Disputed a proof of claim must be filed

If you have already filed a proof of claim with the Bankruptcy Court or BMC you do not need to file

CREDITOR TAX I D #	ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR	Check here if this claim ☐ replaces or ☐ amends a previously filed claim dated N/A
See Exhibit A attached hereto	See Exhibit C attached hereto	

1 BASIS FOR CLAIM

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Bondholder
☐ Personal injury/wrongful death
☐ Taxes
☑ Other (describe briefly) Insurance premium
☐ Retiree benefits as defined in 11 U S C § 1114(a
☐ Wages salaries and compensation (Fill out below)
Your social security number _____
Unpaid compensation for services performed from _____ (date) to _____ (date)

2 DATE DEBT WAS INCURRED continuing

3 IF COURT JUDGMENT, DATE OBTAINED N/A

4 TOTAL AMOUNT OF CLAIM

$ 0 (unsecured)	$ Not less than 13,229,993 (secured)	$ Undetermined applies to post-petition performance (unsecured priority)	$ Not less than $13,229,993 (total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below

☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim Attach itemized statement of all interest or additional charges

5 SECURED CLAIM

☑ Check this box if your claim is secured by collateral (including a right of setoff)

Brief description of collateral

☐ Real Estate
☐ Motor Vehicle
☑ Other See Exhibit D attached hereto

Value of collateral $ Not less than 13,229,993

Amount of arrearage and other charges at time case filed included in secured claim above if any $ N/A

6 UNSECURED PRIORITY CLAIM

☐ Check this box if you have an unsecured priority claim

Specify the priority of the claim

☐ Wages salaries or commissions (up to $4 650*) earned within 90 days before filing of the bankruptcy petition or cessation of the Debtor's business whichever is earlier - 11 U S C § 507(a)(3)
☐ Contributions to an employee benefit plan - 11 U S C § 507(a)(4)
☐ Up to $2 100* of deposits toward purchase lease or rental of property or services for personal family or household use 11 U S C § 507(a)(6)
☐ Alimony maintenance or support owed to a spouse former spouse or child -11 U S C § 507(a)(7)
☐ Taxes or penalties owed to governmental units - 11 U S C § 507(a)(8)
☐ Other - Specify applicable paragraph of 11 U S C § 507(a) _____

Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment

7 CREDITS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim

8 SUPPORTING DOCUMENTS *Attach copies of supporting documents* such as promissory notes purchase orders invoices, itemized statements of running accounts contracts court judgments mortgages security agreements and evidence of perfection of lien DO NOT SEND ORIGINAL DOCUMENTS If the documents are not available explain If the documents are voluminous attach a summary See Exhibit E attached hereto

9 DATE-STAMPED COPY **To receive an acknowledgment of your claim, please enclose a self-addressed stamped envelope and an additional copy of your claim**

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 4 00 pm, Central Time on May 22, 2003

BY MAIL TO
Bankruptcy Management Corporation
ATTN Conseco Inc Claims
P O BOX 1042
El Segundo CA 90245-1042

BY HAND OR OVERNIGHT DELIVERY TO
Bankruptcy Management Corporation
ATTN Conseco Inc Claims
1330 East Franklin Avenue
El Segundo CA 90245

THIS SPACE FOR COURT USE ONLY

FILED
MAY 22 2003
BMC

DATE SIGNED	**SIGN** and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any)
5/21/03	Michael Flowers, Vice President Michael Flowers

Penalty for presenting fraudulent claim is a fine of up to $500 000 or imprisonment for up to 5 years or both 18 U S C

Conseco Finance Credit Corp
4701000019

Name of Debtor Against Which You Assert Your Claim
Check One Box Only

- ☐ Conseco Finance Corp (02-49675-CAD)
- ☐ Conseco Finance Servicing Corp (02-49676-CAD)
- ☐ Conseco Agency of Alabama Inc (03-04692-CAD)
- ☐ Conseco Agency Inc (03-04693-CAD)
- ☐ Conseco Agency of Kentucky Inc (03-04694-CAD)
- ☐ Conseco Agency of Nevada Inc (03-04695-CAD)
- ☐ Conseco Agency of New York Inc (03-04696-CAD)
- ☐ Crum-Reed General Agency Inc (03-04697-CAD)
- ☐ Conseco Finance Canada Company (03-04698-CAD)
- ☐ Conseco Finance Canada Holding Company (03-04699-CAD)
- ☐ Conseco Finance Corp - Alabama (03-04700-CAD)
- ☒ Conseco Finance Credit Corp (03-04701-CAD)
- ☐ Conseco Finance Consumer Discount Company (03-04702-CAD)
- ☐ Conseco Finance Loan Company (03-04703-CAD)
- ☐ Conseco Finance Net Interest Margin Finance Corp I (03-04704-CAD)
- ☐ Conseco Finance Net Interest Margin Finance Corp II (03-04705-CAD)
- ☐ Green Tree Floorplan Funding Corp (03-04706-CAD)
- ☐ Green Tree Finance Corp - Two (03-04707-CAD)
- ☐ Landmark Manufactured Housing Inc (03-04708-CAD)
- ☐ Rice Park Properties Corporation (03-04709-CAD)

INSTRUCTIONS FOR FILING PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law In particular types of cases or circumstances such as bankruptcy cases that are not filed voluntarily by a debtor there may be exceptions to the general rules

--- DEFINITIONS ---

Debtor

The person corporation or other entity that has filed a bankruptcy case is called the debtor

Creditor

A creditor is any person corporation or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed

Proof of Claim

A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim) This form must be filed with the court appointed Claims Agent Bankruptcy management Corporation at the address listed on the reverse side of this page

Secured Claim

A claim is a secured claim to the extent that the creditor has a lien on property of the debtor (collateral) that gives the creditor the right to be paid from that property before creditors who do not have liens on the property

Examples of liens are a mortgage on real estate and a security interest in a car truck boat television set, or other item of property A lien may have been obtained through a court proceeding before a bankruptcy case began in some states a court judgment is a lien In addition to the extent a creditor also owes money to the debtor (has a right of setoff) the creditor's claim may be a secured claim (See also Unsecured Claim)

Unsecured Claim

If a claim is not secured claim it is an unsecured claim A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full

Unsecured Priority Claim

Certain types of unsecured claims are given priority so they are to be paid in bankruptcy cases before most other unsecured claims (if there is sufficient money or property available to pay these claims) The most common types of priority claims are listed on the proof of claim form Unsecured claims that are not specifically given priority status by the bankruptcy laws are classified as Unsecured Nonpriority Claims

Items to be completed in Proof of Claim form (if not already filled in)

Court, Name of Debtor, and Case Number

Fill in the name of the federal judicial district where the bankruptcy case was filed (for example District of Delaware) the name of the debtor in the bankruptcy case and the bankruptcy case number If you received a notice of the case from the Claims Agent Bankruptcy Management Corporation all of this information is near the top of the notice

Information about Creditor

If not already accurately pre printed omplete the section giving the name address and telephone number of the creditor to whom the debtor owes money or property and the debtor's account number if any If (a) anyone else has already filed a proof of claim relating to this debt (b) if you never received notices from the bankruptcy court about this case (c) if your address differs from that to which the Claims Agent sent this notice or (d) if this proof of claim replaces or amends a proof of claim that was already filed check the appropriate boxes on the form

1 Basis for Claim

Check the type of debt for which the proof of claim is being filed If the type of debt is not listed check Other and briefly describe the type of debt If you were an employee of the debtor fill in your social security number and the dates of work for which you were not paid

2 Date Debt Incurred

Fill in the date when the debt was first owed by the debtor

3 Court Judgments

If you have a court judgment for this debt state the date the court entered the judgment

4 Total Amount of Claim at Time Case Filed

Fill in the total amount of the entire claim If interest or other charges in addition to the principal amount of the claim are included check the appropriate place on the form and attach an itemization of the interest and charges

5 Secured Claim

If your claim is a secured claim check the appropriate boxes in this section You must state the type and value of property that is collateral for the claim attach copies of the documentation of your lien and state the amount past due on the claim as of the date the bankruptcy case was filed A claim may be partly secured and partly unsecured (See DEFINITIONS above)

6 Unsecured Priority Claim

If your claim is an unsecured priority claim (See DEFINITIONS above) check the appropriate boxes in this section and state the amount entitled to priority A claim may be partly priority and partly nonpriority if for example the claim is more than the amount given priority by the law Check the appropriate place to specify the type of priority claim

7 Credits

By signing this proof of claim you are stating under oath that in calculating the amount of your claim you have given the debtor credit for all payments received from the debtor

8 Supporting Documents

You must attach to this proof of claim form copies of documents that show the debtor owes the debt claimed or if the documents are too lengthy a summary of those documents If documents are not available you must attach an explanation of why they are not available

Please read – important information upon completion of this claim form, you are certifying that the statements herein are true

Be sure to date the claim and place original signature of claimant or person making the claim for creditor where indicated at the bottom of the claim form Please type or print name of individual under the signature Be sure all items are answered on the claim form If not applicable insert Not Applicable

Return claim form and attachments if any and a second copy with any attachments to the Claims Agent Bankruptcy Management Corporation at the address on the front of this form

EXHIBIT A

American Modern Home Insurance Company is filing this claim on its behalf and on behalf of its affiliated companies as set forth below *

Company Name	Tax I D No	Telephone Number
American Modern Home Insurance Company	31-0715697	(513) 943-7200
American Family Home Insurance Company	31-0711074	(513) 943-7200
American Southern Home Insurance Company	59-2236254	(513) 943-7200
American Western Home Insurance Company	31-0920414	(513) 943-7200
G U I C Insurance Company	38-2342976	(513) 943-7200
American Modern Life Insurance Company	86-6052181	(513) 943-7200
American Modern Home Service Company	31-1279157	(513) 943-7200
American Modern Lloyds Insurance Company	31-1056196	(513) 943-7200
Service Sentry Warranty Corp	34-1894203	(513) 943-7200

* Please direct all inquiries to Michael Flowers, Vice President and Chief Counsel, at (513) 947-5310

EXHIBIT B

A number of Debtors are collectively liable to the Creditors listed in Exhibit A and a Proof of Claim in identical form is being filed by those Creditors with respect to each Debtor

EXHIBIT C

Account Numbers by which Creditor identifies Debtor

Agency No		Agent Name on System
033250	GREEN TREE	CONSECO AGENCIES
033250	GREEN TREE	CONSECO AGENCIES
033250	GREEN TREE	CONSECO AGENCIES
033250	GREEN TREE	CONSECO AGENCIES
033250	GREEN TREE	CONSECO AGENCIES
033250	GREEN TREE	CONSECO AGENCIES
044370	GREEN TREE	CONSECO AGENCIES
200001	GREEN TREE	GREEN TREE AGENCY INC
200001	GREEN TREE	GREEN TREE AGENCY INC
203001	GREEN TREE	GREEN TREE AGENCY INC
203001	GREEN TREE	GREEN TREE AGENCY INC
204001	GREEN TREE	GREEN TREE AGENCY INC
204001	GREEN TREE	GREEN TREE AGENCY INC
204002	GREEN TREE	CONSECO AGENCIES
204002	GREEN TREE	CONSECO AGENCIES
204002	GREEN TREE	CONSECO AGENCIES
204002	GREEN TREE	CONSECO AGENCIES
204002	GREEN TREE	CONSECO AGENCIES
204002	GREEN TREE	CONSECO AGENCIES
204002	GREEN TREE	CONSECO AGENCIES
204004	GREEN TREE	CONSECO AGENCIES
204004	GREEN TREE	CONSECO AGENCIES
204005	GREEN TR	CONSECO AGENCIES
204006	GREEN TR	CONSECO AGENCIES
204006	GREEN TR	GREEN TREE AGENCY INC
204006	GREEN TR	CONSECO AGENCIES
204006	GREEN TR	CONSECO AGENCIES
204006	GREEN TR	CONSECO AGENCIES
204006	GREEN TR	CONSECO AGENCIES
204006	GREEN TR	CONSECO AGENCIES
204007	GREEN TR	GREEN TREE AGENCY INC
204007	GREEN TR	GREEN TREE AGENCY INC
204007	GREEN TR	GREEN TREE AGENCY INC
204222	GREEN TREE	CONSECO AGENCIES
204222	GREEN TREE	CONSECO AGENCIES
204222	GREEN TREE	CONSECO AGENCIES
204222	GREEN TREE	CONSECO AGENCIES
204222	GREEN TREE	CONSECO AGENCIES
204222	GREEN TREE	CONSECO AGENCIES
204333	GREEN TREE	CONSECO AGENCIES
204333	GREEN TREE	CONSECO AGENCIES
204333	GREEN TREE	CONSECO AGENCIES
204333	GREEN TREE	CONSECO AGENCIES
204334	GREEN TREE	CRUM-REED GENERAL AGENCY INC

Agency No		Agent Name on System
204334	GREEN TREE	CONSECO AGENCY
204334	GREEN TREE	CRUM-REED GENERAL AGENCY INC
204334	GREEN TREE	CRUM-REED GENERAL AGENCY INC
204335	GREEN TREE	CONSECO AGENCY
204335	GREEN TREE	CONSECO AGENCY
204335	GREEN TREE	CONSECO AGENCY
204340	GREEN TREE	GREEN TREE AGENCY INC
204340	GREEN TREE	GREEN TREE AGENCY INC
204340	GREEN TREE	GREEN TREE AGENCY INC
204341	GREEN TREE	CONSECO AGENCY
204341	GREEN TREE	CONSECO AGENCY
205015	GREEN TREE	CRUM REED GENERAL AGENCY
205015	GREEN TREE	CRUM REED GENERAL AGENCY
208001	GREEN TREE	CONSECO AGENCY
208001	GREEN TREE	CRUM-REED GENERAL AGENCY INC
208001	GREEN TREE	CRUM-REED GENERAL AGENCY INC
208001	GREEN TREE	CONSECO AGENCY
208001	GREEN TREE	CRUM-REED GENERAL AGENCY INC
208001	GREEN TREE	CRUM-REED GENERAL AGENCY INC
208001	GREEN TREE	CONSECO AGENCY
208001	GREEN TREE	CRUM-REED GENERAL AGENCY INC
208001	GREEN TREE	CRUM-REED GENERAL AGENCY INC
208001	GREEN TREE	CONSECO AGENCY
208002	GREEN TREE	GREEN TREE AGENCY INC
208003	GREEN TREE	CONSECO AGENCIES
208003	GREEN TREE	CONSECO AGENCIES
208003	GREEN TREE	CONSECO AGENCIES
208004	GREEN TREE	GREEN TREE AGENCY INC
208004	GREEN TREE	GREEN TREE AGENCY INC
208004	GREEN TREE	GREEN TREE AGENCY INC
208004	GREEN TREE	GREEN TREE AGENCY INC
208004	GREEN TREE	GREEN TREE AGENCY INC
208005	GREEN TREE	GREEN TREE AGENCY OF NEVADA INC
208005	GREEN TREE	GREEN TREE AGENCY OF NEVADA INC
208006	GREEN TREE	GREEN TREE AGENCY OF ALABAMA INC
208007	GREEN TREE	GREEN TREE AGENCY OF ALABAMA INC
208008	GREEN TREE	GREEN TREE AGENCY OF ALABAMA INC
208009	GREEN TREE	GREEN TREE AGENCY OF ALABAMA INC
208010	GREEN TREE	GREEN TREE AGENCY INC

Agency No		Agent Name on System
208010	GREEN TREE	GREEN TREE AGENCY INC
208010	GREEN TREE	GREEN TREE AGENCY INC
208010	GREEN TREE	GREEN TREE AGENCY INC
208010	GREEN TREE	GREEN TREE AGENCY INC
208010	GREEN TREE	GREEN TREE AGENCY INC
208011	GREEN TREE	GREEN TREE AGENCY INC
208011	GREEN TREE	GREEN TREE AGENCY INC
208011	GREEN TREE	GREEN TREE AGENCY INC
208011	GREEN TREE	GREEN TREE AGENCY INC
208011	GREEN TREE	GREEN TREE AGENCY INC
208011	GREEN TREE	GREEN TREE AGENCY INC
208012	GREEN TREE	GREEN TREE AGENCY INC
208012	GREEN TREE	GREEN TREE AGENCY INC
208013	GREEN TREE	GREEN TREE AGENCY INC
208014	GREEN TREE	GREEN TREE AGENCY INC
208015	GREEN TREE	CRUM REED GENERAL AGENCY
208015	GREEN TREE	CRUM REED GENERAL AGENCY
208016	GREEN TREE	CRUM REED GENERAL AGENCY
208016	GREEN TREE	CRUM REED GENERAL AGENCY
252224	GREEN TREE	GREEN TREE AGENCY INC
252225	GREEN TR	CRUM-REED GENERAL AGENCY INC
271001	GREEN TREE	GREEN TREE AGENCY INC
493001	GREEN TRE	GREEN TREE AGENCY INC
493001	GREEN TRE	GREEN TREE AGENCY INC
493001	GREEN TRE	GREEN TREE AGENCY INC
493001	GREEN TRE	GREEN TREE AGENCY INC
493001	GREEN TRE	GREEN TREE AGENCY INC
493001	GREEN TRE	GREEN TREE AGENCY INC
616009	GREEN TREE	GREEN TREE AGENCY INC
616009	GREEN TREE	GREEN TREE AGENCY INC
616009	GREEN TREE	GREEN TREE AGENCY INC
616009	GREEN TREE	GREEN TREE AGENCY INC
616009	GREEN TREE	GREEN TREE AGENCY INC
616010	GREEN TREE	GREEN TREE AGENCY INC
616010	GREEN TREE	GREEN TREE AGENCY INC
616010	GREEN TREE	GREEN TREE AGENCY INC
616010	GREEN TREE	GREEN TREE AGENCY INC
616010	GREEN TREE	GREEN TREE AGENCY INC
616011	GREEN TREE	GREEN TREE AGENCY INC
616011	GREEN TREE	GREEN TREE AGENCY INC
616011	GREEN TREE	GREEN TREE AGENCY INC
616011	GREEN TREE	GREEN TREE AGENCY INC
616011	GREEN TREE	GREEN TREE AGENCY INC
616020	GREEN TREE	CONSECO AGENCIES
616020	GREEN TREE	CONSECO AGENCIES
616020	GREEN TREE	CONSECO AGENCIES
616020	GREEN TREE	CONSECO AGENCIES
616020	GREEN TREE	CONSECO AGENCIES
616020	GREEN TREE	CONSECO AGENCIES

Agency No		Agent Name on System
616020	GREEN TREE	CONSECO AGENCIES
616021	GREEN TREE	CONSECO AGENCIES
616021	GREEN TREE	CONSECO AGENCIES
616021	GREEN TREE	CONSECO AGENCIES
616021	GREEN TREE	CONSECO AGENCIES
616021	GREEN TREE	CONSECO AGENCIES
616021	GREEN TREE	CONSECO AGENCIES
616021	GREEN TREE	CONSECO AGENCIES
616022	GREEN TREE	CONSECO AGENCIES
616022	GREEN TREE	CONSECO AGENCIES
616022	GREEN TREE	CONSECO AGENCIES
616022	GREEN TREE	CONSECO AGENCIES
616022	GREEN TREE	CONSECO AGENCIES
616023	GREEN TREE	CONSECO AGENCIES
616023	GREEN TREE	CONSECO AGENCIES
616023	GREEN TREE	CONSECO AGENCIES
616023	GREEN TREE	CONSECO AGENCIES
616024	GREEN TREE	CONSECO AGENCIES
616024	GREEN TREE	CONSECO AGENCIES
616024	GREEN TREE	CONSECO AGENCIES
616024	GREEN TREE	CONSECO AGENCIES
616024	GREEN TREE	CONSECO AGENCIES
616025	GREEN TREE	CONSECO AGENCIES
616025	GREEN TREE	CONSECO AGENCIES
616025	GREEN TREE	CONSECO AGENCIES
616025	GREEN TREE	CONSECO AGENCIES
616025	GREEN TREE	CONSECO AGENCIES
985025	GREEN TREE	CONSECO AGENCIES
986811	GREEN TREE	CONSECO AGENCIES
987029	GREEN TREE	GREEN TREE AGENCY INC
987029	GREEN TREE	GREEN TREE AGENCY INC

EXHIBIT D
(to be attached when Debtor is a finance entity)

A security interest in all of Debtor's now owned or hereafter acquired right, title and interest in and to (i) all payments, commissions, accounts and receivables of any kind arising from or in connection with the Contract, (ii) all rights of Debtor to collect or receive payment of insurance premiums and related fees, with respect to only those insurance policies that are the subject of those certain addenda dated November 1, 2000 between Creditor and certain insurance agency affiliates of Debtor, under the terms of finance agreements Debtor has with policyholders of Creditor for the financing of the purchase price of property that is insured by the Creditor, (iii) all rights of Debtor in or under or to the proceeds of or unearned premiums under such policies of insurance, and (iv) all products and proceeds of the foregoing

EXHIBIT F

SECURITY AGREEMENT
(Conseco Finance Credit Corp)

This **SECURITY AGREEMENT** is made as of November 1, 2000 by Conseco Finance Credit Corp , a New York corporation with its principal place of business at St Paul, Minnesota ("Debtor"), to and for the benefit of American Modern Home Insurance Insurance Company, for and on behalf of itself and American Western Home Insurance Company, American Family Home Insurance Company, American Southern Home Insurance Company and American Modern Lloyd's Insurance Company, corporations having their principal place of business at Amelia, Ohio (collectively referred to as the "Creditor")

RECITALS

WHEREAS, the Debtor and Creditor are parties to that certain Agreement dated November 1, 2000, as may be as amended from time to time by written addenda between the parties thereto (the "Contract") pursuant to which, among other things, Debtor agrees to serve as premium collection agent of Creditor, and

WHEREAS, as collateral security for the Debtor's performance of its obligations under the Contract, Debtor has agreed to grant a security interest in all of its right, title and interest in the Collateral described below to Creditor

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, it is agreed as follows

1 Security Interest As collateral security for the complete payment and performance by the debtor when due of the Secured Obligations (as defined below), Debtor hereby assigns, conveys and pledges to and grants a security interest in all of Debtor's now owned or hereafter acquired right, title and interest in and to (i) all payments, commissions, accounts and receivables of any kind arising from or in connection with the Contract, (ii) all rights of Debtor to collect or receive payment of insurance premiums and related fees, with respect to only those insurance policies that are the subject of those certain addenda dated November 1, 2000 between Creditor and certain insurance agency affiliates of Debtor, under the terms of finance agreements Debtor has with policyholders of Creditor for the financing of the purchase price of property that is insured by the Creditor, (iii) all rights of Debtor in or under or to the proceeds of or unearned premiums under such policies of insurance, and (iv) all products and proceeds of the foregoing (collectively, the "Collateral") As used herein, "Secured Obligations" means all indebtedness, liabilities and obligations of Debtor to Creditor arising under or in connection with the Contract and any modifications, amendments or supplements thereto and any replacements thereof

The security interest granted herein is made as security only and shall not subject Creditor to, or transfer or in any way affect or modify, any obligation of Debtor under the Contract or with respect to any of the Collateral or any transaction involving or giving rise thereto

2 Further Assurances Debtor shall do, make, execute and deliver all such additional and further acts, things, deeds, assurances and instruments as Creditor may request or require to more completely vest in and assure to Creditor its rights hereunder and in or to the Collateral Without limiting the generality of the foregoing, at the time of execution of this Security Agreement, Debtor shall execute and deliver to Creditor such UCC Financing Statements as Creditor shall request, in form and content satisfactory to Creditor

3 Remedies, Rights Upon Default In the case of default in the payment or performance, when due, of all or any portion of the Secured Obligations, Creditor may exercise in addition to all other rights and remedies granted to it in this Security Agreement all rights and remedies of a secured party under the Uniform Commercial Code of the applicable jurisdictions Without limiting the generality of the foregoing, Debtor expressly agrees that in any such event Creditor, without demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell or otherwise dispose of and deliver the Collateral or any part thereof, in one or more parcels at public or private sale or sales, at such prices as it may deem best Creditor shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption Debtor shall remain liable for any deficiency remaining unpaid after application of any such proceeds to the Secured Obligations Debtor agrees that Creditor need not give more than twenty (20) days' notice of the time a sale may take place and that such notice is reasonable notification of such matters The proceeds of any sale, disposition or other realization upon all or any part of the Collateral shall be applied and distributed first, to Creditor in an amount sufficient to pay in full the reasonable expenses, liabilities and advances of Creditor in connection with such sale, disposition or other realization, including, without limitation, reasonable attorneys' fees, second, to Creditor in an amount equal to the then unpaid principal of and accrued interest on the Secured Obligations, and finally, upon payment in full of all of the Secured Obligations, to pay to Debtor, or its representatives or as a court of competent jurisdiction may direct, any surplus then remaining from such proceeds

4 Representations and Covenants Debtor represents, warrants and covenants that the Collateral is, and, at all times until the Secured Obligations are paid and performed in full, will be, the sole and exclusive property of the Debtor, free and clear of all liens, security interests and encumbrances of any kind, except for the lien created in favor of Creditor hereunder No consent, approval, authorization or other order of any entity or person and no consent, authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant of the security interest in the Collateral pursuant to this Agreement or for the execution, delivery or performance of this Agreement by Debtor This Agreement constitutes a legal, valid and binding obligation of Debtor enforceable in accordance with its terms

5 Indemnification Debtor hereby assumes all liability for the Collateral, and for any use, possession and management of Collateral, including without limitation, any taxes arising as a result of, or in connection with, the transactions contemplated herein and agrees to assume liability for, and to indemnify and hold Creditor harmless from and against any and all claims, causes of action, or liability, howsoever arising from or incident to such use, possession and management of the Collateral Debtor further agrees to exonerate Creditor from any liability for any loss, depreciation or other damage to the Collateral by virtue of any action or inaction of Creditor

6 Waivers Debtor hereby waives (i) any right to require Creditor to proceed against any other person or entity, to exhaust its rights in the Collateral, or to pursue any other right which Creditor may have, (ii) with respect to the Secured Obligations, presentment and demand for payment, protest, notice of protest and non-payment, and (iii) rights of redemption and of marshalling in respect of any and all of the Collateral Failure of Creditor to exercise any rights, remedies or options under this agreement or delay in exercising the same will not operate as a waiver No waiver by Creditor will be effective unless it is confirmed by Creditor in writing and then only to the extent specifically stated

7 Amendments, Assignments This Agreement may be amended only by a writing executed jointly by Debtor and Creditor This Agreement is for the benefit of and binding upon the parties hereto and their respective successors, assigns, heirs and representatives

8 Notices Whenever it is provided herein that any notice, demand, request or other communication shall or may be served upon any of the parties by another, or whenever any of the parties desires to give or serve upon another any communication with respect to this Security Agreement, each such notice, demand, request or other communication shall be in writing to the addresses as set forth in the first paragraph hereof, or such other addresses as may be substituted by notice hereunder

9 Choice of Law Except as otherwise provided by applicable law, this Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, without giving effect to principles of conflicts of law of such State

10 Counterparts This Agreement may be executed in any number of counterparts, which shall, collectively and separately, constitute one agreement

[Signature Page Follows]

IN WITNESS WHEREOF, Debtor has caused this Agreement to be executed and delivered to Creditor as of the day and year first written above

DEBTOR

Conseco Finance Credit Corp

By _____

Its Senior Vice President

ACKNOWLEDGMENT BY NOTARY PUBLIC

STATE OF Minnesota)
) SS
COUNTY OF Ramsey)

I, a Notary Public of the County and State aforesaid, certify that Brian F Coey and _____, each personally known to me, on this day acknowledged before me the execution of the foregoing instrument

Witness my hand and official stamp or seal, this 15 day of March, 2001

Jan 31, 05
My Commission Expires

Amy E Kedrowski
Notary Public
[Notarial Seal]

AMY E. KEDROWSKI
NOTARY PUBLIC – MINNESOTA
My Comm Expires Jan 31 2005

225199-1

AMERICAN
MODERN
HOME
INSURANCE
COMPANY

EXECUTIVE OFFICES

May 21, 2003

Via Airborne Express

Bankruptcy Management Corporation
Attn Conseco, Inc Claims
1330 East Franklin Avenue
El Segundo, California 90245

Re Conseco, Inc et al

To Whom It May Concern

Enclosed please find two original Proofs of Claim and four photocopies of the Proof of Claim Please return the photocopies to me, date stamped, in the enclosed envelope

Sincerely,

AMERICAN MODERN HOME INSURANCE COMPANY

Michael Flowers
Vice President
Chief Counsel

MF dd

Enclosures