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

03103104119247

YOUR CLAIM IS SCHEDULED AS

CONSECO FINANCE SECURITIZATIONS CORP (018)

UNKNOWN UNSECURED CONTINGENT
DISPUTED UNLIQUIDATED

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

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

03103104119247

BRYAN AND SHARI JAUSEL
C/O DOUGLAS KENNEDY
KENNEDY KENNEDY & ROBBINS
1165 CHERRY STREET
POPLAR BLUFF MO 63902

Creditor Telephone Number (573 686-2459

☐ 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

☐ **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

CREDITOR TAX I D # Bryan L Jausel 491-74-7000

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

Check here if this claim ☐ replaces or ☐ amends a previously filed claim dated _____

1 BASIS FOR CLAIM

☒ Goods sold
☐ Services performed
☐ Money loaned
☐ Bondholder
☐ Personal injury/wrongful death
☐ Taxes
☐ Other (describe briefly)
☐ 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 November 2000

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM

$ 69,817 26	$	$	$ 69,817 26
(unsecured)	(secured)	(unsecured priority)	(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 _____

Value of collateral $ _____

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

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

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

FILED

MAY 22 2003

BMC

DATE SIGNED May21, 2003

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) Bryan L & Shari J Jausel

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

Conseco Finance Corp Claim

49675002808

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

- [x] 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

COPY

STATE OF MISSOURI)
)ss
COUNTY OF BUTLER)

IN THE CIRCUIT COURT OF BUTLER COUNTY, MISSOURI

BRYAN L JAUSEL AND SHARI J JAUSEL, Plaintiffs,	)	Case No CV102-83CC
vs	)	Division I
CONSECO SECURITIES, INC , AND 1ST STOP, INC , Defendants	)	

FILED
JUN 3 '02

PETITION

COUNT I

BREACH OF CONTRACT AND WARRANTY

COME NOW Plaintiffs, Bryan L Jausel and Shair J Jausel, by and through their attorney, Douglas R Kennedy, Kennedy, Kennedy & Robbins, LC, and for their cause of action against the Defendants, state as follows

1 Plaintiffs are residents of Ripley County, Missouri

2 Defendant Conseco Securities, Inc , is a Delaware corporation in good standing, licensed and authorized to do business in the State of Missouri

3 Defendant 1st Stop, Inc , is a Missouri corporation in good standing, licensed and authorized to do business in the State of Missouri

4 Plaintiffs were informed and believe, that at all times mentioned herein

Defendants were the agents and employees of their co-Defendants, and in doing the things alleged in this Petition, were acting within the course and scope of that agency and employment

5 On or about November, 2000, Plaintiffs purchased a repossessed mobile home, manufactured by Southern Homes and bearing serial number DSDAL11802AB The home was allegedly owned by Defendant Conseco Securities, Inc , being sold by Conseco through Defendant 1st Stop, Inc The mobile home was located at Fredericktown, Missouri at the lot of Cochran & Son, where Conseco was storing the home

6 Plaintiffs and Defendants, through unknown agents and employees of the Defendants, entered into a written contract for the sale of the mobile home, by which Defendants agreed to sell and Plaintiffs agreed to buy the mobile home for the sum of $29,900 00 A copy of the contract is attached hereto as Exhibit "A" and incorporated herein by this reference

7 Under the terms of the contract, Plaintiffs agreed to pay in advance the sum of $3,087 65, which Plaintiffs did pay on or about November 11, 2000, by delivering that amount to the Defendants Plaintiffs have fully performed all terms and conditions of the contract that Plaintiffs agreed to perform, and have been ready and willing to receive and accept the mobile home as promised by the Defendants

8 Under the terms of said contract, Defendants agreed to deliver the mobile home to Plaintiffs at Oxly, Ripley County, Missouri within two (2) weeks of the date of the contract On that date, Defendants failed to deliver the mobile home to the Plaintiffs

9 After repeated demands from Plaintiffs, the mobile home was finally delivered on January 19, 2001 Plaintiffs rejected the mobile home at that time because

(A) the home was not anchored properly,
(B) the carpets were not seamed together,
(C) the toilet in the master bath was not installed,
(D) the vinyl siding on both ends of the home was either missing entirely or was improperly installed,
(E) the counter-top needed to be replaced due to being burned,
(F) the flooring in the kitchen and utility room needed to be repaired and/or replaced,
(G) the septic line was improperly installed,
(H) the air conditioning condenser unit was not hooked up,
(I) the skirting was not installed,
(J) 1 storm window and two (2) screens were missing,
(K) the interior doors were not hung and two (2) of the doors needed to be replaced, and
(L) the appliances were not delivered

10 Defendants promised to repair and replace said items within a reasonable time to make the mobile home conform to the contract The mobile home still does not conform to the contract

11 Repeatedly, after January 19, 2001, Plaintiffs demanded that Defendants return the money paid as the down payment of the purchase price Defendants have failed to do so

12 Defendants failure to deliver the mobile home as contracted has damaged the Plaintiffs in the amount of $30,876 00 plus accrued interest

13 As a further result of Defendants' breach, Plaintiffs have incurred incidental and consequential damages in an amount in excess of $25,000 00

WHEREFORE, Plaintiffs pray for a judgment in their favor and against the Defendants in an amount in excess of the jurisdictional limits of this Court, for their costs and attorneys fees herein, and for such further and other relief as the Court deems just and proper

COUNT II

BREACH OF FAIR DEBT COLLECTION PRACTICES ACT

COME NOW Plaintiffs, Bryan L Jausel and Shari J Jausel, by and through their attorney, Douglas R Kennedy, Kennedy, Kennedy & Robbins, LC, and for their cause of action against the Defendants, state as follows

1 Plaintiffs restate and re-allege the allegations contained in Paragraphs 1-14 of Count I of the Petition

2 During the entire time from the date of the sales contract through and until the date of filing of this Petition, Defendant Conseco Securities, Inc , has harassed Plaintiffs with telephone calls and letters indicating that they were behind in their payments, despite Plaintiffs' timely and reasonable rejection of the trailer

3 Defendant Conseco Securities, Inc , further has caused a false and misleading credit report to be filed against the Plaintiffs, which has placed a cloud on their good credit history and has precluded them from obtaining credit

4 Said conduct by Defendant is a violation of the Fair Debt Collection Practices Act, 15 U S C A Section 1692d and 1692e, which prohibits harassing and false or misleading credit collection practices

WHEREFORE, Plaintiffs pray for a judgment in their favor and against the Defendants in an amount in excess of the jurisdictional limits of this Court, for their costs and attorneys fees herein, and for such further and other relief as the Court deems just and proper

COUNT III

NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

COME NOW Plaintiffs, Bryan L Jausel and Shari J Jausel, by and through their attorney, Douglas R Kennedy, Kennedy, Kennedy & Robbins, LC, and for their cause of action against the Defendants, state as follows

1 Plaintiffs restate and re-allege the allegations contained in Paragraphs 1-14 of Count I of the Petition and Paragraphs 1-4 of Count II of the Petition

2 Defendant Conseco Securities, Inc , negligently failed to complete the repairs needed to make the mobile home conform to the sales contract

3 Due to the failure of Defendant Conseco Securities, Inc , to make the mobile home liveable, Plaintiffs were forced to live with Plaintiff Bryan Jausel's mother without proper and adequate space for living for Plaintiffs and their family

4 Due to Defendant Conseco Securities, Inc , improperly attempting to collect the payments from Plaintiffs for the rejected mobile home, Plaintiff Shari Jausel suffered from stress and anxiety

5 Plaintiff Shari Jausel's stress and anxiety led to an increase in her blood pressure and the development of other health problems, which was medically significant and for which she received medical treatment

6 Defendant Conseco Securities, Inc , and its agents and employees, should have realized that their failure to make the mobile home liveable and their improper collection attempts involved an unreasonable risk of causing Plaintiff Shari Jausel's emotional distress

WHEREFORE, Plaintiffs pray for a judgment in their favor and against the Defendants in an amount in excess of the jurisdictional limits of this Court, for their costs

and attorneys fees herein, and for such further and other relief as the Court deems just and proper

Respectfully submitted,

KENNEDY, KENNEDY & ROBBINS, LC

Douglas R Kennedy #34167
1165 Cherry Street
P O Box 696
Poplar Bluff, MO 63902
(573) 686-2459

ATTORNEYS FOR PLAINTIFFS
BRYAN AND SHARI JAUSEL

STATE OF MISSOURI)
)ss
COUNTY OF BUTLER)

I, Bryan L Jausel, the ~~Petitioner~~ Plaintiff, being first duly sworn, do hereby state upon my oath that the statements and allegations contained in the foregoing Petition are true and correct to the best of my knowledge, information and belief

Bryan L Jausel

Bryan L Jausel

SUBSCRIBED AND SWORN to before me, a Notary Public at office in Poplar Bluff, Missouri, this 18th day of June, 20 02

"OFFICIAL SEAL"
JANE E McDANIEL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 06/12/05

Jane E McDaniel

Notary Public

My Commission Expires

6-12-05

STATE OF MISSOURI)
)ss
COUNTY OF BUTLER)

I Shari J Jausel, the Petitioner being first duly sworn, do hereby state upon my oath that the statements and allegations contained in the foregoing Petition are true and correct to the best of my knowledge, information and belief

Shari J Jausel

SUBSCRIBED AND SWORN to before me, a Notary Public at office in Poplar Bluff, Missouri this 6th day of June, 2002

Debbie Powell
Notary Public - Debbie Powell

My Commission Expires

June 15, 2002

DEBBIE POWELL
NOTARY PUBLIC
NOTARY SEAL STATE OF MISSOURI
BUTLER COUNTY
My Commission Expires 6-15-2002

EXHIBIT "A"

GT-10-00-210 (11/98) MH RIC DELAWARE ORIDA GEORGIA KENTUCKY MISSOU NEVADA

MANUFACTURED HOME RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT (CONV - FHA - VA) (SI) Date _____

BUYER JAUSEL, BRIAN L HWY 142 E OXLY MO 63955
JAUSEL, SHARI L

SELLER CONSECO FINANCE CORP P O BOX 509 BRIDGETON MO 63044

ASSIGNEE CONSECO FINANCE SERVICING CORP , P O BOX 509 BRIDGETON MO 63044

FEDERAL TRUTH-IN-LENDING ACT DISCLOSURES

ANNUAL PERCENTAGE RATE (The cost of my credit as a yearly rate.)	FINANCE CHARGE (The dollar amount the credit will cost me.)	Amount Financed (The amount of credit provided to me or on my behalf.)	Total of Payments (The amount I will have paid after I have made all payments as scheduled.)	Total Sale Price (The total cost of my purchase on credit including my down payment of $ 3087 65)
16 51%	$ 88792 65	$ 27775 35	$ 116568 00	$ 119655 65

My payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
300	388 56	Monthly beginning

SECURITY I am giving a security interest in
YX The goods or property being purchased N/A Other (Describe) N/A

FILING FEES $ 00 **LATE CHARGE** If a payment is more than 15 days late I will be charged _____
$5 00 or 5 0% of the unpaid amount of the installment, whichever is less

PREPAYMENT If I pay off early I N/A may XX will not be charged a prepayment penalty
ASSUMPTION Someone buying my home may subject to conditions, be allowed to assume the remainder of the Contract on the original terms

See the Contract document below for any additional information about nonpayment, default any required repayment in full before the scheduled date and prepayment refunds and penalties

ITEMIZATION OF THE AMOUNT FINANCED

1	Cash Sale Price (including Taxes of) $ 00		$ 29900 00
2	Gross Trade-in $ 00		
	Less Amount Owed on Trade-in $ 00		
	Net Trade in $ 00		
	Description Make _____ Year 0000 Size 00 X 00		
3	Cash Down Payment $ 3087 65		
4	Total Down Payment		$ 3087 65
5	Unpaid Balance of Cash Sale Price (1 4)	+ $	26812 35
6	Paid to Public Officials	+ $	00
7	Paid to Insurance Companies	+ $	529 00
8	Paid to Appraiser	+ $	00
9	a Paid to MO DMV/TITLE FEE	+ $	13 50
	b Paid to WARRANTY INSURANCE	+ $	434 00
	c Paid to _____	+ $	00
	d Paid to _____	+ $	00
	e Paid to _____	+ $	00
	f Paid to _____	+ $	00
	g Paid to _____	+ $	00
	h Paid to _____	+ $	
	i Paid to _____	+ $	
	j Paid to _____	+ $	
10	Principal Balance (5 + 6 + 7 + 8 + 9 a j)	+ $	27788 85
11	Prepaid Finance Charges	$	13 50
12	Amount Financed (10)	$	27775 35

Amount owed payable in 300 nstallments of $ 388 56
beginning on _____ until paid in ull

PHYSICAL DAMAGE INSURANCE

Physical Damage Insurance is required but I may obtain it from anyone I want that is acceptable to you If I get the insurance checked below from you or through you I will pay you

$ 529 00 for insurance protection for a term of 01 year

X Comprehensive ($ 250 00 deductible)
N/A Flood
X Liability
N/A Other _____
N/A Vendor's Single Interest

OPTIONAL CREDIT LIFE AND DISABILITY INSURANCE

Credit Life and Disability Insurance are not required to obtain credit and will not be provided unless I sign and agree to pay the additional cost

The term of this insurance is 00 years

N/A	Single Credit Life Insurance	$ 00
N/A	Joint Credit Life Insurance	$ 00
N/A	Single Credit Disability Insurance	$ 00
	Total	$ 00

X _____
Signature of Buyer(s) Insured Date

CONTRACT AND SECURITY AGREEMENT

1 **DEFINITIONS** "I" "me" "my" means Buyer(s) "You" "your" means the Seller and also the Assignee (after the Contract is assigned by Seller) The "parties" means the Buyer and Seller together "Manufactured Home" means the manufactured home and any other property described below "Contract" or "Agreement" means this Retail Installment Contract and Security Agreement

NEW OR USED	Manufactured Home YEAR AND MAKE	MODEL	SERIAL NUMBER	SIZE
U	1995 SOUTHERN HOMES	SOUTHERN	DSDAL11802AB	28 X 52

1 Stove 1 Refrigerator ____ Washer ____ Dryer 1 Air Conditioner ____ Wheels/Axles

Other (Describe)

2 **PURCHASE** I have the option of buying the Manufactured Home for the cash price or buying on credit The cash price is shown on page 1 as the "Cash Sale Price" and the credit price is shown on page 1 as the "Total Sale Price" I choose to buy on credit

3 **SECURITY INTEREST** I give you a security interest under the applicable certificate of title law or Uniform Commercial Code in the Manufactured Home and, any property added or attached to it to secure my obligation under this Contract I also grant you a security interest in any interest I may have in proceeds and premium refunds of any insurance and service contracts purchased with this Contract I agree to execute any application for certificate of title or ownership financing statement or other document necessary to perfect your security interest in the Manufactured Home To the extent if any that any Contract (whether or not accompanied by any one or more original) constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in the applicable jurisdiction) no security interest in any Contract may be created in any document(s) other than the original

4 **PAYMENTS AND LATE CHARGE** I will pay you U S $ 27788 85 (the "Principal Balance" as shown on page 1), plus interest at the annual rate(s) shown below plus all other costs, fees and charges according to the payment schedule set forth on page 1 I also agree to pay a late charge for late payment as shown on page 1

N/A Florida only - You may offer to defer the scheduled due date of all or any part of any installment payment and you will collect a $15 00 fee for such deferment I may need to extend any insurance coverage or reimburse you for any costs incurred in extending such coverage In addition to the $15 00 deferment fee and the costs of extending required or optional insurance, I will also be required to pay additional finance charges as a result of exercising the deferment option

5 **NSF FEE** If any payment instrument which I submit to you is returned unpaid for any reason I will pay you a fee of $15 00

6. **PREPAYMENT I MAY PREPAY THIS LOAN IN WHOLE OR IN PART AT ANY TIME I WILL NOT PAY A PENALTY UPON PREPAYMENT UNLESS OTHERWISE STATED IN THE NEXT SENTENCE. IF I PREPAY IN FULL WITHIN** N/A **MONTHS OF THE DATE OF THIS NOTE, I WILL PAY YOU A PENALTY OF** N/A

N/A . **PARTIAL PREPAYMENTS WILL NOT EXCUSE OR REDUCE ANY LATER SCHEDULED PAYMENT UNTIL THIS NOTE IS PAID IN FULL**

7 **SIMPLE INTEREST CONTRACT** This is a simple interest contract The annual interest rate is 16 50% per annum

Interest will accrue upon the unpaid principal balance outstanding from time to time until paid in full The Finance Charge Total of Payments and Payment Schedule were computed based on the assumption that payment will be made on the dates scheduled for payment Early payments will reduce my final payment Late payments will increase my final payment My final payment will be equal to all unpaid sums due under this Contract My promise requires me to pay the final payment on the date due even if the amount of the final payment differs from the amount of the final payment disclosed

8 **NO WARRANTIES.** I agree that there are no warranties of any type covering the Manufactured Home I am buying the Manufactured Home **AS IS** and **WITH ALL FAULTS** and **THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE MANUFACTURED HOME IS WITH ME** I agree that any implied warranty of merchantability and any implied warranty of fitness for a particular purpose are specifically excluded and do not cover the Manufactured Home This No Warranties provision does not apply to the extent that any law prohibits it and it does not cover any separate written warranties

9 **PROTECTION OF THE MANUFACTURED HOME.** I will (a) keep the Manufactured Home in good condition and not commit waste (b) pay all taxes charges and lot rent due for the Manufactured Home and the real estate it is located on (c) not move use illegally, sell lease or otherwise transfer the Manufactured Home (d) not attach the Manufactured Home to any real estate and the Manufactured Home will always be treated as personal property unless you consent in writing and state law permits such contrary treatment and (e) not let anybody else have any interest in the Manufactured Home

10 **INSURANCE** I will keep the Manufactured Home insured against such risks and in such amounts as you may reasonably require I may purchase or provide the insurance from any insurance provider that is reasonably acceptable to you My choice of an insurance provider will not affect the credit decision You may impose reasonable requirements concerning the extent of coverage and the financial soundness of the insurance provider I will arrange for you to be named as loss payee on the policy I agree to provide you written evidence of insurance as requested by you from time to time If you finance the purchase of any such insurance for me I will repay you for the cost of that insurance plus interest up to the contract rate of interest I authorize you to furnish account data to a licensed insurance agent of your choice so such agent may solicit the purchase of credit, property, warranty or other insurance from me I agree that the insurance company may make any payments due under the policy directly to you and I direct the insurance company to do so You may do whatever you think is necessary to be sure that any proceeds of the insurance will be used to repair the Manufactured Home or pay off this Contract I give you a power of attorney (which I cannot cancel) so that you may do whatever you need to in order to collect the insurance proceeds if I fail to obtain maintain or pay for the required insurance or if I fail to arrange for you to be named as loss payee you may treat that as a default of my obligations under this Contract and you may (but are not required to) purchase such insurance If you purchase such insurance I will immediately repay you for any amounts you spend in

pu chasing the insurance plus interest up * he contract rate of interest or at your optic ay you over time as a workout of the obligation If I owe you for any insurance fc late charges attorneys' fees or collection c al I understand that I owe an additional sum for these debts beyond my monthly principal and interest payment My monthly payment will therefore be greater than that stated on page 1 until such additional debts are paid in full

11 **COLLATERAL PROTECTION INSURANCE** I am giving you a security interest in property to secure this loan I understand that I must keep this property insured against loss expense or damage due to fire theft collision or other such risks in the amounts you require Unless I provide evidence of the insurance coverage required by my agreement with you you may purchase insurance at my expense to protect your interests in my collateral This insurance may but need not protect my interests The coverage that you purchase may not pay any claim that I make or any claim that is made against me in connection with the collateral I may later cancel any insurance purchased by you but only after providing evidence that I have obtained insurance as required by our agreement If you purchase insurance for the collateral I will be responsible for the costs of that insurance including the insurance premium interest and any other charges you may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance The costs of the insurance may be added to my total outstanding balance or obligation The costs of the insurance may be more than the cost of insurance I may be able to obtain on my own

12 **DEFAULT** I will be in default if (i) I do not make a payment on time or (ii) I do not keep any of my other promises under this Contract or (iii) I file a case or someone else files a case against me under the United States Bankruptcy Code or (iv) you feel in good faith that the Manufactured Home is in danger or that I will not be able to continue my payments The default described under (iv) does not apply if this Contract is guaranteed by the Veteran s Administration You will give me notice of the default except when I voluntarily surrender or abandon the Manufactured Home I will have the right to cure the default during the notice period If I do not cure the default you may do either or both of the following (a) Acceleration You can require me to immediately pay you the entire remaining balance of this Contract and/or (b) Repossession You can repossess the Manufactured Home Once you get possession of the Manufactured Home you may sell it If the amount from the sale after expenses, is less than what I owe you I will pay you the difference If there is any property left in the Manufactured Home when you repossess you may dispose of it as provided by law If I default you can do whatever is necessary to correct my default If you spend money to correct my default, I will pay you back immediately with interest at the contract rate of interest

13 **NOTICE** Except for any notice required under applicable law to be given in another manner (a) any notice to me provided for in this Contract shall be given in writing by mailing such notice by certified mail addressed to me at the Manufactured Home address or at such other address as I may designate by notice to you in writing, and (b) any notice to you shall be given in writing by certified mail return receipt requested to your address stated herein or to such other address as you may designate by notice to me in writing

14 **ATTORNEY'S FEES** If you hire an attorney who is not a salaried employee to collect what I owe under this Contract or to get possession of the Manufactured Home or to enforce my agreements herein I may be required to pay your reasonable attorney s fees plus court costs and actual out-of-pocket expenses If state law provides for a limit on attorney s fees, I will pay only the legal limit

15 **MISCELLANEOUS PROVISIONS** This written Contract is the only agreement that covers my purchase of the property This Contract can only be modified or amended or provisions in it waived (given up) by a written modification to this Contract signed by you You can decide not to use or enforce any of your rights under this Contract without losing them For example, you can extend the time for making some payments without extending others If any part of this Contract cannot be enforced because of a law which prohibits it all other parts can still be enforced I agree to cooperate with you regarding any requests after closing to correct errors made concerning this Contract or the transaction and to provide any and all additional documentation deemed necessary by you to complete this transaction

16 **ARBITRATION** All disputes, claims, or controversies arising from or relating to this Agreement or the relationships which result from this Agreement, or the validity of this arbitration clause or the entire Agreement, shall be resolved by binding arbitration by one arbitrator selected by you with my consent This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, Title 9 of the United States Code Judgment upon the award rendered may be entered in any court having jurisdiction The parties agree and understand that they choose arbitration instead of litigation to resolve disputes The parties understand that they have a right or opportunity to litigate disputes in court, but that they prefer to resolve their disputes through arbitration except as provided herein **THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION BY YOU (AS PROVIDED HEREIN)** The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including but not limited to, all contract tort, and property disputes will be subject to binding arbitration in accord with this ag eement I agree that I shall not have the right to participate as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Agreement The parties agree and understand that the arbitrator shall have all powers provided by law and the Agreement These powers shall include all legal and equitable remedies, including, but not limited to money damages declaratory relief, and injunctive relief Notwithstanding anything hereunto the contrary, you retain an option to use judicial or non-judicial relief to enforce a security agreement relating to the collateral secured in a transaction underlying this arbitration agreement to enforce the monetary obligation or to foreclose on the collateral Such judicial relief would take the form of a lawsuit The institution and maintenance of an action for judicial relief in a court to foreclose upon any collateral to obtain a monetary judgment or to enforce the security agreement, shall not constitute a waiver of the right of any party to compel arbitration in this Agreement, including the filing of a counterclaim in a suit brought by you pursuant to this provision

17 **ADDITIONAL TERMS**

N/A

17 ADDITIONAL TERMS continued from #3

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER

NOTICE TO BUYER. 1. DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. 2. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. 3. UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND YOU MAY HAVE THE RIGHT TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE. 4. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY, PUBLIC LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS INDICATED IN THE PHYSICAL DAMAGE INSURANCE BOX ON PAGE 1.

BUYER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS CONTRACT.

X Bryan L Jausel
Signature of Buyer BRIAN L JAUSEL Date

X Shari J Jausel
Signature of Buyer SHARI J JAUSEL Date

ASSIGNMENT BY SELLER

For good and valuable consideration the adequacy and sufficiency of which are hereby acknowledged Seller hereby sells assigns, and transfers its entire right, title and interest in the Contract and the property described therein (the "Property") to Assignee Such assignment is made pursuant to the terms contained herein and in a separate Dealer Agreement which is incorporated herein by reference and pursuant to such policies procedures, and requirements as issued by the Assignee from time to time

IN ADDITION TO THE ABOVE this Assignment includes that certain provision to follow provided that If none of the following provisions has been checked by the Seller this Assignment shall be considered to have been checked "With Recourse" A **"Without Recourse"** The assignment of the Contract is and shall be without recourse against the Seller except as provided above and in any separate dealer agreement between Seller and Assignee relating to the purchase of Contracts B **"Limited Recourse"** In the event of default of Buyer before Buyer shall have paid the number of monthly payments under the Contract as set forth below under "Limited Recourse" the Seller will, upon demand repurchase the Contract from Assignee for the full amount remaining unpaid under the Contract C **"Repurchase"** If the Assignee repossesses the Manufactured Home the Seller will upon demand repurchase the Contract from the Assignee for the full amount remaining unpaid under the Contract D **"With Recourse"** The Seller unconditionally guarantees payment of the full amount remaining unpaid under the Contract and agrees to purchase the Contract from the Assignee upon demand, for the full amount then unpaid whenever the Contract shall be in default E **"Limited Repurchase"** In the event of default of Buyer before Buyer shall have paid the number of monthly payments under the Contract as set forth below under Limited Repurchase the Seller will upon demand repurchase the Contract from the Assignee for the full amount remaining unpaid under the Contract If the Assignee repossesses the Manufactured Home

Seller by signing below executes this Contract and also assigns the same to the Assignee in accordance with the foregoing provisions The Seller's Assignment will also include that certain provision set forth above which is checked below

CONSECO FINANCE CORP

By X _____ (Seller) Title _____

( ) A Without Recourse ( ) B Limited Recourse _____ Payments ( ) C Repurchase ( ) D With Recourse ( ) E Limited Repurchase _____ Payments

(-13) 751-3234

In this contract the words I, ME, and MY refer to the Buyer and Co-Buyer signing this contract. The words YOU and YOUR refer to the Dealer. Subject to the terms and conditions on both sides of this agreement you agree to sell and I agree to purchase the following described unit.

BUYER(S) Bryan L. & Shari Jansel — PHONE — DATE

ADDRESS Hwy. 142 E; Oxly, MO 63955 — SALESPERSON

DELIVERY ADDRESS

MAKE & MODEL	YEAR	NO ROOMS	FLOOR SIZE	HITCH SIZE	STOCK NUMBER
Southern Homes/Southern	1995	4	x 52 x28	x	

SERIAL NUMBER	COLOR	PROPOSED DELIVERY DATE	KEY NUMBERS
DSDAL11802AB ☐ NEW ☒ USED			

LOCATION	R-VALUE	THICKNESS	TYPE OF INSULATION
CEILING			
EXTERIOR			
FLOORS			

THIS INSULATION INFORMATION WAS FURNISHED BY THE MANUFACTURER AND IS DISCLOSED IN COMPLIANCE WITH THE FEDERAL TRADE COMMISSION RULE 16CAF SECTION 460.16

OPTIONAL EQUIPMENT LABOR AND ACCESSORIES

Stove, Refrigerator & A/C $

THIS MOBILE HOME IS SOLD IN "AS IS" CONDITION WITH NO WARRANTY, EXCEPT CONSECO FINANCE GUARANTEES THAT THE STOVE, REFRIGERATOR, AIR CONDITIONER, FURNACE AND PLUMBING TO BE IN WORKING CONDITION AND THE ROOF TO BE FREE OF LEAKS AT THE TIME OF DELIVERY.

WHEELS & AXLES ARE NOT INCLUDED AS PART OF THIS SALE.

BALANCE CARRIED TO OPTIONAL EQUIPMENT $

BASE PRICE OF UNIT	$ 29,900.00
OPTIONAL EQUIPMENT	
SUB-TOTAL	$ 29,900.00
SALES TAX	
NON TAXABLE ITEMS	
VARIOUS FEES AND INSURANCE	976.50
	30,876.50
1. CASH PURCHASE PRICE	$
TRADE-IN ALLOWANCE	$
LESS BAL DUE ON ABOVE	$
NET ALLOWANCE	$
CASH DOWN PAYMENT	$ 3,087.65
CASH AS AGREED SEE REMARKS	$
2. LESS TOTAL CREDITS	$ 3,087.65
SUB-TOTAL	$ 27,788.85
SALES TAX (If Not Included Above)	
3. Unpaid Balance of Cash Sale Price	$ 27,788.85

Remarks:

NOTE WARRANTY AND EXCLUSIONS AND LIMITATIONS OF DAMAGES ON THE REVERSE SIDE.

DESCRIPTION OF TRADE-IN — YEAR — MAKE — MODEL — BEDROOMS — TITL. NO — SERIAL NO — COLOR

AMOUNT OWING TO WHOM

ANY DEBT I OWE ON THE TRADE-IN IS TO BE PAID BY ☐ YOU ☐ ME

You and I certify that the additional terms and conditions printed on the other side of this contract are agreed to as a part of this agreement, the same as if printed above the signatures. I am purchasing the described trailer, manufactured home or vehicle the optional equipment and accessories, the insurance as described has been voluntary that my trade-in is free from all claims whatsoever except as noted.

THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN YOU AND ME AND NO OTHER REPRESENTATION OR INDUCEMENT VERBAL OR WRITTEN HAS BEEN MADE WHICH IS NOT CONTAINED IN THIS CONTRACT. I OR WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT I OR WE HAVE READ AND UNDERSTAND THE BACK OF THIS AGREEMENT.

SIGN HERE Bryan L Jansel — BUYER
Bryan L. Jansel

SOCIAL SECURITY NO

SIGNED Shari J Jansel — BUYER
Shari J. Jansel

SOCIAL SECURITY NO

CONSECO FINANCE — DEALER
NEW YORK NEVA SCOTIA AND ACCEPTED BY AN OFFICER OR REPRESENTATIVE

ADDRESS

A PLAIN LANGUAGE PURCHASE AGREEMENT

KENNEDY, KENNEDY & ROBBINS, LC

Attorneys and Counselors at Law
1165 Cherry Street
P O Box 696
Poplar Bluff MO 63902

May 20, 2003

Invoice submitted to

Bryan Jausel
P O Box 87
Oxly, MO 63955

In Reference To **Civil Matter**

Professional services

03/22/01- Correspondence to Conseco Finance
- Office consultation with client
03/26/01- Telephone conference with client
03/29/01- Telephone conference with client
04/02/01- Telephone conference with Conseco
04/04/01- Telephone conference with Butch with Conseco
04/05/01- Correspondence to Client
04/09/01- Correspondence to Butch Wilkenson with Conseco
- Office consultation with client
- Telephone conference with Shannon
- Telephone conference with Butch with Conseco
04/10/01- Telephone conference with Melanie with Conseco
- Telephone conference with TNS Repair Service
04/16/01- Telephone conference with Shannon
- Telephone conference with client
04/23/01- Correspondence to Butch Wilkenson
05/07/01- Telephone conference with client
06/12/01- Correspondence to Client
- Telephone conference with Ken Lester
06/18/01- Telephone conference with client
06/26/01- Telephone conference with client
06/28/01- Telephone conference with Shannon at Conseco
08/23/01- Telephone conference with client
08/29/01- Telephone conference with client
09/04/01- Correspondence to Conseco Finance,
10/01/01- Correspondence to Client
10/03/01- Correspondence to Butch Wilkenson
- Office consultation with client

10/16/01- Telephone conference with bob Begnaud at Conseco,
10/31/01- Correspondence to Client
12/10/01- Correspondence to Client
02/06/02- Office consultation with client
- Correspondence to Conseco,
06/06/02- Preparation of first draft of Petition, three Counts, redraft of same, prepare verfication for signature of Mr Jausel, letter to clients forwarding copy of Petition and verification for Mr Jausel's signature
- Research, preparation of rough draft of Petition, three counts, final draft of Petition, preparation of verification for signatures of clients, correspondence to client forwarding copy of Petition for review and forwarding verification for signature
06/13/02- Correspondence to Client forwarding Petition for filing with copy of letter to clients
06/28/02- Receipt and review of Summons back from Division I, Butler County, Preparation of Notice and Acknowledgment of Service for 1st Stop, Inc and Conseco Securities, Inc , forwarding Notices and Acknowledgments of Service to 1st Stop, Inc and Conseco by certified mail
07/12/02- Research
07/18/02- Receipt and review of Suggestions Of Bankruptcy from attorney for 1st Stop Inc
08/07/02- Receipt and review of Defendant Conseco's Motion to Dismiss and Motion to Compel Arbitration and to Stay Proceedings
08/08/02- Receipt and review of Notice from Court noticing up Defendant Conseco's Motion to Dismiss and Motion to Compel Arbitration and Stay Proceedings
08/19/02- Receipt and review of copy of contract from Randall Oettle
08/21/02- Telephone conference with Leslie of Murphy & Wasinger
- Telephone conference with Randall Oettle
- Research
08/22/02- Receipt and review of faxed copy of Order By Arbitration from Randall Oettle
08/27/02- Receipt and review of Order Of Arbitration By Consent From Court
- Receipt and review of letter from Randall Oettle Re signing Order and returning to Court
- Correspondence to Clerk Re Order Of Arbitration By Consent pc Randall Oettle
09/03/02- Receipt and review of executed Order Of Arbitration
09/13/02- Correspondence to Rebecca Nickelson RE Arbitration list
09/17/02- Correspondence to Randall T Oettle
09/18/02- Receipt and review of fax from Randall Oettle RE attorney Mediators and Arbitrators from USA&M and fee schedule
09/26/02- Telephone conference with Sherry Jausel RE new address and phone number
10/09/02- Correspondence to Client
10/21/02- Office consultation with clients re settlement
- Office consultation RE settlement
10/23/02- Correspondence to Randall Oettle re offer of settlement
11/11/02- Correspondence to David Wasinger Re settlement (by mail and fax)
12/02/02- Correspondence to Client forwarding fax

12/30/02- Receipt and review of Memorandum and Suggestions in Bankruptcy from David Wasinger
01/03/03- Correspondence to clients forwarding Memorandum, Suggestions in Bankruptcy and Certificate of Service
04/07/03- Receipt and review of Notice of Filing from Bankruptcy Court
05/20/03- Preparation of Proof of Claim, correspondence to Bankruptcy Court forwarding Proof of Claim for filing with copy of correspondence to client

	Amount
For professional services rendered	$4,625 60
Additional charges	
Fax Fees	
Filing Fee Paid to Clerk	
Long Distance Phone Expense	
Photocopies	
Postage	
Westlaw Research Fees	
Total costs	$287 12
Total amount of this bill	$4,912 72

KENNEDY, KENNEDY & ROBBINS, LC

Attorneys and Counselors at Law

MARK A KENNEDY
DOUGLAS R KENNEDY
SCOTT A ROBBINS*

*Also Licensed in Arkansas

1165 CHERRY STREET
P O BOX 696
POPLAR BLUFF, MISSOURI 63902

PHONE (573) 686-2459
FAX (573) 686-7822
WEB SITE www kkrlawfirm com

Writer's Personal E Mail doug@kkrlawfirm com

May 21, 2003

FEDERAL EXPRESS

BANKRUPTCY MANAGEMENT CORPORATION
ATTN CONSECO INC CLAIMS
1330 EAST FRANKLIN AVENUE
EL SEGUNDO CA 90245

RE Conseco Finance Corp
Case No 02-49675-CAD
Creditor Bryan L & Shari J Jausel

RE Conseco Financing Servicing Corp
Case No 02-49676-CAD
Creditor Bryan L & Shari J Jausel

Dear Sir/Madam

Herewith enclosed is an original and two copies of Proof of Claims with attachments for filing on behalf of my clients, Bryan L and Shari J Jausel in connection with the above referenced matters Please file an original and one copy in each of the above case number I would appreciate you returning to my office stamped "filed" copies of the same in the envelope which I have provided

If there are any questions, please give me office a call

Sincerely,

KENNEDY, KENNEDY & ROBBINS, LC

Douglas R Kennedy

DRK jlc
Encls

pc Bryan L & Shari J Jausel (w/encl)