FORM B10 (Official Form 10) (4/01)

UNITED STATES BANKRUPTCY COURT Northern DISTRICT OF Illinois

PROOF OF CLAIM

Name of Debtor: Conseco Finance Corp.

Case Number: 02-B-49672

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 (The person or other entity to whom the debtor owes money or property)

Sara P McDonald
1440 Yates Avenue
Linwood, PA 19061

Telephone number

☐ 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 the address differs from the address on the envelope sent to you by the court

FILED
MAY 20 2003
BMC

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor

Check here if this claim ☐ replaces ☐ amends a previously filed claim, dated_____

1 Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☒ Other Damages from home improvement fraud (see attached demand)

☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
☐ Wages, salaries, and compensation (fill out below)
Your SS # ____ ____ ____
Unpaid compensation for services performed from ____ (date) to ____ (date)

2 Date debt was incurred

3 If court judgment, date obtained

4 Total Amount of Claim at Time Case Filed $ 23,998.00 in damages, fees, and costs.

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, if any $____

6 Unsecured Priority Claim

☐ Check this box if you have an unsecured priority claim

Amount entitled to priority $____

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 4/1/04 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 the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim

Date

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)

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FILED
MAY 20 2003
BMC

Conseco Finance Corp Claim
49675002860

Penalty for presenting fraudulent claim Fine of up to $500,000 or imprisonment for up to 5 years or both 18 U.S.C. §§ 152 and 3571

IN RE ARBITRATION OF

SARA MCDONALD,
Plaintiff,

v

GREEN TREE CONSUMER DISCOUNT COMPANY
and
P. ANGELO AND SONS, INC ,
Defendants

I PRELIMINARY STATEMENT

1 This is an action brought by a consumer homeowner victimized by a deceptive home improvement financing scheme that deprived her of the ability to reject or rescind the transaction and tricked her into tolerating and paying for substandard, incomplete and deceptively portrayed home improvement goods and services and financing that was marketed as a critical component of the home improvement services

II PARTIES

2 Plaintiff Sara McDonald is an individual homeowner who resides at 1440 Yates Avenue, Linwood, Pennsylvania 19061

3 Defendant Green Tree Consumer Discount Company ('Green Tree") is a Minnesota corporation doing business in Pennsylvania with headquarters at 1100 Landmark Towers, St Paul, Minnesota 55102-1639

4 Defendant P Angelo and Sons, Inc ("P Angelo") is a New Jersey corporation with headquarters at 3200 48th Street, Pennsauken, New Jersey 08109 P Angelo was approved by defendant Green Tree as one of Green Tree's dealer/contractors in connection with the

solicitation, marketing, placement and closing of home improvement loans assigned to and financed by Green Tree under the FHA Title I Property Improvement Loan Program

III FACTUAL ALLEGATIONS

5 At all times relevant hereto, P Angelo was a dealer for the solicitation, placement and closing of Title I home improvement loans for Green Tree and its affiliates As a dealer for Green Tree, P Angelo was required by Green Tree to follow Green Tree's loan solicitation and approval standards, to conform with applicable FHA and HUD guidelines, to submit lists of its canvassers and salesmen, to verify its financial wherewithal to meet its obligations to customers as a dealer-contractor, to provide Green Tree with examples of its home improvement advertisements, and to submit to biannual reviews and verifications by Green Tree of P Angelo's compliance with the requirements of Green Tree and applicable state and federal consumer and home improvement financing laws

6 In particular, applicable regulations promulgated by HUD pursuant to Title I required Green Tree to visit P Angelo's "places of business at least once in every six months to review its Title I performance and compliance" 24 C F R § 201 27 The regulations also required Green Tree to terminate any dealer, including P Angelo, who failed to "satisfactorily perform its contractual obligations to borrowers or comply otherwise with Title I program requirements, or when the dealer [was] unresponsive to the lender's supervision and monitoring requirements" Id In essence, HUD's regulations created a self-regulatory framework that imposed a duty on lenders such as Green Tree to ensure the compliance of their dealer-contractors with applicable federal and state consumer protection laws

7 In fulfilling this duty upon initially approving and thereafter re-approving

P Angelo as one of its dealers Green Tree received and approved P Angelo's form contract documents as acceptable forms of contract and marketing devices Green Tree was aware and approved of P Angelo's use of the form documents Green Tree was also aware, or should have been aware, of P Angelo's marketing techniques and actions as an Green Tree dealer/contractor

8 In May 1993, plaintiff found a flyer in her door offering home repairs and improvements

9 In response to her call, a man from P Angelo came to plaintiff's home The man discussed selling plaintiff home improvements including the installation of ' eight (8) Deluxe P Angelo Double Hung Prime replacement windows "

10 Plaintiff agreed to the work proposed by P Angelo, which resulted from a "contact with or call on the buyer" within the meaning of the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("CPL"), 73 P S § 201-7

11 P Angelo did not provide plaintiff with a disclosure of her right to cancel the contract in accordance with the CPL

12 On or about May 14, 1993, P Angelo had plaintiff sign a Home Improvement Agreement in the amount of $13,000 which described the work to be done and stated "This job carries a lifetime warranty " A copy of the Home Improvement Agreement is attached hereto as Exhibit A

13 On or about July 1, 1993, P Angelo had plaintiff sign a Retail Installment Contract and Security Agreement (the "Retail Installment Contract"), pursuant to which plaintiff was obligated to pay P Angelo the sum of $13,000 for ten years at the rate of $197 96 per month with an annual percentage rate of 13 50%, secured by a mortgage on her home A copy of the

Retail Installment Contract is attached hereto as Exhibit B

14 The Retail Installment Contract was immediately assigned by P Angelo to Green Tree

15 Another one of the documents that the P Angelo representative had plaintiff sign was a Mortgage in favor of P Angelo Plaintiff did not sign the Mortgage in the presence of anyone except the P Angelo representative, there was no notary public present and her signature was not notarized when she signed the document

16 Thereafter, unbeknownst to and without the permission of the plaintiff, P Angelo or Green Tree had the Mortgage notarized outside of plaintiff's presence by an individual who was not a notary and who also did not witness plaintiff's signature

17 The questions surrounding the legality and the genuineness of the acknowledgment on the Mortgage raises issues as to the enforceability of the Mortgage recorded against the home of the plaintiff

18 The Mortgage was immediately assigned to defendant Green Tree

19 The Retail Installment Contract contained a provision required to be included in the contract pursuant to the rules of the Federal Trade Commission, 16 C F R § 433 2 (known as the "FTC Holder Rule"), which states

> **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**

21 P Angelo did not perform the work called for by the contract Specifically, P Angelo failed and refused to properly install the windows The value of the work performed by P Angelo was approximately $2,400 as opposed to the $13,000 amount charged by P Angelo and collected by Green Tree at the annual percentage rate of 13 50%

22 When plaintiff complained to Green Tree, the holder of the contract, that the work was not being done, Green Tree refused to take any action and referred plaintiff to P Angelo P Angelo did not respond to plaintiff's complaints

23 Pursuant to the Retail Installment Contract and the FTC Holder Rule, any holder thereof is subject to all claims and defenses which the plaintiff could assert against defendant P Angelo, up to the amount of the contract Accordingly, Green Tree, as a matter of law and contractual agreement, is subject to all of the claims that plaintiff has against P Angelo, up to the amount of the contract

24 But for Green Tree continuing to fund loans originated by P Angelo, plaintiff would not have been injured as set forth herein As such, Green Tree has aided, abetted, acquiesced in and rendered material assistance to P Angelo in furtherance of the conduct alleged Green Tree also continued to underwrite, purchase, acquire, service or accept assignments through and from P Angelo of contracts with other consumer homeowners and demanded payment after receiving complaints from P Angelo customers As a result, Green Tree knowingly breached self-regulatory duties and has failed to honor contractual obligations under the FTC Holder Rule and contract provisions

25 Plaintiff entered into the transactions described above and purchased goods and services primarily for personal, family or household purposes

IV CLAIMS

1 Pennsylvania Consumer Protection Law

26 The acts described above constitute unfair methods of competition and unfair or deceptive acts or practices, as defined by the CPL, 73 P S §§ 201-2(4) and 201-3, in connection with the purchase of home construction and repair services and goods and the entering into of standard form contracts in that they involved, among other things

(a) Intentionally, knowingly, recklessly or negligently making repairs, improvements or replacements on plaintiff's real property of a quality inferior to and below the standard of that agreed upon in writing in violation of 73 P S § 201-2(4)(xvi)

(b) Intentionally, knowingly, recklessly or negligently depriving plaintiff of her right to cancel the transactions

27 As a result of the violations of the CPL, plaintiff has suffered ascertainable losses entitling her to an award of treble damages and attorneys' fees pursuant to 73 P S § 201-9 2

2 Breach of Contract

28 The standard form contracts and all similar form contracts used by defendants contain language required by the FTC Holder Rule, an express covenant that any holder of the consumer credit contract shall be liable for all claims the consumer has against the seller, up to the amount of the contract Green Tree has breached and failed to abide by that provision

29 In addition each of the contracts contain an implied covenant that defendants named herein will deal with their customers fairly and in good faith in performing the obligations required under the contract Defendants breached that implied covenant of good faith and fair dealing with respect to plaintiff by failing to respond to complaints about workmanship and

failing to assume responsibility for defects in workmanship

30 As a consequence of defendants' breaches of implied and express contractual terms, plaintiff has sustained damages

3 Unjust Enrichment

31 Defendants have been unjustly enriched at the expense of plaintiff by collecting money to which they are not entitled

32 Plaintiff is entitled to recover such money

4 Promissory Estoppel

33 P Angelo routinely promised to provide home improvement goods and services at promised prices which it did not provide to plaintiff P Angelo deceptively presented ambiguous contracts that did not conform to oral promises and misled plaintiff as to the performance of those promises Defendants breached those oral promises and failed to perform

34 As a result plaintiff has suffered substantial damages

5 Breach of Fiduciary Duty / Unconscionability

35 Each of the defendants sued herein had and has a special relationship with the plaintiff Each defendant had superior knowledge and induced plaintiff to repose trust and confidence in each defendant Each defendant therefore owed the fiduciary duties of candor, full disclosure and loyalty to plaintiff Each defendant breached that duty and acted unconscionably

36 As a result of each defendants' breach of their fiduciary duties to plaintiff, plaintiff has suffered damages

6 Fraudulent Misrepresentation

37 Defendant P Angelo either on its own or through its agents, principals, dealers or

affiliates intentionally, or with reckless disregard for the truth, made representations of material fact, including

(a) That the home improvements would be performed in a good and workmanlike manner to the homeowner's satisfaction when, in fact, they were not,

(b) That the home improvement repairs would be of reasonable quality and workmanship when, in fact, they were not, and

(c) That the home improvements would be installed to the homeowner's complete satisfaction when, in fact, they were not

38 Defendant P Angelo made these misrepresentations as part of a conspiracy to defraud Plaintiff relied upon defendant's fraudulent misrepresentations of material facts which were calculated to, and did, deceive plaintiff, resulting in serious injury to plaintiff

7 Negligent Misrepresentation

39 Defendants either on their own or through their agents, assignees, principals dealers or affiliates, where it was reasonably foreseeable that plaintiff would act or refrain from acting in reliance on the representations, negligently made misrepresentations of and omitted to state material facts including

(a) That the home improvements would be performed in a good and workmanlike manner to the plaintiff's satisfaction when, in fact, they were not,

(b) That the home improvements would be of reasonable quality and workmanship when, in fact, they were not, and

(c) That the home improvements would be installed to plaintiff's complete satisfaction when, in fact, they were not

40 These misstatements and omissions of material facts were calculated to induce acceptance by plaintiff

41 As a result of defendants' negligent misstatements and omissions of material facts, plaintiff has suffered serious injury

V REQUEST FOR RELIEF

WHEREFORE, plaintiff requests the following relief

(a) An order enjoining defendants from continuing to engage in the practices described in this Complaint,

(b) Actual and treble damages for defendants' violations of the CPL

(c) Compensatory damages,

(d) Consequential damages,

(e) General damages for all injuries resulting from the breaches of contract, unjust enrichment, promissory estoppel, breaches of fiduciary duty, fraudulent misrepresentation and negligent misrepresentation described in this Complaint,

(f) Punitive damages,

(g) Costs and disbursements of the action,

(h) Reasonable attorneys' fees, and

(i) Such other relief at law or equity as may be deemed just and proper

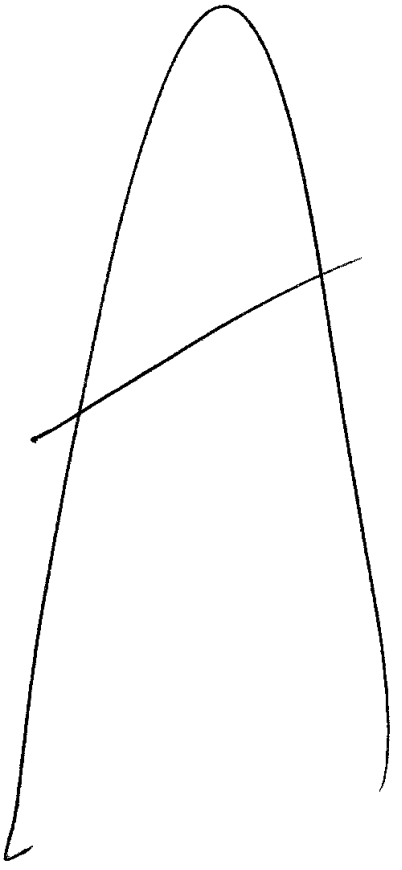
DONOVAN MILLER, LLC

By

DAVID A SEARLES
MICHAEL D DONOVAN
1608 Walnut Street, Suite 1400
Philadelphia, PA 19103
(215) 732-6020

Attorneys for Sara McDonald

Dated November 18, 1999



20000

All Labor and Materials Furnished By

P. Angelo & Sons, Inc.

3200 48th St.
Pennsauken, NJ 08109
In NJ 1 800-992-0013 PA or DEL 1-800-635 1323

HOME IMPROVEMENT AGREEMENT
FOR INSTALLATION & SERVICE
N J LICENSE NO 103600

Date 5/14 19 93

No one is authorized on behalf of P Angelo & Sons, Inc. to represent this job to be A SAMPLE HOME OR A FREE JOB

I we the owner(s) of the premises mentioned below hereby contract with and authorize you as contractor to furnish all necessary materials labor and workmanship to install construct and place the improvements according to the following specifications terms and conditions on premises below described

Owner s Name Thomas Laurence McDonald Phone (215) 497-1668

Address 144C Lita Avenue City Linwood State Pa 19061

Check Items Below

- [ ] 1 Apply Aluminum Breather Foil
- [ ] 2 Apply Channel Molding around Windows & Doors—Color
- [ ] 3 Caulk & Seal with Caulking Compound where Necessary
- [ ] 4 All Corners to be finished with Special Post Corners—Color
- [ ] 5 All work to be done in a Workmanlike Manner
- [ ] 6 Contractor to carry all Applicable Liability Insurances
- [ ] 7 All Materials to Carry Manufacturers Guarantees Applicable
- [ ] 8 Apply First Grade Sidings to Exterior Walls as Follows

NOTICE
NO OVERHANGS FACIA BOARDS SOFFITS SILLS WINDOW FRAMES DOOR FRAMES OR ANY OTHER TRIM INCLUDED IN CONTRACT UNLESS CHECKED BELOW OR SPECIFIED UNDER REMARKS

Yes	No		Color
[ ]	[ ]	Case Out Window Frame	
[ ]	[ ]	Case Out Door Frame	
[ ]	[ ]	Case Out Garage Frame	
[ ]	[ ]	Case Out Sliding Door Frame	
[ ]	[ ]	Cover Facia Trim	
[ ]	[X]	Cover Soffit Trim	

Remarks & Additional Work

[illegible] Angelo Double Hung [illegible] replacement windows to [illegible] special [illegible] [illegible] This [illegible] [illegible]

Contractor agrees to start above described work on or about and complete described work on or about

Cash price of job $ Down Payment $ Ø Balance $ 13,[illegible]

Terms if Cash 1/3 on Start $ 1/3 upon 1/2 Completion $ Ø 1/3 Balance on Completion $ Ø

Or Company will arrange financing as follows

All of the above work payable at $ 97.96 per month for 120 months First payment is to be made 30 days after completion of said work Make all checks payable to P Angelo & Sons, Inc.

P Angelo & Sons, Inc will not be responsible for any refund of monies or deposits unless all deposits and checks are made payable to P Angelo & Sons, Inc cash or certified check only)

If Owner elects to pay cash all monies are due on or before completion of work.

Contractor to procure all permits required by law

All papers notes etc necessary for bank financing to be signed upon the request of P Angelo & Sons, Inc.

[illegible] FREE OF CHARGE [illegible] COMPANY GUARANTEE TO REPLACE FAULTY MATERIAL OR WORKMANSHIP FREE OF CHARGE [illegible] YEARS OF COMPLETION OF WORK OR AS MANUFACTURERS WARRANTY APPLIES

CONTRACTOR warrants and represents that adequate Workmen s Compensation and Public Liability Coverage as been secured and that the policies covering such coverage are in force and are in good standing

CONTRACTOR shall not be liable for delay due to causes beyond the control of the Contractor

No work is to be done other than that specified in this contract of the Contractor

YOU MAY RESCIND THIS SALE PROVIDED THAT YOU NOTIFY THE HOME REPAIR CONTRACTOR OF OUR INTENT TO DO SO BY CERTIFIED MAIL RETURN RECEIPT REQUESTED POST-MARKED NOT LATER HAN 5 00 O CLOCK P M OF THE THIRD BUSINESS DAY FOLLOWING THE SALE

Owner warrants that this contract is signed without any reliance upon any representations or promises of the ontractor or his agents except as is specifically written on the face of this contract and that no such promises r representations have been offered as an inducement for signing it being the intent and agreement of the parties hat this contract constitutes the entire agreement and understanding of the parties

This contract is accepted subject to approval of Contractor and Credit Approval Contractor has right to reject he terms of this contract at their option anytime prior to commencement of work

The owner hereby acknowledges receipt of a copy of this agreement

P ANGELO & SONS, INC
Contractor

X (LS) Owner

(LS) X (LS) Owner

TERMS AND CONDITIONS

Acceptance of this agreement and delays. By signing this agreement you are making an offer to by our home improvement product. Once we have accepted the offer you will be bound by this agreement. This agreement will not be binding upon us until it is accepted for us by a person other than a salesman authorized to do so.

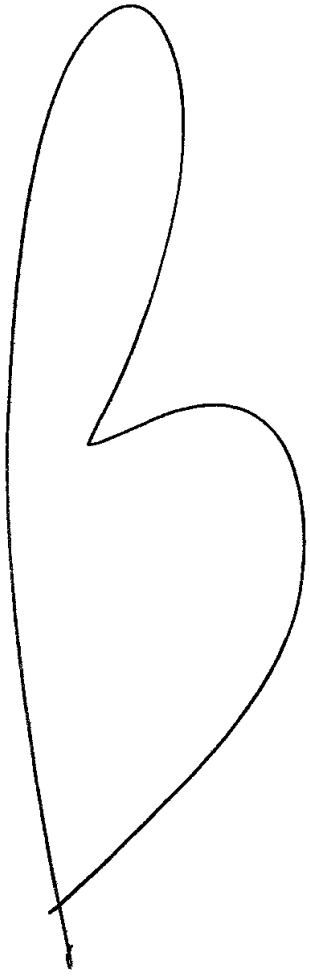
Damages. If after we accept your offer to buy our home improvement product, you cancel this agreement, you refuse delivery of our home improvement product or we are unable through your fault to install our home improvement product, you will pay us for our loss and our expenses. Our loss will be equal to 20% of the total price of the contract, unless a lessor amount is stipulated by law

Collection of amount owed if we hire an attorney to bring a lawsuit to collect any amount owing under this agreement, you will pay us the attorney fees and any court costs we have to pay The attorney fees will be 20% of the amount owing unless a court sets a smaller fee

Continued effectiveness. If any part of this agreement is determined by a court to be invalid, the rest will remain in effect.

Responsibility You and everyone else signing this agreement will be individually and together liable under it. We can sue you under this agreement even if we do not sue anyone else

Entire agreement. Except for the written Limited Warranty delivered by us and financing documents, if any, used in connection with the purchase of our home improvement product, this agreement is the final and complete agreement between you and us concerning our home improvement product.



SECONDARY MORTGAGE CONTRACT THIS CONTRACT IS SUBJECT TO THE SECONDARY MORTGAGE LOAN ACT

HI-RIC GT 15 39-010 (10/92)

RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

No. _____

Date 7-1-93

Buyer(s)
THOMAS J MCDONALD
SARA F MCDONALD
1440 YATES AVE
LINWOOD PA 19061

You and your means each Buyer above and any guarantor jointly and severally

Seller
P ANGELO & SONS INC
3200 48TH ST
PENNSAUKEN, NJ 08109

We and us means the Seller above its successors and assigns.

SALE You agree to purchase the property (and/or services) described below according to the following terms including those on the reverse side

You agree to pay us the principal sum of THIRTEEN THOUSAND AND NO/100 dollars ($ 13000 00) plus interest from the disbursement date at the rate of 13 50 % per year until paid in full

You will pay the total amount due in 120 installments of $ 197 96, each beginning SEE BELOW 19 ____ and continuing on the same day of each Month thereafter until paid in full

If your first payment date is more than thirty days from the date of completion you agree that any accrued interest (which is not due paid with your first payment) will be added to your principal balance as a deferred charge and that interest shall be calculated upon such deferred charge at the contract rate over the loan term

PREPAYMENT You may prepay this note in full or in part at any time Any partial prepayment will not excuse any later scheduled payments until this contract is paid in full

LATE CHARGE N/A If checked you agree to pay a late charge on any payment more than ____ days past due equal to ____ % of the installment up to $ N/A but not less than $ ____

COSTS AND ATTORNEYS FEES You agree to pay all costs of collection if you default, including reasonable attorneys' fees.

DESCRIPTION OF GOODS AND/OR SERVICES AND SECURITY AGREEMENT Here is a description of the goods and/or services you are purchasing To secure the payment of this contract, you give us a security interest in the goods plus all accessions attachments accessories and equipment plus all proceeds arising from all of these You also agree to give us a separate mortgage (or deed of trust) on the real property described below

INSTALLATION OF:	DESCRIPTION OF GOODS/SERVICES	JOB NUMBER:
Storm replacement windows		

REAL PROPERTY ADDRESS
1440 YATES AVE LINWOOD PA 19061

WARRANTIES WARRANTY INFORMATION IS SUPPLIED TO YOU SEPARATELY

LOCATION The goods and services installed will be located at the real property address listed above

You will furnish to us at our request a disclaimer signed by all persons having an interest in the above described real estate of any right title or interest in or lien upon this property prior to the security interest created by this contract.

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you	AMOUNT FINANCED The amount of credit provided to you or on your behalf	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments	TOTAL SALE PRICE The total cost of your purchase on credit including your down payment of $ 00
13 50 %	$ 10755 20	$ 13000 00	$ 23755 20	$ 23755 20

Your Payment Schedule will be	Number of Payments	Amount of Payments	When Payments Are Due
	120	$ 197 96	*Monthly Beginning Approximately 30 Days From Disbursement Date

Security You are giving a security interest in ____ (brief description of the property)

XX the goods or property being purchased

XX the real property where the improvements are made

____ Late Charge You will be charged N/A of any installment that is late by more than ____ days after it is due up to $ ____ but not less than $ 00

Prepayment If you pay off this contract early you ____ may XX will not have to pay a penalty Filing fee $ 00

You can see your contract documents for any additional information about nonpayment default any required repayment in full before the scheduled date and prepayment refunds and penalties

ITEMIZATION OF AMOUNT FINANCED

1	Cash Price (including Sales Tax)	$ 13000 00
2	Cash Down Payment	$ 00
3	Unpaid Balance of Cash Price (1 minus 2)	$ 13000 00
4	Other Charges	
	(a) To Insurance Companies	$ 00
	(b) To Public Officials	$ 00
	(c) To GIS For Inspection	$ 00
	(d) To Appraiser	$ 00
	(e) Property Report	$ 00
	(f) Processing Fee	$ 00
	(g)	$
	(h)	$
	(i)	$
	(j)	$
	(k)	$
	(l)	$
5	Subtotal (3 plus 4(a) through 4(l))	$ 13000 00
6	Prepaid Finance Charges	
	(a) To GIS For Inspection	$ 00
	(b) Discount Points	$ 00
	(c)	$
7	Amount Financed (5 minus 6(a) through 6(c))	$ 13000.00

CREDIT INSURANCE

Credit life insurance and credit disability insurance are not required to obtain credit and will not be provided unless you sign and agree to pay the additional costs

Type	Premium	Term
Credit Life	00	000
Credit Disability	00	000
Joint Credit Life	00	000

You ____ do ____ do not want credit life insurance
X N/A

You ____ do ____ do not want credit disability insurance
X N/A

You ____ do ____ do not want joint credit life insurance
X N/A
XX N/A

PROPERTY INSURANCE

You may obtain property insurance from anyone that is acceptable to us If you get the insurance from or through us you will pay

00 or 00 YEARS of coverage

The property insurance premium is calculated as follows

Fire Theft and Combined Add'l Coverage	$ 00
	$ 00
	$ 00
	$ 00

The above insurance does not include liability insurance coverage for bodily injury and property damage unless such insurance is specifically described above

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 a completely filled in copy of this agreement. (3) Under the law you have the right to pay off in advance the full amount due and under certain circumstances to obtain a partial refund of the service charge

1 Signed X [signature] Buyer
THOMAS J MCDONALD

2 Signed X [signature] Buyer
SARA F MCDONALD

BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS RETAIL INSTALLMENT CONTRACT

1 Signed X [signature] Buyer
THOMAS J MCDONALD

2 Signed X [signature] Buyer
SARA F MCDONALD

YOU AGREE TO THE TERMS ON THE REVERSE SIDE OF THIS CONTRACT

ASSIGNMENT

Seller assigns this contract on 7-1 1993

to GREEN TREE CONSUMER DISCOUNT CO. in accordance with the Seller's Assignment appearing on the reverse side The assignment is ____ Without Recourse 2 ____ With Recourse 3 XX Subject to a separate Agreement

P ANGELO & SONS INC (Seller)

By ____ Title

Signed X ____ For Seller

Title ____

White First Copy Lender Green Second Copy Regional Office Canary Third Copy Buyer Pink Fourth Copy Seller Goldenrod Fifth Copy Filing

BANKERS SYSTEMS INC 982 ST CLOUD MN 56301 (1 800 397 2341) FORM RS SI HI PA 5/20/86 CUSTOMIZED GT 15 -0 0 (10/92)

DONOVAN SEARLES, LLC
ATTORNEYS AT LAW
1845 WALNUT STREET
SUITE 1100
PHILADELPHIA, PA 19103
(215) 732-6067
FAX (215) 732-8060
www donovansearles com

DAVID A SEARLES
dsearles@donovansearles com

May 19, 2003

VIA FEDERAL EXPRESS
OVERNIGHT DELIVERY

Bankruptcy Management Corp
ATTN Conseco, Inc Claims Agent
1330 E Franklin Avenue
El Segundo, CA 90245

Re In re Conseco Finance Corp
Bankruptcy No 02-B-49672

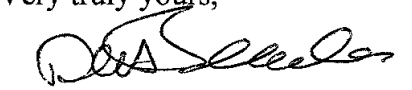
Dear Sirs

Enclosed for filing please find Proofs of Claim on behalf of the following clients of this office

1 Bertha Coleman, $27,938 00 in damages, fees and costs,
2 Freda Dickinson, $18,938 00 in damages, fees and costs,
3 Robert P Morgan, $18,938 00 in damages, fees and costs,
4 Sara P McDonald, $23,998 00 in damages, fees and costs,
5 Beryl Stivender, $21,378 00 in damages, fees and costs,
6 Theresa Smith, $18,938 00 in damages, fees and costs,
7 Pedro and Romanita Colon, $19,084 00 in damages, fees and costs

I have also enclosed face copies of each of the above Proofs of Claim Kindly file the original and return date-stamped copies to me in the enclosed envelope

Very truly yours,



DAVID A SEARLES

DAS/pam
Enclosures