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-49675

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)

Anthony & Patricia Munoz

☐ 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

Name and address where notices should be sent

Mary Leigh Arnold, P.A.
P.O. Box 265
Mt. Pleasant, SC 29465

XX 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

Telephone number

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor

Check here if this claim ☐ replaces XX amends a previously filed claim, dated 5/22/03 Claim# 49675-002708

1 Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
XX Other Suit for violation of South Carolina law

☐ 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 December 23, 1998

3 If court judgment, date obtained Hearing Held no order issued

4 Total Amount of Claim at Time Case Filed $ No less than 240,000.00

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

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

Brief Description of Collateral

☐ Real Estate ☐ Motor Vehicle

☒ Other ~~Offset &~~ recoupment rights against mortgage. *

Value of Collateral $_____

* See attached Complaint, Mortgage, and Note.

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

THIS SPACE IS FOR COURT USE ONLY

FILED
JUN 27 2003
BMC

Conseco Finance Corp Claim
49675003542

Date 6-19-03

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)

Mary Leigh Arnold

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

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF CHARLESTON) COURT FILE NO 96-CP-10-4458

ANTHONY L MUNOZ and PATRICIA A MUNOZ, Plaintiffs,	
vs	COMPLAINT (JURY DEMANDED)
GREEN TREE FINANCIAL CORPORATION a/k/a GREEN TREE ACCEPTANCE CORPORATION and GERALD SEALEY d/b/a TRI-STATE BUILDERS, Defendants	(SC CONSUMER PROTECTION CODE VIOLATIONS, FRAUD, UNFAIR TRADE PRACTICES, AND NEGLIGENT MISREPRESENTATION)

The Plaintiffs above-named, complaining of the Defendants herein, allege and say as follows

1 Plaintiffs are now and were at the times hereinafter mentioned, residents of the State of South Carolina, County of Charleston, and this Court has jurisdiction over the parties and subject matter of this action

2 Upon information and belief, the Defendant, Green Tree Financial Corp a/k/a Green Tree Acceptance Corporation (hereinafter "Green Tree") is now and was at the time hereinafter mentioned a corporation organized and existing under the laws of a state other than the State of South Carolina, but authorized to transact business in the State of South Carolina

3 Upon information and belief the Defendant, Gerald Sealey d/b/a Tri-State Builders is now and was at the times hereinafter mentioned, a resident of the State of South Carolina County of Berkeley and agent of Green Tree (hereinafter, "Green Tree's Agent")

FACTUAL

4 At all times relevant hereto, Green Tree regularly extended or offered to extend consumer credit for which a finance charge is or may be imposed or which, by written agreement, is payable in more than four installments, making Green Tree a creditor within the meaning of TIL, 15 U S C § 1602(f) and Regulation Z § 226 2(a)(17)

5 In or around late 1993, Plaintiffs contacted Green Tree's Agent to obtain a loan

6 Green Tree approved a home improvement loan for Plaintiffs

7 Upon information and belief, Green Tree and Green Tree's Agent agreed to loan to Plaintiffs the sum of Fifteen Thousand and no/100 ($15,000 00) Dollars for the purpose of making certain improvements to their home

8 Green Tree's Agent agreed to perform the work/ improvements to Plaintiffs' home for the sum of Fifteen Thousand and no/100 ($15,000 00) Dollars Green Tree's Agent was not properly licensed to perform the work for which he was contracted

9 On December 28, 1993, a Mortgage was purportedly executed by Plaintiffs in favor of Green Tree's Agent, a copy of which is attached hereto as Exhibit "A" and incorporated herein by specific reference

10 On or about December 28, 1993, Plaintiffs executed and delivered to Green Tree's Agent that certain "Retail Installment

Contract and Security Agreement" (hereinafter, "Consumer Note") in the original principal amount of Fifteen Thousand and no/100 ($15,000 00) Dollars, which transaction is a consumer transaction within the meaning of TIL, 15 U S C § 1602 and Regulation Z § 226 2, a copy of which is attached hereto as Exhibit "B" and incorporated herein by specific reference

11 The Consumer Note lists as collateral the goods and/or services purchased by Plaintiffs in addition to the real property located at 1151 Camden Street, Charleston, South Carolina

12 On the same day as the execution of the Consumer Note, December 28, 1993, Green Tree's Agent executed and delivered to Green Tree an Assignment of that certain Consumer Note, dated December 28, 1993

13 Green Tree nor Green Tree's Agent provided Plaintiffs with copies of all of the loan documents

14 Upon information and belief, the Consumer Note did not fully and properly disclose all material disclosures as required by Truth-in-Lending Regulations

15 Defendants failed to disburse the proceeds of the loan directly to Plaintiffs No check upon closing was delivered to Plaintiffs

16 Defendants, in violation of South Carolina law, failed to disclose to Plaintiffs that they had the right to select an attorney of their choice or insurance agent

17 Upon information and belief, Green Tree prepared all documents or caused them to be prepared without assistance of counsel in violation of South Carolina law

18 Upon information and belief, Plaintiffs were grossly overcharged for materials and work performed

FOR A FIRST CAUSE OF ACTION AS TO ALL DEFENDANTS
(UNCONSCIONABLE CONSUMER CREDIT TRANSACTION)

19 Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1 through 18, as set forth fully herein

20 Plaintiffs were informed and believe they were induced to enter into the consumer transaction by unconscionable means, acts or practices of Defendants in violation of § 37-5-108

21 By reason of the unconscionable conduct of Defendants, the consumer transaction should be deemed unenforceable and Plaintiffs should be awarded attorneys' fees and costs

FOR A SECOND CAUSE OF ACTION AS TO ALL DEFENDANTS
(UNFAIR TRADE PRACTICES)

22 Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1 through 18, as set forth fully herein

23 Defendants were at all times relevant to the allegations of this action, engaged in trade or commerce in Charleston County, State of South Carolina

24 The aforementioned acts and omissions of the Defendants constitute unfair and deceptive acts in the conduct of trade or commerce

25 The unfair and deceptive acts have injuriously affected the Plaintiffs and other people of the State of South Carolina and have an impact upon the public interest by virtue of their detrimental impact on the public in general in South Carolina

26 The unfair and deceptive acts of this kind and nature have a high degree of likelihood and potential for repetition

27 Plaintiffs have suffered an unascertainable loss of money and property as a result of Defendants unfair and deceptive acts as complained of in the Complaint and Plaintiffs are informed and believe that said acts of Defendants were willful and that Defendants knowingly engaged in the unfair and deceptive acts complained of in the Plaintiffs' Complaint

28 As a result of the Defendants' violations of the South Carolina Unfair Trade Practices Act, the Plaintiffs are informed and believe that they are entitled to and hereby seek to recover three times the actual damages which have been sustained together with their costs and reasonable attorneys' fees

FOR A THIRD CAUSE OF ACTION AS TO ALL DEFENDANTS
(FRAUD)

29 Plaintiffs allege each and every allegation contained in Paragraphs 1 through 28, as set forth fully herein

30 Defendants represented to Plaintiffs that certain funds would be available at closing, the work performed was for fair market value, that Green Tree's agent was properly licensed to perform the work, that the annual percentage rate did not exceed 11 50%, and that no commissions were charged

31 Defendants did not disclose to Plaintiffs that a Mortgage was being taken on their home or that they had a right to select counsel

32 Plaintiffs are informed and believe, and based upon such information and belief, allege that the representations and omissions made by Defendants were, in fact, false and intentional

33 Plaintiffs are informed and believe, and on the basis of such information and belief, allege that the above representations were false when the Defendants made them

34 When Defendants made these representations, they knew them to be false, and these representations were made by Defendants with the intent to defraud and deceive Plaintiffs and with the intent to induce Plaintiffs to execute the Consumer Note

35 Plaintiffs, at the time the aforementioned representations were made by Defendants and at the time Plaintiffs took the actions herein alleged, were ignorant of the false representations and believed them to be true In reliance upon these representations, Plaintiffs were induced to and did execute in favor of Defendants that certain Consumer Note and Mortgage Had Plaintiffs known the actual facts, Plaintiffs would not have taken such action Plaintiffs' reliance on Defendants representations was justified because Defendants held themselves out to be experienced in the lending field and home improvement field

36 By Plaintiffs' reliance on Defendants' false and fraudulent representations, they have been damaged

37 As a proximate result of Defendants' misrepresentations, Plaintiffs have sustained damages

38 The aforementioned acts of Defendants were willful, wanton, malicious, and oppressive and justify the awarding of exemplary and punitive damages

FOR A FOURTH CAUSE OF ACTION AS TO ALL DEFENDANTS
(NEGLIGENT MISREPRESENTATION)

39 Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1 through 38, as set forth fully herein

40 Defendants representations to Plaintiffs and omissions of the truth, constitute negligent misrepresentations

41 As a result of Defendants' negligent misrepresentations, Plaintiffs have sustained damages

42 The aforementioned acts of Defendants were willful, wanton, malicious and oppressive and injured Plaintiffs and justify the award of exemplary and punitive damages

FOR A FIFTH CAUSE OF ACTION AS TO ALL DEFENDANTS
(CONSPIRACY)

43 Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1 through 42, as set forth fully herein

44 Plaintiffs are informed and believe and based upon the information and belief, allege that Defendants knowingly and willingly and with the intent to defraud Plaintiffs and others

and to obtain secret profits at the expense of Plaintiffs and others, conspired and agreed among themselves to do the aforementioned acts

45 Plaintiffs are informed and believe and that based upon such information and belief, allege that Defendants, and each of them, did the acts and things herein alleged pursuant to and in furtherance of the conspiracy

46 Plaintiffs are informed and believe and that based upon such information and belief, allege that Defendants agreed to conceal the true facts relating to the transaction

47 As an approximate result of Defendants' acts of conspiracy, Plaintiffs have sustained special damages

48 The aforementioned acts of Defendants were willful wanton, malicious and oppressive and were undertaken with an intent to injure Plaintiffs and justify the award of exemplary and punitive damages

FOR A SIXTH CAUSE OF ACTION AS TO ALL DEFENDANTS
(Violation of South Carolina Consumer Protection Code)

49 Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1 through 48, as set forth fully herein

50 Defendants failed to ascertain from the Plaintiffs their preference as to legal counsel to represent them in all matters relating to the closing of the transaction or to ascertain from the Plaintiffs their preference as to an insurance agent

51 Defendants failed to advise Plaintiffs of their right to select legal counsel and an insurance agent in violation of S C Code § 37-10-102

52 Defendants failure to advise Plaintiffs of the right to select legal counsel and an insurance agent relating to transaction requires Defendants to forfeit the total amount of the loan finance charge and the cost of the action, plus double the amounts of the excess loan finance charge or other charges or fees actually received by the Defendants or paid by the Plaintiffs to a third party

WHEREFORE, Plaintiffs pray judgment against Defendants as follows

a In the First Cause of Action as to all Defendants, (1) a determination that the transaction was and is unconscionable, and (2) costs and reasonable attorneys' fees

b In the Second Cause of Action as to all Defendants, (1) for general damages according to proof, (2) for treble damages, and (3) costs and reasonable attorneys' fees

c In the Third Cause of Action as to all Defendants, (1) for general damages according to proof, (2) for exemplary and punitive damages, and (3) costs and reasonable attorneys' fees

d In the Fourth Cause of Action as to all Defendants, (1) for general damages according to proof, and (2) for exemplary and punitive damages

e In the Fifth Cause of Action as to all Defendants, (1) for general damages according to proof, and (2) for exemplary and punitive damages

f In the Sixth Cause of Action as to all Defendants, (1) the total amount of loan finance charge, (2) attorneys' fees and costs, and (3) the amount of the excess loan finance charge or other charges or fees actually received by the Defendants or paid by the Plaintiffs to a third party

g Award such other relief as the Court deems appropriate

Mary Leigh Arnold
HOLMES & THOMSON, L L P
200 Meeting St , Suite 202
Post Office Box 858
Charleston, SC 29402-0858
803/723-2000

ATTORNEYS FOR PLAINTIFFS

CHARLESTON, SC

December 20, 1996

15417713

EXHIBIT "A"

BK 0 238PG241

GT 15 41-050 (8/90)

MORTGAGE

THIS MORTGAGE is made this 28th day of December, 1993, between the Mortgagor ANTHONY L. MUNOZ AND PATRICIA A. MUNOZ a/k/a Patricia A Munoz & Anthony L Munoz (herein "Borrower") and the Mortgagee BOLT BUILDERS, a Bolt Properties organized and existing under the laws of South Carolina whose address is 24-G ST. JAMES STREET, GOOSE CREEK, SC 29445 (herein "Lender")

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. $ 15000.00 which indebtedness is evidenced by Borrower's note dated 28th December 1993 and extensions and renewals thereof (herein "Note") providing for monthly installments of principal and interest, with the balance of indebtedness if not sooner paid due and payable on Approximately 120 months from disbursement date.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of CHARLESTON State of South Carolina

SEE ATTACHED "A"

which has the address of 1151 CAMPEN ST. (Street) CHARLESTON (City)

South Carolina 29406 (Zip Code) (herein "Property Address")

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

SOUTH CAROLINA

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GT 15 41-050 (8/90)

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planned unit development assessments (if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one twelfth of yearly premium installments for hazard insurance, plus one twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy

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[illegible] exercise all rights and remedies provided by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage; (b) is not personally liable on the Note or under this Mortgage; and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein: "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair or other loan agreement which Borrower enters into with Lender. At Lender's option, Lender may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 20 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports, all of which shall be additional sums secured by this Mortgage.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. **Reconveyance.** Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void and Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. **Waiver of Homestead.** Borrower waives all rights of homestead exemption in the Property.

22. **Waiver of Right of Appraisement.** Borrower hereby waives the right to assert any statute providing appraisal rights [illegible] any judicial judgment obtained by Lender against Borrower in the event of a foreclosure under this [illegible]

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BK O. 238PG244

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in the County of Charleston, State of South Carolina, known and designated as Lot 5, Block 145-A, as shown on a plat entitled "Portion of Block 145, North Charleston" made by J. O'Hear Sanders, Jr., CE, dated January, 1952, and recorded in the RMC Office for Charleston County in Plat Book H, Page 127 Said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

Being the same property conveyed to Anthony L. Munoz and Patricia A. Munoz dated September 6, 1990 and recorded September 13, 1990 in Book O-196, Page 850 in the RMC Office for Charleston County.

U S Property & Appr Inc
Box 16487
Pittsburgh, Pa
15242

BK 0 238PG 15

REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender at Lender's address set forth on page one of this Mortgage of any default under the superior encumbrance and of any sale or other foreclosure action

IN WITNESS WHEREOF Borrower has executed this Mortgage

Signed sealed and delivered in the presence of

Betty L Taiste — Anthony L Munoz AKA Anthony L Munoz (Seal) —Borrower
Carolyn G Cribb — Patricia A Munoz AKA Patricia A Munoz (Seal) —Borrower

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA CHARLESTON County ss.

Before me personally appeared Betty L Taiste and made oath that Betty L Taiste saw the within named Borrower sign, seal and as Their act and deed, deliver the within written Mortgage and that Betty Taiste with Carolyn G. Cribb witnessed the execution thereof
Sworn before me this 2nd day December 1993
Rosemary Bailey (Seal) Betty L Taiste
Notary Public for South Carolina
My Commission Expires September 5, 2000
My Commission expires

FILED
0238-241
94 FEB -4 PM 1:49
ROBERT N KING
REGISTER
CHARLESTON COUNTY, SC

(Space Below This Line Reserved For Lender and Recorder)

Prepared by and Return to:
GREEN TREE FINANCIAL CORPORATION
Home Improvement Department
355 St Peter St Suite 1000
St Paul MN 55102

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28

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

VERIFICATION

PERSONALLY appeared before me the undersigned affiants, who, being duly sworn, depose and say that the are the Plaintiffs named herein, and that they are familiar with the transaction and facts stated in the above pleading, that they have read the said pleading, that the facts therein stated are true, except those matters stated on information and belief, and as to those, they believe them to be true

Anthony L Munoz
ANTHONY L MUNOZ

Patricia A. Munoz
PATRICIA A MUNOZ

SWORN to before me this 17
day of December, 1996

(LS)
Notary Public for South Carolina
My Commission Expires 4/17/2001

DISBURSEMENT DATE 1/06/94 ACCOUNT # 15017

HI-RIC

GT 15 41 010 (11/92)

RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

No

Date 12 28 93

Buyer
ANTHONY L HUNEZ
PATRICIA A HUNEZ
1151 CAMDEN ST

CHARLESTON , SC 29406

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

Seller
TRI STATE BUILDERS

24-G ST JAMES STREET
GOOSE CREEK SC 29445

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 FIFTEEN THOUSAND AND NO/100 dollars ($ 15000 00) plus interest from the disbursement date at the rate of 11 50 % per year until paid in full You will pay the total amount due in 120 installments of $ 210 89 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 will not be 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 contract in full at any time

LATE CHARGE You agree to pay a late charge when an installment is not paid within ___ days after it is due This charge will be ___ % of the unpaid portion of the installment or $ N/A whichever is less However this charge will not be less than $ N/A You also agree that we may change these amounts pursuant to §§37 2 203 and 37 1 103 of the South Carolina Consumer Protection Code so as to always be the maximum amounts allowed by law

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
Soffit, Fascia		

REAL PROPERTY ADDRESS
1151 CAMDEN ST CHARLESTON SC 29406

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
11 50 %	$ 10306 80	$ 15000 00	$ 25306 80	$ 25306 80

Your Payment Schedule will be	Number of Payments	Amount of Payments	When Payments Are Due
	120	$ 210 89	*Monthly Beginning Approximately 30 Days From Disbursement Date

Security You are (giving) a security interest in ___ (brief description of other property)

XX the goods or property being purchased

XX the real property where the improvements are made

Late Charge You will be charged a late charge when an installment is not paid within ___ days after it is due This charge will be ___ % of the unpaid portion of the installment or $ N/A whichever is less However this charge will not be less than $ N/A

These amounts may change pursuant to §§37 2 203 and 37 1 109 of the South Carolina Consumer Protection Code

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

You can see your contract documents for any additional information about nonpayment default any required repayment before the scheduled date and prepayment refunds and penalties e means an estimate

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price of Goods Sold or to be Sold To 15000 00

ADDITIONAL TERMS OF THE CONTRACT AND SECURITY AGREEMENT

GENERAL TERMS As used in this [illegible] contract includes the [illegible] security agreement You have been given an opportunity to perfect the property and services on the front side for the cash price or the total sale price which is the total price of the property and/or services if you buy it over time The total sale price disclosed in the outlined box on the front side is based on the terms in effect today and the assumption that all payments will be made as scheduled The actual total sale price may be more or less than the amount disclosed depending on your payment method You agree to buy the property and/or service from us at the actual total sale price according to the terms of this contract

You agree this contract will be governed by the Law of the State of South Carolina including the Uniform Commercial Code if applicable You agree that this and any other written agreement pertaining to this sale contain all of the terms and provisions of your agreement with us and that we have not made any oral warranties or promises regarding the [illegible] of property This contract takes effect when signed by you

Any term of this contract which does not comply with applicable law will not be effective if that law does not expressly or impliedly permit variations by agreement If any part of this contract or security agreement cannot be enforced according to its terms this fact will not affect the balance of the contract and security agreement

You agree to pay us all allowable charges for the return by a depository institution of a dishonored check or other negotiable instrument to the full extent provided by applicable law

You agree to cooperate with us 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 us to complete this transaction You agree that we may enforce this agreement by judicial process and are entitled to attorneys fees costs and disbursements incident to such enforcement

INTEREST Interest accrues on the unpaid balances of principal remaining from time to time until paid in full Each payment will be first applied to interest accrued up to the time the payment is actually made then to principal The actual amount of your final payment may be more or less than the amount scheduled depending on your payment record

OWNERSHIP AND DUTIES TOWARD PROPERTY By giving us this security interest you represent and agree

(a) you will defend this property against any claim made by anyone else and will do whatever is necessary to preserve our status in the property

(b) you have signed or immediately will sign any additional documents or provide us with any additional information we may require to perfect and preserve our priority in this property You will not hereafter do anything to defeat our position

(c) you will keep the property in your possession in good condition and repair and use it only for the lawful purposes for which it was intended Unless otherwise agreed in writing the property will be installed at the address listed on the front side of this form

(d) you will not attempt to sell the property or otherwise transfer any rights in this property to anyone else

(e) you will pay all taxes and assessments on the property as they become due

(f) you will provide us reasonable access to the property for the purpose of inspection and notify us of any loss or damage and

(g) we may pay taxes assessments or other liens or make repairs to the property if you have not done so We are not required to do so however if we do the amount we pay will be added to the secured obligations will be immediately due and will accrue interest at the rate in effect from time to time until paid in full

DEFAULT You will be in default on this contract if any one or more of the following occurs (except as prohibited by law)

(a) you fail to make a payment as required by this agreement

(b) the property of payment performance or realization on collateral is seriously impaired or

(c) you default under the terms of the mortgage or deed of trust which secures this contract

If an event of default occurs as to any one of you we may exercise our remedies against any or all of you

REMEDIES If you are in default on this contract for 10 or more days because of failure to make a required payment we must provide you with a written notice of your default and right to cure You have 30 days after we mail or personally deliver this notice to you in which to cure the default We may exercise our remedies after such a default only if you fail to cure the default within such time period

However no notice of default and right to cure is necessary and we may immediately exercise our remedies if you have defaulted once before on this contract and have been given a notice of default and right to cure with respect to such default This last paragraph does not apply if your contract is government insured or guaranteed

Except as otherwise limited above if you are in default on this contract we have all of the remedies provided by law and this contract We may after notice is required by law

(a) accelerate the due date of the contract making all unpaid principal accrued interest and all other agreed charges due

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

INSURANCE You agree to purchase insurance on the secured property against such risks and in such amount as we may reasonably require In addition you agree as follows

(a) you will arrange for us to be named mortgagee or beneficiary under a standard loss payable clause on any such policy so that any benefits arising from the insured risks will first be paid to us for application toward the secured obligations

(b) you agree that we may in the event of a loss require additional security or as a means of payment of the secured obligations as a condition of permitting any insurance benefits to be used for repair or replacement of the property

(c) you agree to purchase insurance from a company that is authorized to do business in Illinois and in a form that is reasonably acceptable to us

(d) you will maintain this insurance until all the secured obligations are paid in full and

(e) if you fail to obtain or maintain this insurance or you fail to arrange for us to be named as mortgagee or beneficiary under a standard loss payable clause we may (but in no event are required to) purchase such insurance which will secure only our interest in the property The amount we pay for such insurance will be added to the secured obligations will be immediately due and will earn interest at the rate in effect from time to time until paid in full

WAIVER You waive (to the extent permitted by law) demand presentment notice of acceleration notice of intention to accelerate protest notice of dishonor and notice of protest

COSTS OF COLLECTION AND ATTORNEYS FEES You agree to pay the reasonable attorneys fees we incur (not in excess of 15 of the unpaid debt) if we hire an attorney to collect this contract in the event of your default plus any other costs we incur to realize upon any security

GUARANTEE You guarantee the payment of this contract You also agree that all the other terms of the contract will apply to you

NAME _____

X _____

THIRD PARTY AGREEMENT

By signing within this enclosure you agree to give us a security interest in and lien on the property that is described on the front side You agree to be bound by the terms of this contract and security agreement but regardless of any provision to the contrary contained herein not to be liable for any payment it requires You agree that we may without releasing you or the property from this Third Party Agreement and without notice or demand upon you renew extend or change any term of this contract and security agreement or take or release other security (including guaranties) for the obligations of any buyer

You acknowledge receipt of a completed copy of this contract and security agreement

Date _____ 19 __

X _____

Name _____

ASSIGNMENT BY SELLER

Seller sells and assigns to assignee (whose name is printed on the face of this contract) its successors and assigns all its rights title and interest in this retail installment contract and any guarantee executed in connection with this contract Seller gives assignee full power either in its own name or in Seller's name to take all legal or other actions which Seller could have taken under this contract

Seller warrants

(a) this contract represents a sale by seller to buyer on a time price basis and not on a cash basis

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re: CONSECO FINANCE CORP.,
Case No. 02-49675

DOCUMENTS APPENDED TO CLAIM

On December 15, 2006, document(s) appended to Claim Number 49675-003542 for the following reason:

- ☒ Stipulation/Order.
- ☐ New Supporting Documents.
- ☐ Change of Address
- ☐ Withdrawal of Claim
- ☐ Other:

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

In re:	)	**Chapter 11**
	)	
Conseco Finance Corp.,[1]	)	
	)	**Case No. 02 B49675**
Debtor.	)	**Honorable Carol A. Doyle**
	)	**(Jointly Administered)**
	)	**Hearing Date: October 12, 2005**

ORDER

This matter coming before the Court on the CFC Motion to Dismiss Claim Nos. 49675-002708 and 49675-003542 it appearing that the relief requested is in the best interests of the Debtors' estates; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that this proceeding is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A) and (O); and it appearing that venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given; and it appearing that no other notice need be given; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED THAT:

1. The Motion is granted.
2. Claim Nos. 49675-002708 and 49675-003542 are hereby dismissed with prejudice and disallowed for all purposes in these bankruptcy cases.
3. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

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[1] The post consummation estate for Conseco Finance Corp. (the "CFC Estate") is the liquidating trust that holds the assets of the Finance Company Debtors in trust for distribution to creditors.

4. This Order shall become effective 21 days following the entry of the Order on this Court's docket.

5. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

Chicago, Illinois
Dated: Aug 23, 2006

United States Bankruptcy Judge