STEVEN MARZULLO, ESQ
302 E Carson, Suite 918
Las Vegas, Nevada 89101
(702) 382-2522
Attorney for SUNRISE MHP & PECOS PARK

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

In re	)	BK-02-49675
	)	Chapter 11
CONSECO FINANCIAL CORP ,	)	
	)	
Debtor	)	
	)	

NOTICE OF CLAIMS OF MECHANICS LIEN
(11 USC §546 (b))

NOTICE IS HEREBY GIVEN that **SUNRISE MOBILE HOME PARK and PECOS PARK**, Creditors in the above-captioned proceedings, have perfected a Lien for unpaid space rents as allowed under 11 USC Section 362(b)(3) and 11 USC Section 546(b) Copies of the Notice of Liens are attached hereto together with a breakdown of claims

DATED this 22 day of March 20 04

Submitted By

Steven Marzullo

STEVEN MARZULLO, ESQ
Attorney for Landlord/Creditor
302 E Carson, Suite 918
Las Vegas, Nevada 89101

FILED
MAR 2 4 2004
BMC

Conseco Finance Corp. Claim
49675004186

STEVEN MARZULLO, LTD
A Professional Corporation
302 E Carson St , Ste 918
Las Vegas Nevada 89101
(702) 382-2522

CERTIFICATE OF MAILING

I certify that on the 22 day of March, 2004, I mailed a true and correct copy of the above and foregoing **NOTICE OF MECHANICS LIEN** to the following addressees

Bankruptcy Management Corporation
1330 E Franklin Ave
El Segundo, CA 90245
Attn Conseco, Inc Notice Agent

SUNRISE MHP
Attn Marge Eddy, Mngr
6223 E Sahara Ave
Las Vegas, NV 89142

PECOS PARK
Attn Brenda Erosky, Mngr
200 No Pecos Rd , - Office
Las Vegas, NV 89101

Leah Mendez
Employee of Steven Marzullo, Esq

Notice of Claim of Mechanics Lien
BK-02-49675

EXHIBIT PAGE

Attached hereto as "Exhibit 1" are a breakdown of the following Mobile Home Parks lien claims

1

1	Creditor	PECOS PARK
	Tenant/Obligor	LYDON
	Description	1991 Fleetwood 14 x 66
	Serial No	CAFLL08AAA13394BM
	Locations	200 No Pecos , Sp# 1 Las Vegas, NV 89143

Post-Petition rent claim $1,188 27 including utilities (2/05/04-03/15/04) On going monthly rent post-petition rent $410 00 excluding late fees

4	Creditor	SUNRISE MHP
	Tenant/Obligor	WHITMAN
	Description	1999 CAVCO 12 X 56
	Serial No	CAVAZLP988802XU
	Locations	6223 E Sahara Ave , Sp#25 Las Vegas, NV 89143

Post-Petition rent claim $1,254 00 including utilities (2/05/04-03/15/04) On going monthly rent post-petition rent $487 00 excluding late fees

5	Creditor	SUNRISE MHP
	Tenant/Obligor	ROWLAND
	Description	2000 CLAYTON 28 X 48
	Serial No	CEM000378AZAB
	Locations	6223 E Sahara Ave , Sp#27 Las Vegas, NV 89143

Post-Petition rent claim $1,290 00 including utilities (2/05/04-03/15/04) On going monthly rent post-petition rent $505 00 excluding late fees

$40 Lien Filing Fee

MANU TURED HOUSING DIVISION
CAPITOL COMPLEX
CARSON CITY, NEVADA 89710

NOTICE OF LIEN

MANUFACTURED HOME / MOBILE HOME / COMMERCIAL COACH

TO ROWLAND, JACK L AND JONI D
(Name of Registered Owner)
Address 6223 E SAHARA #27 LAS VEGAS NV 89142
Street Address City State Zip Code

TO
(Legal Owner, if different from Registered Owner)
Address
Street Address City State Zip Code

TO GREEN TREE FINANCIAL
(Person Holding a Security Interest)
Address 1830 E SAHARA AVE , STE # 211, LAS VEGAS, NV 89104
Street Address City State Zip Code

TO CONSECO FINANCIAL **(SEE ADDIT'L CONSECO BANKRUPTCY INTERESTED PARTIES LIST)
(Name of any other person known to have or to claim an interest in the manufactured home, mobile home, or commercial coach described below)
Address 9600 CENTER AVE , STE #160, RANCHO CUCAMONGA, CA 91730
Street Address City State Zip Code

TO State of Nevada, Department of Commerce, Manufactured Housing Division, Capitol Complex, Carson City, NV 89710

PLEASE TAKE NOTICE THAT, SUNRISE MOBILE HOMES PARKS, INC , dba SUNRISE MOBILE HOME COMMUNITIES of 6223 E Sahara, Las Vegas NV 89142
Name of Lien Claimant Address

in its own behalf or on behalf of SUNRISE MOBILE HOME COMMUNITY,
Name of Business, if applicable

a business, whose address is 6223 E SAHARA, LAS VEGAS NV 89142 and on whose behalf and in the capacity of OWNER claims a lien pursuant to the provisions of NRS 108 267 to 108 360, inclusive, on the manufactured home, mobile home or commercial coach described as follows

Year 2000 Make CLAYTON Size 28X48 Serial No CEM000378AZAB

The lien is claimed for unpaid rent incurred by JACK ROWLAND in the following amounts
Reason for Lien Name of Obligor

Pent $1,165 00 for period ~~03~~ 2/5/04 to ~~04~~ 3/15/04 became due on FEB 5, 2004
Date

Utilities $_____ for period _____ to _____, became due on _____
Date

Charges for towing, storing, maintaining, keeping, or repairing a manufactured home, mobile home or commercial coach, or for furnishing accessories, facilities, services or supplies therefor (please describe)
N/A became due on
Date

(OVER)

Costs of lien (*Please describe*) *$125 00 atty fees, manufactured housing filing & certified mail*

Total Currently Due $1,290 00 through 03/15/04

In addition to this amount, a further claim may accrue as follows (Describe any amounts which may accrue after date of Notice of Lien and the rate at which they will accrue) monthly rent $505 00 utilities as consumed and late fees of $5 00 a Day

Demand is hereby made that the total amount of $1,290 00 together with any amount hereafter accrued, be paid on or before 4/5/04

Date Specified Pursuant to NRS 108 272(4)

Unless this amount is paid within the time specified, the above-described manufactured home, mobile home or commercial coach shall be advertised for sale, and sold by auction at a time and place to be specified pursuant to the provisions of NRS 108 267 to 108 360 inclusive, to satisfy the lien in the amount claimed herein, together with any further claim that may accrue and all costs of enforcing the lien

You may contest the validity of the lien by filing a Notice of Opposition in the Justice Court on the form provided by the Justice Court, or you may use any other legal procedure available to you (see NRS 108 350) (The procedures for contesting this lien are set forth in NRS 108 350 and the Act of July 3, 1991, Chapter 545, Nev Stat 1991, Section 12, p 1717, reprinted below)

If you challenge the lien by court process, including the Justice Court process, and lose, the court could order that you pay for the other side's attorney If that happens such attorney's fees can be added to the lien amount that you have to pay

Dated this 15 day of MARCH, 2004

Signature

Subscribed and sworn to before me this 15 of MARCH, 2004

Notary Public Leah Ann Mendez

Commission Expires

LEAH ANN MENDEZ
Notary Public
State Of Nevada
Date Appointment Exp: August 13, 2005
Certificate No: 93-3894-1

NOTE This form must be completed in its entirety

* * *

NRS 108 350 Validity of lien may be contested, liability of claimant after sale [illegible] tained NRS 108 270 to 108 360, inclusive, precludes the owner of any motor vehicle, aircra[illegible] aircraft equipment, aircraft parts, mobile home or manufactured home, or precludes [illegible] person [illegible] an interest or equity in the property, from contesting the validity of the lien, and for this purpose, al[illegible] legal rights and remedies that the person would now have are reserved to and retained by him, except that after a sale has been made to an innocent third party the lien claimant is solely responsible for loss or damage occasioned the owner, or any other person having an interest or equity in the property, by reason of the invalidity of the lien, or by reason of failure of the lien claimant to proceed in the manner provided in those sections

Act of July 3, 1991, Chapter 545, Nev Stat 1991, Section 12, p 1717, states as follows

1 A person contesting the validity of a lien on a mobile home or manufactured home may file a notice of opposition to the lien in the justice's court in whose jurisdiction the mobile home or manufactured home is located The notice of opposition must be filed within 5 days after the person filing the notice receives the notice of sale by auction, must be made on a form provided by the clerk of the justice's court and must include the facts supporting the notice The person filing the notice shall serve certified copies of it upon the lien claimant and the manufactured housing division of the department of commerce

2 Upon the filing of the notice of opposition to the lien, the justice of the peace shall schedule a hearing on the notice, which must be held as soon as practicable but not sooner than 5 days after service of the notice The justice of the peace shall affix the date of the hearing to the notice and order that a copy be served upon the lien claimant within five days after service of the notice The justice of the peace shall affix the date of the hearing to the notice and order that a copy be served upon the lien claimant within 5 days after the date of the order

3 The justice of the peace shall either dismiss the objections to the lien claim, declare the lien invalid or declare the amount of the lien if it is different from that described by the lien claimant

4 After receipt of a notice of opposition to a lien or other notice pursuant to any proceeding to contest the validity of a lien, the manufactured housing division of the department of commerce shall not transfer the title to the mobile home or manufactured home that is the subject of the lien until the matter has been adjudicated Act of July 3, 1991, Chapter 545 Nev Stat 1991, Section 14, p 1717, states as follows A lien asserted against a mobile home or manufactured home expires 1 year after it is filed with the manufactured housing division of the department of commerce

$40 Lien Filing Fee

MANUFACTURED HOUSING DIVISION
CAPITOL COMPLEX
CARSON CITY, NEVADA 89710

NOTICE OF LIEN

MANUFACTURED HOME / MOBILE HOME / COMMERCIAL COACH

TO **WHITMAN, SCOTT H or WHITMAN, JENNIFER**
(Name of Registered Owner)
Address **6223 E SAHARA #25, LAS VEGAS NV 89122** **(89142)ZIP CODE CHANGE
Street Address City State Zip Code

TO
(Legal Owner, if different from Registered Owner)
Address
Street Address City State Zip Code

TO **GREEN TREE FINANCIAL CORP** **(SEE ATTACHED ADD'L CONSECO FIN BANKRUPTCY INTERESTED PARTIES)
(Person Holding a Security Interest)
Address **1830 E SAHARA AVE , STE #211, LAS VEGAS, NV 89104**
Street Address City State Zip Code

TO **CONSECO FINANCIAL**
(Name of any other person known to have or to claim an interest in the manufactured home, mobile home, or commercial coach described below)
Address **9600 CENTER AVE , STE #160, RANCHO CUCAMONGA, CA 91730**
Street Address City State Zip Code

TO State of Nevada, Department of Commerce, Manufactured Housing Division, Capitol Complex, Carson City, NV 89710

PLEASE TAKE NOTICE THAT, ***DOLPHIN REAL ESTATE GROUP INVESTMENTS, INC , of 6223 E Sahara, Las Vegas NV 89122***
Name of Lien Claimant Address

in its own behalf or on behalf of **SUNRISE MOBILE HOME COMMUNITY**,
Name of Business, if applicable

a business, whose address is **6223 E SAHARA, LAS VEGAS NV 89142** and on whose behalf and in the capacity of **OWNER** claims a lien pursuant to the provisions of NRS 108 267 to 108 360, inclusive, on the manufactured home, mobile home or commercial coach described as follows

Year **1999** Make **CAVCO** Size **12 x 56** Serial No **CAVAZLP988802XU**

The lien is claimed for unpaid rent incurred by **SCOTT H WHITMAN** in the following amounts
Reason for Lien Name of Obligor

Rent **$1129 00** for period **03/1/2004** to **4/15/2004** became due on **FEB 5, 2004**
Date

Utilities $_____ for period _____ to _____, became due on _____
Date

Charges for towing, storing, maintaining, keeping, or repairing a manufactured home, mobile home or commercial coach, or for furnishing accessories, facilities, services or supplies therefor (please describe)
N/A became due on
Date

(OVER)

**(SEE ATTACHED LIST OF ADDIT L CONSECO FIN BANKRUPTCY INTERESTED PARTIES)

Costs of lien (*Please describe*) *$125 00 atty fees, manufactured housing filing & certified mail*

Total Currently Due **$1,254 00 through 1/15/2003**

In addition to this amount, a further claim may accrue as follows (Describe any amounts which may accrue after date of Notice of Lien and the rate at which they will accrue) monthly rent **$487 00** utilities as consumed and late fees of $5 00 a Day(excluding weekends and holidays)

Demand is hereby made that the total amount of **$1,254 00** together with any amount hereafter accrued, be paid on or before **4/5/2004**

Date Specified Pursuant to NRS 108 272(4)

Unless this amount is paid within the time specified, the above-described manufactured home, mobile home or commercial coach shall be advertised for sale, and sold by auction at a time and place to be specified pursuant to the provisions of NRS 108 267 to 108 360, inclusive, to satisfy the lien in the amount claimed herein, together with any further claim that may accrue and all costs of enforcing the lien

You may contest the validity of the lien by filing a Notice of Opposition in the Justice Court on the form provided by the Justice Court, or you may use any other legal procedure available to you (see NRS 108 350) (The procedures for contesting this lien are set forth in NRS 108 350 and the Act of July 3, 1991, Chapter 545, Nev Stat 1991, Section 12, p 1717, reprinted below)If you challenge the lien by court process, including the Justice Court process, and lose, the court could order that you pay for the other side's attorney If that happens such attorney's fees can be added to the lien amount that you have to pay

Dated this 15 day of MARCH , 2004

Signature

Subscribed and sworn to before me this 15 of MARCH, 2004

Notary Public Leah Ann Mendez

Commission Expires

NOTE This form must be completed in its entirety

* * *

LEAH ANN MENDEZ
Notary Public
State Of Nevada
Date Appointment Exp: August 12, 2003
Certificate No: 93-3894-1

NRS 108 350 Validity of lien may be contested, liability of claimant after sale [illegible] contained in NRS 108 270 to 108 360, inclusive, precludes the owner of any motor vehicle, aircraft, motorcycle, aircraft equipment, aircraft parts, mobile home or manufactured home, or precludes any other person having an interest or equity in the property, from contesting the validity of the lien, and for this purpose all legal rights and remedies that the person would now have are reserved to and retained by him, except that after a sale has been made to an innocent third party the lien claimant is solely responsible for loss or damage occasioned the owner, or any other person having an interest or equity in the property, by reason of the invalidity of the lien, or by reason of failure of the lien claimant to proceed in the manner provided in those sections

Act of July 3, 1991, Chapter 545, Nev Stat 1991, Section 12, p 1717, states as follows

1 A person contesting the validity of a lien on a mobile home or manufactured home may file a notice of opposition to the lien in the justice's court in whose jurisdiction the mobile home or manufactured home is located The notice of opposition must be filed within 5 days after the person filing the notice receives the notice of sale by auction, must be made on a form provided by the clerk of the justice's court and must include the facts supporting the notice The person filing the notice shall serve certified copies of it upon the lien claimant and the manufactured housing division of the department of commerce

2 Upon the filing of the notice of opposition to the lien, the justice of the peace shall schedule a hearing on the notice, which must be held as soon as practicable but not sooner than 5 days after service of the notice The justice of the peace shall affix the date of the hearing to the notice and order that a copy be served upon the lien claimant within five days after service of the notice The justice of the peace shall affix the date of the hearing to the notice and order that a copy be served upon the lien claimant within 5 days after the date of the order

3 The justice of the peace shall either dismiss the objections to the lien claim, declare the lien invalid or declare the amount of the lien if it is different from that described by the lien claimant

4 After receipt of a notice of opposition to a lien or other notice pursuant to any proceeding to contest the validity of a lien, the manufactured housing division of the department of commerce shall not transfer the title to the mobile home or manufactured home that is the subject of the lien until the matter has been adjudicated Act of July 3, 1991, Chapter 545, Nev Stat 1991, Section 14, p 1717, states as follows A lien asserted against a mobile home or manufactured home expires 1 year after it is filed with the manufactured housing division of the department of commerce

$40 Lien Filing Fee

MANUFACTURED HOUSING DIVISION
CAPITOL COMPLEX
CARSON CITY, NEVADA 89710

NOTICE OF LIEN

MANUFACTURED HOME / MOBILE HOME / COMMERCIAL COACH

TO **LYDON, NAOMA G**
(Name of Registered Owner)
Address **200 NORTH PECOS, #1, LAS VEGAS, NV 89101**
Street Address City State Zip Code

TO
(Legal Owner, if different from Registered Owner)
Address
Street Address City State Zip Code

TO **GREEN TREE FINANCIAL**
(Person Holding a Security Interest)
Address **1830 E SAHARA AVE , STE # 211, LAS VEGAS, NV 89104**
Street Address City State Zip Code

TO **CONSECO FINANCIAL** **(SEE ADDIT'L CONSECO BANKRUPTCY INTERESTED PARTIES LIST)
(Name of any other person known to have or to claim an interest in the manufactured home, mobile home, or commercial coach described below)
Address **9600 CENTER AVE , STE #160, RANCHO CUCAMONGA, CA 91730**
Street Address City State Zip Code

TO State of Nevada, Department of Commerce, Manufactured Housing Division, Capitol Complex, Carson City, NV 89710

PLEASE TAKE NOTICE THAT, ***ARCHER, BOGGS, BRECKENRIDGE ET AL, GEN PARTNERSHIP***
Name of Lien Claimant
of 200 NO PECOS, LAS VEGAS, NV 89101 in its own behalf or on behalf of **PECOS PARK COACH CLUB**
a business, whose address is **200 NO PECOS, LAS VEGAS, NV 89101**
and on whose behalf and in the capacity of **OWNER**, claims a lien pursuant to the provisions of NRS 108 267 to 108 360, inclusive, on the manufactured home, mobile home or commercial coach described as follows

Year **1991** Make **FLEETWOOD BROADMORE** Size **14 x 66** Serial No **CAFLL08A[redacted]13394BM**

The lien is claimed for unpaid rent incurred by **NAOMA LYDON** in the following amounts

Rent $975 00 for period 02/1/04 to 03/15/2004 became due on **FEB 5 2004**
Date

Utilities $88 27 for period 03/1/04 to 04/15/2004 became due on **NOV 5 2004**
Date

Charges for towing, storing, maintaining, keeping, or repairing a manufactured home, mobile home or commercial coach, or for furnishing accessories, facilities, services or supplies therefor (please describe)

Date
(OVER)

**(SEE ADDIT'L CONSECO BANKRUPTCY INTERESTED PARTIES LIST)

Costs of lien (*Please describe*) *$125 00 atty fees, manufactured housing filing & certified mail*

Total Currently Due **$1,188 27 through 03/15/2004**

In addition to this amount, a further claim may accrue as follows (Describe any amounts which may accrue after date of Notice of Lien and the rate at which they will accrue) monthly rent **$410 00** utilities as consumed and late fees of $5 00 a Day

Demand is hereby made that the total amount of **$1,188 27** together with any amount hereafter accrued, be paid on or before **4/5/2004**

Date Specified Pursuant to NRS 108 272(4)

Unless this amount is paid within the time specified, the above-described manufactured home, mobile home or commercial coach shall be advertised for sale, and sold by auction at a time and place to be specified pursuant to the provisions of NRS 108 267 to 108 360, inclusive, to satisfy the lien in the amount claimed herein, together with any further claim that may accrue and all costs of enforcing the lien

You may contest the validity of the lien by filing a Notice of Opposition in the Justice Court on the form provided by the Justice Court, or you may use any other legal procedure available to you (see NRS 108 350) (The procedures for contesting this lien are set forth in NRS 108 350 and the Act of July 3, 1991, Chapter 545, Nev Stat 1991, Section 12, p 1717, reprinted below)

If you challenge the lien by court process, including the Justice Court process, and lose, the court could order that you pay for the other side's attorney If that happens such attorney's fees can be added to the lien amount that you have to pay

Dated this 15 day of MARCH , 2004

Signature [signature]

Subscribed and sworn to before me this 15 of MARCH , 2004

Notary Public Leah Ann Mendez

Commission Expires

NOTE This form must be completed in its entirety.

LEAH ANN MENDEZ
Notary Public
State Of Nevada
Date Appointment Exp August 10, 2005
Certificate No 98 3694-1

* * *

NRS 108 350 Validity of lien may be contested, liability of claimant [illegible] Nothing [illegible] in NRS 108 270 to 108 360, inclusive, precludes the owner of any motor vehicle, aircraft, motorcycle, [illegible] equipment, aircraft parts, mobile home or manufactured home, or precludes any other person having an interest or equity in the property, from contesting the validity of the lien, and for this purpose all legal rights and remedies that the person would now have are reserved to and retained by him, except that after a sale has been made to an innocent third party the lien claimant is solely responsible for loss or damage occasioned the owner, or any other person having an interest or equity in the property, by reason of the invalidity of the lien, or by reason of failure of the lien claimant to proceed in the manner provided in those sections

Act of July 3, 1991, Chapter 545, Nev Stat 1991, Section 12, p 1717, states as follows 1 A person contesting the validity of a lien on a mobile home or manufactured home may file a notice of opposition to the lien in the justice's court in whose jurisdiction the mobile home or manufactured home is located The notice of opposition must be filed within 5 days after the person filing the notice receives the notice of sale by auction, must be made on a form provided by the clerk of the justice's court and must include the facts supporting the notice The person filing the notice shall serve certified copies of it upon the lien claimant and the manufactured housing division of the department of commerce

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3 The justice of the peace shall either dismiss the objections to the lien claim, declare the lien invalid or declare the amount of the lien if it is different from that described by the lien claimant

4 After receipt of a notice of opposition to a lien or other notice pursuant to any proceeding to contest the validity of a lien, the manufactured housing division of the department of commerce shall not transfer the title to the mobile home or manufactured home that is the subject of the lien until the matter has been adjudicated

Act of July 3, 1991, Chapter 545, Nev Stat 1991, Section 14, p 1717, states as follows A lien asserted against a mobile home or manufactured home expires 1 year after it is filed with the manufactured housing division of the department of commerce