UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS

PROOF OF CLAIM

03103104118357

YOUR CLAIM IS SCHEDULED AS

CONSECO FINANCE CORP (02-49675 CAD)

UNKNOWN UNSECURED CONTINGENT DISPUTED UNLIQUIDATED

RECEIVED Apr - 2003

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

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

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

Name of Debtor Against Which You Assert Your Claim

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

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

Name of Creditor and Address

03103104118357

ROGER L COMINS
C/O GLENVILLE CLARK
650 ELM ST
MANCHESTER NH 03101

Creditor Telephone Number (603) 625-4100

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim Attach copy of statement giving particulars

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

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

CREDITOR TAX I D # 02-0445012

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR ----

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

1 BASIS FOR CLAIM

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

2 DATE DEBT WAS INCURRED January 2000

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM

$ 10,706 23	$ 19,293.77	$ -0-	$ 30,000.00
(unsecured)	(secured)	(unsecured priority)	(total)

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

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

5 SECURED CLAIM

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

Brief description of collateral

☐ Real Estate
☐ Motor Vehicle
☒ Other ~~setoff against~~ Conseco Mortgage on creditor's real estate

Value of collateral $ _____

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

6 UNSECURED PRIORITY CLAIM

☐ Check this box if you have an unsecured priority claim

Specify the priority of the claim

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

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

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

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

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

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

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

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

THIS SPACE FOR COURT USE ONLY

FILED
MAY 20 2003
BMC

DATE SIGNED May 15, 2003

SIGN and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any)

Randy Cowan atty for Roger L Comins

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

Conseco Finance Servicing Claim
49676001375

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

- ☐ Conseco Finance Corp (02-49675-CAD)
- ☒ Conseco Finance Servicing Corp (02 49676-CAD)
- ☐ Conseco Agency of Alabama Inc (03 04692 CAD)
- ☐ Conseco Agency Inc (03 04693 CAD)
- ☐ Conseco Agency of Kentucky Inc (03 04694 CAD)
- ☐ Conseco Agency of Nevada Inc (03 04695 CAD)
- ☐ Conseco Agency of New York Inc (03 04696 CAD)
- ☐ Crum Reed General Agency Inc (03 04697-CAD)
- ☐ Conseco Finance Canada Company (03 04698-CAD)
- ☐ Conseco Finance Canada Holding Company (03 04699 CAD)
- ☐ Conseco Finance Corp Alabama (03-04)0-CAD)
- ☐ Conseco Finance Credit Corp (03-04701 AD)
- ☐ Conseco Finance Consumer Discount Cc pany (03-04702-CAD)
- ☐ Conseco Finance Loan Company (03 04/ 3 CAD)
- ☐ Conseco Finance Net Interest Margin Fin ce Corp I (03 04704-CAD)
- ☐ Conseco Finance Net Interest Margin Fin ce Corp II (03 04705 CAD)
- ☐ Green Tree Floorplan Funding Corp (03-(706-CAD)
- ☐ Green Tree Finance Corp Two (03 047(CAD)
- ☐ Landmark Manufactured Housing Inc (03 4708-CAD)
- ☐ Rice Park Properties Corporation (03-047) CAD)

INSTRUCTIONS FOR FILING PROOF OF CLAIM F(RM

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

--- DEFINITIONS ---

Debtor

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

Creditor

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

Proof of Claim

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

Secured Claim

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

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

Unsecured Cl im

If a claim is not secur claim it is an unsecured claim A claim may be partly securec id partly unsecured if the property on which a creditor has a lien i ot worth enough to pay the creditor in full

Unsecured Pi ority Claim

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

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

Court, Name of Debtor, and Case Number

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

Information about Creditor

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

1 Basis for Claim

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

2 Date Debt Incurred

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

3 Court Judgments

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

4 Total Amount of Claim at Time Case Filed

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

5 Secured Claim

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

6 Unsecured Priority Claim

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

7 Credits

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

8 Supporting Documents

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

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

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

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

American Arbitration Association

Commercial ARBITRATION RULES*
(Enter the name of the applicable rules)

To initiate proceedings please send two copies of this demand *and the arbitration agreement* with the filing fee as provided in the rules to the AAA Send the original demand to the respondent

DEMAND FOR ARBITRATION

DATE August 28, 2002

To Name Conseco Finance

Address 500 Landmark Towers
(of the Party on Whom the Demand Is Made)

City State 345 St Peter St , St Paul, MN ZIP Code 55102-1641

Telephone (800) 643-0202 Fax ( )

Name of Representative Edward C Dial, Jr , Esquire
(if Known)

Representative's Address P O Box 210

Name of Firm (if Applicable) Schreiber & Associates, P C

City and State Danvers, MA ZIP Code 01923

Telephone (978) 762-0100 Fax (978) 762-0168

The below named claimant, a party to an arbitration agreement contained in a written contract dated May 16, 1997 and providing for arbitration under the Commercial Arbitration Rules of the American Arbitration Association, hereby demands arbitration thereunder

THE NATURE OF THE DISPUTE Violations of Unfair Collection Practices Act and other consumer protection laws in connection with mortgage loan.

THE CLAIM OR RELIEF SOUGHT (the Amount, if Any) Injunctive relief and damages (including attorneys' fees) of $30,000 per attached complaint

TYPES OF BUSINESS Claimant Consumer & homeowner Respondent Mortgage lender

HEARING LOCALE REQUESTED Manchester, NH 03101
(City and State)

DOES THE DISPUTE ARISE OUT OF AN EMPLOYMENT RELATIONSHIP? ☐ YES ☒ NO

You are hereby notified that copies of our arbitration agreement and this demand are being filed with the American Arbitration Association at its _____ case management center with a request that it commence administration of the arbitration Under the rules you may file an answering statement, within the time frame specified in the rules, after notice from the administrator

Signed _____ Title Counsel for claimant
(May be Signed by a Representative)

Name of Claimant Roger L Comins

Address (to Be Used in Connection with This Case) P O Box 6352

Name of Firm (if Applicable)

City and State Manchester, NH ZIP Code 03108

Telephone (603) 485-8826 Fax ( )

Name of Representative Grenville Clark III, Esquire

Representative's Address 650 Elm St

City and State Manchester, NH ZIP Code 03101

Telephone (603) 625-4100 Fax (603) 625-4534

☐ MEDIATION is a nonbinding process The mediator assists the parties in working out a solution that is acceptable to them If you wish for the AAA to contact the other parties to ascertain whether they wish to mediate this matter please check this box or list them on the back (there is no additional administrative fee for this service)

*If you have a question about which rules apply or the address of the nearest case management center please contact the AAA (1 800-778-7879)

EXHIBIT "A"

GT 10-30-101 (4/95) MH RIC

NEW HAMPSHIRE

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

Date May 1[illegible] DATE

ACCOUNT # 7231[illegible]

BUYER COMINS ROGER L HOLIDAY ACRES 13 MARILYN DRIVE ALLENSTOWN NH 0327[illegible]

SELLER S & B MOBILE & MODULAR HOME SALES 10 SPARROW ST KEENE NH 03431

ASSIGNEE GREEN TREE FINANCIAL SERVICING CORPORATION 3 EXECUTIVE PARK DRIVE BEDFORD NH 03110

FEDERAL TRUTH-IN-LENDING ACT DISCLOSURES

ANNUAL PERCENTAGE RATE (The cost of my credit as a yearly rate)	FINANCE CHARGE (The dollar amount the credit will cost me)	Amount Financed (The amount of credit provided to me or on my behalf.)	Total of Payments (The amount I will have paid after I have made all payments as scheduled.)	Total Sale Price (The total cost of my purchase on credit, including my down payment of $ 1200 00)
12 00 %	$ 25272 00	$ 21780 00	$ 47052 00	$ 48252 00

My payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
180	261.40	Monthly beginning 6/20/97

SECURITY: I am giving a security interest in:

X The goods or property being purchased ____ Real property located at ____

FILING FEES. $ 80 00 **LATE CHARGE.** If a payment is more than 15 days late I will be charged $ 5 00 or 5.0[illegible] of the payment, whichever is LESS

PREPAYMENT If I pay off early, I will not be charged a prepayment penalty

ASSUMPTION: Someone buying my home may subject to conditions, be allowed to assume the remainder of the Contract o[illegible] original terms.

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

ITEMIZATION OF THE AMOUNT FINANCED

1 Cash Sale Price (including Taxes of)	$ 00	$ 22900.00
2 Gross Trade-in	$ .00	
Less Amount Owed on Trade-in	$ .00	
Net Trade-in	$ 00	
Description. Make		
Year 0000 Size 00 X 00		
3 Cash Down Payment	$ 1200 00	
4 Total Down Payment		$ 1200.00
5 Unpaid Balance of Cash Sale Price (1 4)		+ $ 21700 00
6. Paid to Public Officials		+ $ 80.00
7 Paid to Insurance Companies		+ $ .00
8 Paid to Appraiser		+ $ .00
9 a. Paid to		+ $ .00
b. Paid to		+ $ .00
c Paid to		+ $ .00
d Paid to		+ $ 00
e. Paid to		+ $ .00
f Paid to		+ $ 00
g Paid to		+ $ .00
10. Principal Balance (5 + 6 + 7 + 8 + 9 a - g)		+ $ 21780 00
11. Prepaid Finance Charges		$ 00
12. Amount Financed (10 - 11)		$ 21780 00

PHYSICAL DAMAGE INSURANCE

Physical Damage Insurance is required but I may obtain [illegible] anyone I want that is acceptable to you. If I get the ins[illegible] checked below from you or through you, I will pa[illegible]

$ .00 for insurance protection for a term of 00

N/A Comprehensive ($ 00 deductible)

____ Flood

N/A Liability

N/A Other

N/A Vendor's Single Interest

OPTIONAL CREDIT LIFE AND DISABILITY INSURANCE

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

The term of this insurance is 00 years.

N/A Single Credit Life Insurance $ ____

N/A Joint Credit Life Insurance $ ____

N/A Single Credit Disability Insurance $ ____

Total $ ____

X

Signature of Buyer(s) Insured Dt

CONTRACT AND SECURITY AGREEMENT

1 **DEFINITIONS** "I" "me" "my" means the Buyer(s) "You", "your" means the Seller and also the Assignee (after the Co[illegible] assigned by Seller) "Manufactured Home" means the manufactured home and any other property described below and on "Contract" or "Agreement" means this Retail Installment Contract and Security Agreement

NEW OR USED	Manufactured Home YEAR AND MAKE	MODEL	SERIAL NUMBER	SIZE
N	1996 COMMODORE	SANDPIPER	CU30308A	14 X 68

COUNTS - 003

[redacted] X Stov [redacted] X Refrig[redacted]or [redacted] Washer [redacted] D yor [redacted] Air Conditioner [redacted] X Wi

Other (Describe) [redacted]

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

3 SECURITY INTEREST. I give you a security interest under the applicable certificate of title law or Uniform Commercial C Manufactured Home and any property added or attached to it, to secure my obligation under this Contract. I also grant you interest in any interest I may have in premium refunds or proceeds under any insurance covering the Manufactured Home execute any application for certificate of title or ownership, financing statement or other document necessary to perfect yo interest in the Manufactured Home. To the extent, if any, that any Contract (whether or not accompanied by any one or mo constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in the applicable jurisdiction) r interest in any Contract may be created in any document(s) other than the original.

4 PAYMENTS AND LATE CHARGE. I will pay you the amount shown as the "Total of Payments" according to the paymen shown on page 1. I also agree to pay a late charge for late payment as shown on page 1.

6 PREPAYMENT. I HAVE THE RIGHT TO PREPAY ALL OR PART OF THE UNPAID BALANCE CONTRACT WITHOUT ANY PENALTY.

6 SIMPLE INTEREST CONTRACT. This is a simple interest contract. The interest rate is 12.00 % per annum until p Interest will accrue upon the unpaid principal balance outstanding from time to time. The Finance Charge, Total of Payr Payment Schedule were computed based on the assumption that payment will be made on the dates scheduled for payn payments will reduce my final payment. Late payments will increase my final payment. My final payment will be equal to sums due under this Contract. My promise requires me to pay the final payment on the date due even if the amount o payment differs from the amount of the final payment disclosed.

7 NO WARRANTIES. I agree that there are no warranties of any type covering the Manufactured Home. I am t Manufactured Home AS IS and WITH ALL FAULTS and THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANC MANUFACTURED HOME IS WITH ME. I agree that any implied warranty of merchantability and any implied warranty of fi particular purpose are specifically excluded and do not cover the Manufactured Home. This No Warranties provision does no the extent that any law prohibits it and it does not cover any separate written warranties.

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

9. INSURANCE. I will keep the Manufactured Home insured against such risks and in such amounts as you may reasona with an insurance company satisfactory to you. I will arrange for you to be named as loss payee on the policy. I agree to p written evidence of insurance as requested by you from time to time. If you finance the purchase of any such insurance fo repay you for the cost of that insurance, plus interest up to the contract rate of interest. I agree that the insurance company any payments due under the policy directly to you, and I direct the insurance company to do so. You may do whatever y necessary to be sure that any proceeds of the insurance will be used to repair the Manufactured Home or pay off this Cont you a power of attorney (which I cannot cancel) so that you may do whatever you need to in order to collect the insurance p I fail to obtain, maintain or pay for the required insurance, or if I fail to arrange for you to be named as loss payee, you may as a default of my obligations under this Contract, and you may (but are not required to) purchase such insurance. If you purc insurance, I will immediately repay you for any amounts you spend in purchasing the insurance, plus interest up to the contr interest or, at your option, pay you over time as a workout of the obligation. If I owe you for any insurance (or for lat attorney fees or collection costs), I understand that I owe an additional sum for these debts beyond my monthly principal a payment. My monthly payment will therefore be greater than that stated on page 1 until such additional debts are paid in full

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

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

12. ATTORNEY'S FEES. If you hire an attorney to collect what I owe under this Contract or to get possession of the Ma Home, I will pay your attorney's fees. The attorney's fees will not be more than 15% of the whole amount then due contract, plus court costs. If the legal limit for attorney's fees is less than this, I will pay only the legal limit. If I prevail in brought by either you or me, you will pay my reasonable attorney's fees. If I successfully assert a partial defense, set-off, or counterclaim to a lawsuit brought by you, the court may withhold all or such part of your attorneys' fees as the court con

13. MISCELLANEOUS PROVISIONS. This written Contract is the only agreement that covers my purchase of the pro Contract can only be modified or amended or provisions in it waived (given up) by a written modification to this Contrac you. You can decide not to use or enforce any of your rights under this Contract without losing them. For example, you can time for making some payments without extending others. If any part of this Contract cannot be enforced because of a prohibits it, all other parts can still be enforced. I agree to pay you all allowable charges for the return by a depository ins dishonored check or other negotiable instrument to the full extent provided by applicable law. I agree to cooperate with yo any requests after closing to correct errors made concerning this Contract or the transaction and to provide any and a documentation deemed necessary by you to complete this transaction.

14 ARBITRATION. All disputes, claims or controversies arising from or relating to this Contract or the parties thereto shall by binding arbitration by one arbitrator selected by you with my consent. This agreement is made pursuant to a transaction commerce and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1. Judgment upon the award rende entered in any court having jurisdiction. The parties agree and understand that they choose arbitration instead of litigatio disputes. The parties understand that they have a right to litigate disputes in court but that they prefer to resolve th through arbitration, except as provided herein. THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY JURY TRIAL EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO COURT ACTION E PROVIDED HEREIN. The parties agree and understand that all disputes arising under case law, statutory law and all

[redacted] ORIGINAL ST 10-30-121 (Rev.)

including but not limite all contra ort and property disputes will be ject t ding arbitration in accord with this The parties agree that arbitrator shall have all powers provided by l. he Contract and the agreement of the part powers shall include all legal and equitable remedies including but not limited to money damages declaratory relief and relief Notwithstanding anything hereunto the contrary you retain an option to use judicial (filing a lawsuit) or non-judici enforce a security agreement relating to the Manufactured Home secured in a transaction underlying this arbitration agre enforce the monetary obligation secured by the Manufactured Home or to foreclose on the Manufactured Home The instr maintenance of a lawsuit to foreclose upon any collateral to obtain a monetary judgment or to enforce the security agreemer constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitra Contract including the filing of a counterclaim in a suit brought by you pursuant to this provision

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

NOTICE TO BUYER 1 DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAI BLANK SPACES 2 YOU ARE ENTITLED TO A COPY OF THIS CONTRACT

BUYER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS CONTRACT

X _____ X _____

Signature of Buyer ROGER K. COHINS Signature of Buyer

ASSIGNMENT BY SELLER

Seller hereby sells, assigns and transfers its entire right, title and interest in the Contract and the property described therein (the "P Assignee. To induce Assignee to purchase the Contract, Seller warrants that: (a) the Contract and Guaranty if any are genuine, legal enforceable and arose from the sale of the Property (b) the Contract is subject to no defense counterclaim or setoff (c) copies of the Con other documents signed by the Buyer(s) were given to the Buyer prior to consummation, (d) Seller has complied with all applicable federa local laws, regulations rules and ordinances; (e) the Buyer is not a minor and has legal capacity to execute this Contract; (f) the Property clear of all liens and encumbrances except the security interest granted herein and Seller has the right to assign its interest in the Cont security interest granted to Seller constitutes a valid first lien on the Property and has been filed or recorded according to law indicating first secured party; (h) the down payment shown on the face hereof has been received and no part thereof was advanced directly or indirec to Buyer; (i) all statements of fact made in the Contract and all statements made by or on behalf of the Buyer in the credit applications a forms relating to the Contract are true to the best of Seller s knowledge and belief (j) Buyer has physical damage insurance in the am indebtedness (k) there have been no material changes in the Buyers' income indebtedness or employment and no other material chang loan approval and funding This is a condition to Assignee funding the Contract. If there is a breach of any of the foregoing warranties determined by Assignee, without regard to the Seller's knowledge with respect thereto or Assignee s reliance thereon, Seller agrees uncon repurchase the Contract from Assignee, upon demand, for the full amount then unpaid plus costs and expenses incurred by Assignee (p and unpaid interest), whether the Contract shall then be, or not be in default, and to indemnify defend and hold Assignee harmless fro damages or claims of any nature by reason of such breach of warranty including attorneys fees court costs disbursements and o expenses

Seller further agrees that in the event Buyer asserts against Assignee any claim, defense or counterclaim against payment of any sum the Contract or in defense of repossession on the assertion, either oral or written, that the Property is defective not as represented to Bu or that Seller refuses to honor any warranty or service agreement of Seller or the manufacturer Seller will upon Assignee s demand, rep Contract from Assignee and pay Assignee the full amount remaining unpaid (plus accrued and unpaid interest) plus Assignee s costs a including attorneys fees whether or not any such claim, defense or counterclaim shall be meritorious and without awaiting adjudicatio claim defense or counterclaim, and Seller also agrees to indemnify defend and hold Assignee harmless from any such claims includin fees, court costs, disbursements and out-of-pocket expense.

The liability of Seller shall not be affected by any extension, renewal or other change in the manner, place or terms of payment the release, settlement or compromise of or with any party liable for payment thereof or the release or non-perfection of any security Assignee shall not be bound to exhaust its recourse against Buyer or any other person or any security before being entitled to payment hereunder. Seller waives notice of acceptance of this Agreement and notices of nonpayment and nonperformance of the Contract a notices required by law and waives all setoffs and counterclaims.

In addition, this Assignment includes that certain provision to follow provided that if none of the following provisions has been ch Seller, this Assignment shall be considered to have been checked "With Recourse" A. "Without Recourse" The assignment of the Co shall be without recourse against the Seller except as provided above and in any seperate dealer agreement between Seller and Assign the purchase of Contracts B. "Limited Recourse" In the event of default of Buyer before Buyer shall have paid the number of monthly pay the Contract as set forth below under "Limited Recourse" the Seller will upon demand repurchase the Contract from Assignee for th remaining unpaid under the Contract. C. "Repurchase" If the Assignee repossesses the Manufactured Home the Seller will upon demand the Contract from the Assignee for the full amount remaining unpaid under the Contract D "With Recourse" The Seller unconditionall payment of the full amount remaining unpaid under the Contract and agrees to purchase the Contract from the Assignee upon demand amount then unpaid whenever the Contract shall be in default E. "Limited Repurchase" In the event of default of Buyer before Buyer sh the number of monthly payments under the Contract as set forth below under "Limited Repurchase" the Seller will upon demand re Contract from the Assignee for the full amount remaining unpaid under the Contract if the Assignee repossesses the Manufactured Home

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

S & S MOBILE & MODULAR HOME SALES

By X Marian A Nordt (Seller) Title mbr manager

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

_____ Payments _____ Pa

021251

AMERICAN ARBITRATION ASSOCIATION

Roger L Comins
P O Box 6352, Manchester, New Hampshire 03108

vs

Conseco Finance Servicing Corporation
500 Landmark Towers, 345 St Peter St , St Paul, Minnesota 55102-1640

CLAIMANT'S STATEMENT

The claimant herein, Roger L Comins, states the following complaint against the respondent as follows

PARTIES

1 The claimant, Roger L Comins, is an individual residing at 13 Marilyn Drive, Allenstown, New Hampshire, 03275 His mailing address is P O Box 6352, Manchester, New Hampshire, 03108

2 Respondent Conseco Finance Servicing Corp (hereafter "Conseco") is a Delaware Corporation qualified to do business in New Hampshire It has its principal office at 500 Landmark Towers, 345 St Peter Street, St Paul, Minnesota, 55102-1640 It is a successor in interest to Green Tree Financial Servicing Corporation (hereafter "Green Tree"), which had an office at 3 Executive Park Drive, Bedford, New Hampshire, 03110 It is licensed by the New Hampshire Banking Department as a first mortgage banker in accordance with RSA 397-A It is also a debt collector within the meaning of RSA 358-C 1 VIII It is not,

however, licensed by the New Hampshire Insurance Commissioner as a premium finance company in accordance with RSA 415-B 2

ALLEGATIONS COMMON TO ALL COUNTS

3 The claimant herein, Roger L Comins, on or about May 16, 1997, purchased a 1996 Commodore Sandpiper manufactured or mobile home, serial number 30308, for a price of $22,900 The mobile home was at the time of purchase and is now located in a mobile home park at 13 Marilyn Drive in Allenstown, New Hampshire It serves as the claimant's residence

4 To finance this purchase, the claimant borrowed $21,780 from Green Tree in May 1997 The claimant signed a Retail Installment Contract and Security Agreement (hereafter, the "Contract") dated May 16, 1997, by which he agreed to repay Green Tree 180 monthly payments of $261.40 each, which include interest on the unpaid balance calculated at 12% per annum Payments are due on the 20th of each month, beginning June 20, 1997

5 The installment agreement provided further, at ¶9 thereof, that the claimant was required to keep the manufactured home " insured against such risks and in such amounts as you [Green Tree] may require with an insurance company satisfactory to you " This paragraph further provided that "If you finance the purchase of any such insurance for me, I will repay you the cost of that insurance, plus interest up to the contract rate of interest "

6 From the inception of this mortgage loan obligation,

Conseco has, on information and belief, arranged procurement of homeowner, mortgage life and accidental disability insurance for the benefit of the claimant and itself In accordance with the above-quoted provision of ¶9 of the installment agreement, Conseco has billed the claimant for the cost of these insurance coverages at monthly rates that have varied from $45 26 to $35 34, $26 40 and $23 90

7 Pursuant to these arrangements, American Bankers Insurance Company of Florida issued a Comprehensive Manufactured Home or "Mobilowners" insurance policy, #GM72311932, covering physical damage to the claimant's home It was effective from April 11, 1999, to April 11, 2000 The premium for this policy was $168, or $14 per month

8 By letter of December 23, 2000, Conseco informed the claimant that his mortgage life and accidental disability coverages had been canceled " due to your request or for non-payment of premium " Conseco did not refund to the claimant any unearned premiums resulting from such cancellation and instead has continued to request payment from the claimant for insurance coverage at a rate of $26 40 per month

9 The homeowner's policy described above at ¶9 expired, by its terms, on April 11, 2000 On that date, Conseco's records show that it disbursed $239 for "INS " Assuming this is an annual premium for homeowner's insurance coverage, the monthly charge would be $19 92 Nevertheless, no renewal or other policy

of insurance was issued to the claimant

10 As of January 1, 2000, the claimant was current with his payments to Conseco From January 1, 2000, forward, the claimant has made the following installment payments to Conseco for application as follows

Date	Amount	For application to payment due on
January 10, 2000	$296 74	January 20, 2000
February 7, 2000	$296 74	February 20, 2000
March 28, 2000	$600 00	March 20, 2000 & April 20, 2000
June 28, 2000	$700 00 $200 00	May 20, 2000, June 20, 2000 & July 20, 2000
August 16, 2000	$600 00	August 20, 2000 & September 20, 2000
November 15, 2000	$600 00	October 20, 2000 & November 20, 2000
December 14, 2000	$600 00	December 20, 2000 & January 20, 2001
February 17, 2001	$262 00	February 20, 2001
March 17, 2001	$ 15 00*	March 20, 2001
April 14, 2001	$262 00	April 20, 2001

*Amount of March payment per Conseco monthly billing statement dated February 26, 2001

11 As appears from the foregoing, the claimant, at certain times during the last sixteen months, has fallen in arrears in making his installment payments, while at other times he has paid ahead The claimant's payments have either equaled or exceeded the monthly principal and interest amount ($261 40) and the

amounts requested by Conseco for insurance premiums

COUNT I – VIOLATION OF NEW HAMPSHIRE'S UNFAIR COLLECTION PRACTICES ACT – TELEPHONE CALLS AT WORK

12 The claimant incorporates by reference the allegations set forth at ¶¶1-11 of this Complaint as if fully set out hereat

13 Between approximately March and December 2000, one Lynn Roy, an employee of Conseco working at Conseco's Bedford, New Hampshire office, repeatedly telephoned the debtor at his place of employment alleging that the claimant was overdue in making his installment payments The calls were made as often as two or three times a week and were made both at times when the claimant's payments were in arrears and also when the claimant's payments were current and even when they were paid ahead The claimant responded to these telephone calls by asking that Ms Roy and other employees of Conseco not call him at work, and, when appropriate, by reporting that his loan payments were indeed up-to-date

14 On March 1, 14 and 20, 2001, Ms Roy again called the claimant's place of work On the occasion on March 1, 2001, the claimant was out of the office Ms Roy left a message with a coworker requesting that the claimant call Ms Roy back about an "overdue account with Conseco " On the two other occasions, Ms Roy spoke directly with the claimant On the first of these, on March 14, 2001, Ms Roy threatened repossession of the claimant's manufactured home On the second on March 20, 2001, Ms Roy threatened to accelerate the loan to require payment of the full

balance On each occasion, the claimant asked Ms Roy to speak with his attorney, she refused

15 The calls made by Conseco's employee, Ms Roy, to the claimant at work violated the provisions of RSA 358-C 3 I(c), which allows a debt collector to contact a debtor at his place of employment only if the collector is unable to contact the debtor at his residence and then only one time per month

16 Ms Roy's telephone conversation with the claimant's coworker on March 1, 2001, also violated RSA 358-C 3 IV by communicating the fact of a debt to a person not liable therefor

17 As a direct result of Conseco's illegal calls to the claimant at his place of employment, the claimant's employer placed the claimant on suspension beginning April 2, 2001, without pay As a consequence, the claimant has lost and continues to lose earnings and benefits

18 As a result of these violations, the claimant is entitled, in accordance with RSA 358-C 4 I, to recover from Conseco the sum of $200, plus costs and reasonable attorneys' fees, for each violation, or for all damages proximately caused by these violations

COUNT II – VIOLATION OF NEW HAMPSHIRE UNFAIR COLLECTION PRACTICES ACT – MISSTATEMENT OF THE STATUS OF THE LOAN

19 The claimant incorporates by reference the allegations set forth at ¶¶1-11 and 13 and 14 of this Complaint as if fully set out hereat

20 Certain of the telephone calls referred to at ¶13 and

14 above violated RSA 358-C 3 VII by falsely representing the character of the debt as being in default or delinquent when in fact the claimant's payments were current

21 In accordance with RSA 358-C 4 I, the claimant is entitled to recover the sum of $200, plus costs and reasonable attorneys' fees, for each time that Conseco and its employees misrepresented the character of the debt as aforesaid, or for all damages proximately caused by these violations

COUNT III – VIOLATION OF NEW HAMPSHIRE'S UNFAIR COLLECTION PRACTICES ACT – FAILURE TO GIVE NAME

22 The claimant incorporates by reference the allegations set forth at ¶¶1-11 of this complaint as if fully set out hereat

23 On or about June 29, 2000, Ms Roy of Conseco attempted to telephone the claimant at his place of employment Inasmuch as the claimant was working out of the office at the time, Ms Roy spoke with the claimant's boss, Marcel Boone Mr Boone asked the identity of the caller, which she refused to give She instead again asked to speak with the claimant At that point, she said to Mr Boone, "I think I am talking to Roger [Comins] aren't I?" Mr Boone terminated the call immediately and then called back for Ms Roy, asking to speak to Ms Roy's boss about her harassment Ms Roy immediately hung up without granting Mr Boone's request

24 Ms Roy and Conseco violated RSA 358-C 3 I(e) by failing to disclose the name of the individual making the call

In accordance with RSA 358-C 4 I, the claimant is entitled to recover from Conseco and Ms Roy the sum of $200, plus costs and reasonable attorneys' fees, or for all damages proximately caused by this violation

COUNT IV – MISSTATEMENT OF LOAN STATUS IN REPLEVIN ACTION

25 The claimant incorporates by reference the allegations set forth at ¶¶1-11 of this Complaint as if fully set out hereat

26 On January 6, 2000, Conseco filed a petition for writ of replevin against the claimant in the Merrimack County Superior Court, docket number 2001-E-005 This petition sought issuance of a writ of replevin to replevy the claimant's manufactured home, which served as collateral for his loan obligation to Conseco The petition alleged that the claimant was in default because he failed to make monthly payments from "October, 2000 to date " A hearing on Conseco's petition was scheduled for February 12, 2001

27 As appears from the allegations at ¶10 above, the claimant was not then in default in making his monthly payments

28 About one week prior to the hearing scheduled for February 12, 2001, counsel for Conseco discussed the alleged default with counsel for the claimant Conseco's counsel advised claimant's counsel that Conseco had advanced, on or about August 9, 1999, $587 76 to the Town of Allenstown to prevent the granting of a tax deed for nonpayment of 1997 real estate taxes on the manufactured home He further advised claimant's counsel

that following Conseco's advance to the Allenstown tax collector, Conseco apparently applied claimant's November 15, 2000, payment of $600 to reimburse itself for this advance, rather than apply it to the October and November installment payments as intended This was the first occasion on which Conseco, on anybody acting on Conseco's behalf, notified the claimant or his counsel that it had failed to apply the $600 payment to the October and November monthly installments

29 Following the hearing on February 12, 2001, at which the claimant appeared with counsel, these and other matters were adduced to the court The court thereafter denied Conseco's petition, stating that Conseco's allegations of default were "factually flawed "

30 Conseco violated the provisions of RSA 358-C 3 VII by falsely representing in its petition for writ of replevin that the claimant had failed to make monthly payments "from October, 2000 to date "

31 In accordance with RSA 358-C 4 I, the claimant is entitled to recover the sum of $200 plus costs and reasonable attorneys' fees for this violation, or all damages proximately caused by this violation

COUNT V – VIOLATION OF FIRST MORTGAGE BANKERS LAW BY USING REPLEVIN PROCEDURE

32 The claimant incorporates by reference the allegations set forth at ¶¶1-11 and 26-29 of this Complaint as if fully set out hereat

33 Conseco, by initiating and prosecuting its petition for replevin, violated the provisions of RSA 397-A 16 III, which requires first mortgage bankers to utilize the provisions of RSA 479 to foreclose on real estate, and thereby prohibits repossession of the claimant's mobile home through replevin

34 As a result of this violation by Conseco, the claimant has incurred damages and expenses for his annoyance, stress and anxiety over whether he would lose his home

COUNT VI – BREACH OF DUTY TO DEAL FAIRLY AND IN GOOD FAITH

35 The claimant incorporates by reference the allegations set forth at ¶¶1-11 of this Complaint as if fully set out hereat

36 By a "Notice of Default and Right to Cure Default" dated February 21, 2001, Conseco notified the claimant that he was in default on his obligation to it by reason of his alleged failure to pay the monthly installment due as of February 20, 2001, in the amount of $204 64, plus insurance charges of $26 40 and reimbursement of taxes paid to the Town of Allenstown in the amount of $587 76 This notice further notified the claimant that he had thirty days from February 21, 2001, to cure this default by paying $818 80 in certified funds to Conseco at its office at 3 Executive Park Drive in Bedford, New Hampshire This notice further provided that in lieu of the $818 80 lump sum payment, " you may cure your default by completing a modification or repayment agreement arranged through Conseco Finance Servicing Corporation "

37 The claimant, through his counsel, proposed to make reimbursement of the Allenstown tax payment at a rate of $50 per month in addition to making the regular mortgage payments, until such taxes were reimbursed in full The claimant made this proposal on three occasions as follows (a) in telephone conversations between claimant's counsel and Conseco's counsel prior to the February 12, 2001, court hearing on the petition for writ of replevin, (b) by letter of claimant's counsel dated February 15, 2001, to Conseco's counsel, and (c) by follow-up letter of claimant's counsel to Conseco's counsel dated March 29, 2001

38 Conseco did not responded to the claimant's offer to reimburse the unpaid taxes in $50 monthly installments By this failure, Conseco has breached both the terms of its own offer to enter into a repayment agreement and also its duty to deal fairly and in good faith with the claimant As a result of these breaches by Conseco, the claimart has incurred expenses and damages, including attorneys' fees and expenses, in its efforts to resolve this tax reimbursement issue

COUNT VII – VIOLATION OF UNFAIR COLLECTION PRACTICES ACT – MISREPRESENTATION OF CHARACTER AND EXTENT OF DEBT IN DEFAULT NOTICE

39 The claimant incorporates by reference the allegations set forth at ¶¶1-11 of this Complaint as if fully set out hereat

40 By duplicate letters addressed to the claimart, both dated March 26, 2001, Conseco alleged that the claimart was

further in default in a total amount of $1,106 60, including alleged failure to pay $189 64 on the February 20, 2001, payment, $251 40 on the March 20, 2001, installment payment, and $15 00 in accumulated late fees

41 The allegations set forth in these letters violated RSA 358-C 3 VII in that they falsely represented the character, extent and amount of the claimant's debt Specifically, Conseco's representations were false, because, as appears at ¶10 above, the claimant paid $262 on February 17, 2001, for the payment due February 20, 2001, paid, on March 17, 2001, $15 00 for the payment due March 20, 2001, (the full amount due under Conseco's statement dated February 26, 2001) and did not owe late charges of $15

42 The claimant is entitled, in accordance with §358-C 4 I, to the sum of $200 plus costs and reasonable attorneys' fees for these violations, or for all damages proximately caused by these violations

COUNT VIII – VIOLATIONS OF INSURANCE PREMIUM FINANCE LAW

43 The claimant incorporates by reference the allegations set forth at ¶¶1-11 of this Complaint as if fully set out hereat

44 Conseco is an insurance premium finance company within the meaning of RSA 415-B 1 in that, as appears at ¶6 of this Complaint, it charges interest for insurance premiums advanced by it, and, on information and belief, it receives an assignment, pledge or security interest in unearned insurance premiums as

security for premiums it advances

45 Although Conseco is an insurance premium finance company as aforesaid, it is not licensed as such by the New Hampshire insurance commissioner as required by RSA 415-B

46 Conseco has failed to provide to the claimant an insurance premium finance agreement in the form prescribed by RSA 415-B 6 Conseco has also failed to comply with RSA 415-B 9 II, which requires it to mail a notice of cancellation of insurance to both the insurer and the insured, giving not less than ten days notice of the date upon which cancellation shall become effective

47. The claimant, through his counsel, has, in three letters dated February 15, March 20 and March 29, 2001, requested from Conseco information as to the status of his insurance coverages To date, Conseco has not replied to these requests As a result the claimant can only guess what insurance coverages have been and are presently in effect to protect himself and his manufactured home in the event of his death or accidental disability, or in the event of fire or other casualty affecting his home

48 As a result of these breaches by Conseco, the claimant has suffered damages for annoyance, stress and anxiety arising from the uncertainty of the status of his insurance coverages, and has incurred damages and expense, including attorneys' fees and expenses, to try to resolve this issue

COUNT IX – VIOLATIONS OF CONSUMER PROTECTION ACT

49 The claimant incorporates by reference the allegations set forth at Counts I-V (¶¶12-34 of this Complaint) and Counts VII-VIII (¶¶39-48 of this Complaint) as if fully set out hereat

50 The violations of RSA 358-C alleged in Counts I, II, III, IV and VII also constitute violations of RSA 358-A by reason of 358-C 4 VI

51 In addition, Conseco's violation of RSA 397-A 16 III, as alleged at Count V, its noncompliance with RSA 415-B, as alleged at Count VIII, are also unfair and deceptive acts and therefore constitute violations of RSA 358-A

52 These violations were willful or knowing, and permit the claimant to recover his actual damages or $1,000, whichever is greater, plus an award of as much as three times, but no less than two times such amount The claimant may also recover the cost of the suit and reasonable attorneys' fees In addition, the claimant is entitled to injunctive and other equitable relief

COUNT X – INJUNCTIVE AND OTHER EQUITABLE RELIEF

53 The claimant incorporates by reference the allegations set forth at Counts I-IX (¶¶13-25 of this Complaint) as if fully set out hereat

54 Both RSA 358-C 4 IV and RSA 583-A 10 I explicitly permit the court to issue a temporary and permanent injunctions and other equitable relief for violations of the provisions of

these chapters

55 Pursuant to this authority, the claimant prays that the arbitrator temporarily, upon the filing of a request for a temporary injunction should the need arise, and permanently, enter orders as follows

a Forbid Conseco from using replevin procedures to attempt to gain possession of the claimant's manufactured home

b Forbid Conseco and its employees and agents from violating the provisions of RSA 358-C, and in particular, from contacting the claimant at his place of employment except as specifically permitted under RSA 358-C 3 I(c)

c Forbid Conseco to provide a full accounting from the inception of the loan of all payments collected from the claimant, and in connection therewith, to explain clearly to whom, for what and when these monies were applied and disbursed

d Forbid Conseco and/or any party acting in privity with it from attempting to foreclose on the claimant's manufactured home for any alleged default heretofore arising

e Declare that the claimant is not in default on his loan obligation to Conseco so long as he makes monthly payments of at least $50 toward reimbursement of the

amount advanced by Conseco to the Town of Allenstown for 1997 real estate taxes

Respectfully submitted,

ROGER L COMINS
By His Attorneys
Gray Wendell & Clark P C

August 29, 2002

By _____
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Roger Comins
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Manchester, New Hampshire 03108

May 15, 2003

File # 1278-001
Inv # 1679

RE Commercial Litigation

For professional services rendered through May 15, 2003

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Feb-20-01	Telephone calls with Attorney Dial re new notice of delinquency, nonacceptance of $50/month on taxes, telephone call to client re same and strategy	0 50	87 50	GC3
Feb-22-01	Letter from Conseco re notice of default, letter to client re same	0 40	70 00	GC3
Mar-20-01	Telephone call from client re latest invoice from Conseco, review file re same, telephone call to client's voice mail re making $15 payment	0 80	140 00	GC3
Mar-26-01	Telephone call from client re duns, threat to accelerate	0 20	35 00	GC3
Mar-27-01	Letter from Linda Murphy at Conseco re new demand, telephone call to Attorney Dial's voice mail re his continuing representation of Conseco in this matter	0 40	70 00	GC3
Mar-28-01	Letter to Attorney Dial re amounts due on loan	1 10	192 50	GC3
Apr-02-01	Office conference with client re information for lawsuit v Conseco	1 10	192 50	GC3
Apr-03-01	Telephone call from client re refinancing possibility, letter to Attorney Dial re payoff	0 40	70 00	GC3

Apr-06-01	Fax from Attorney Dial re payoff, telephone call to, letter to client re same	0 40	70 00	GC3
	Draft lawsuit v Conseco	0 90	157 50	GC3
Apr-13-01	Review file re lawsuit v Conseco	1 20	210 00	GC3
Apr-18-01	Research of law re regulation of mortgage lenders and servicers	0 70	122 50	GC3
	Draft lawsuit v Conseco, telephone call from Attorney Dial re status of refinancing, telephone call to client's voice mail re same	4 40	770 00	GC3
Apr-19-01	Telephone call from client re status of refinancing, April payment, draft petition, research law re licensing of first mortgage bankers and loan servicers	3 70	647 50	GC3
Apr-20-01	Revise complaint, telephone call to insurance department re registration of American Bankers	0 90	157 50	GC3
Apr-25-01	Revise complaint, telephone calls to insurance department re Conseco's registration as premium finance company, research of law re insurance regulations	6 20	1,085 00	GC3
Apr-26-01	Telephone call to client's voice mail re updated information for complaint, revise complaint	0 90	157 50	GC3
	Telephone call to client re information for petition, revise petition, letter to court re filing same	2 40	420 00	GC3
Apr-27-01	Letter to insurance commissioner, banking commissioner & Bureau of Consumer Protection re copies of petition	0 40	70 00	GC3
May-02-01	Telephone call from Attorney Dial re non-receipt of payments, fax to same re same	0 40	70 00	GC3
May-03-01	Letter from Conseco re monthly billing statement, letter to client re same	0 40	70 00	GC3
May-04-01	Letter from court re orders of notice, letter to sheriff re service thereof, letter to Attorney Dial re courtesy copy	0 70	122 50	GC3
May-09-01	Letter from sheriff's department re need for additional copies, letter to same re same	0 40	70 00	GC3

May-14-01	Letter from Attorney General's office re complaint, letter to client re same, telephone call from Attorney Dial re settlement, telephone call to client re same	0 80	140 00	GC3
May-18-01	Letter from sheriff re returns of service, letter to court re filing same	0 30	52 50	GC3
May-23-01	Telephone call to client's answering machine re proof of recent payments	0 20	35 00	GC3
May-25-01	Fax from client re 2001 payment	0 20	35 00	GC3
May-29-01	Letter to Attorney Dial re settlement	0 80	140 00	GC3
Jun-05-01	Letter from Attorney Dial re appearance for Conseco, letter to client re same	0 30	52 50	GC3
	Letter from Conseco re monthly statement, letter to client re same	0 40	70 00	GC3
Jun-07-01	Letter from Attorney Friedman re appearance, letter to client re same	0 40	70 00	GC3
Jul-02-01	Letter from Conseco re monthly statement, letter to client re same with request for proof of payments, telephone call from Ed Dial re extension to answer	0 50	87 50	GC3
Jul-03-01	Telephone call from Attorney Chris Friedman re extension to answer	0 20	35 00	GC3
Jul-05-01	Letter from Attorney Dial re motion to extend time to answer, telephone call from client re receipt of check from Conseco, telephone call to client's answering machine re same, telephone call from, fax from client re same	0 70	122 50	GC3
Jul-06-01	Letter from Attorney Friedman re motion to enlarge time to answer, letter from court re order granting Conseco's motion for enlargement, letter to client re same	0 60	105 00	GC3
Jul-10-01	Telephone call from Attorney Friedman re answer and status of insurance coverage	0 20	35 00	GC3
Jul-12-01	Letter from Attorney Dial re motion to stay and compel arbitration, review same	0 40	70 00	GC3
Jul-13-01	Letter from court re order on motion to extend time to answer	0 20	35 00	GC3

	Letter from Attorney Friedman re answer of American Bankers, review same	0 30	52 50	GC3
Jul-16-01	Letter to client re Conseco's motion to stay pending arbitration and answer of American Bankers Insurance	0 70	122 50	GC3
Jul-19-01	Telephone call to client re strategy, arbitration	0 20	35 00	GC3
Jul-20-01	Research of law re waiver of arbitration, draft objection to Conseco's motion to compel arbitration, letter to court re filing same, telephone call to Attorney Dial's voice mail re same	0 90	157 50	GC3
Jul-24-01	Telephone call from Attorney Dial re payment of attorney's fees	0 20	35 00	GC3
	Telephone call from Attorney Dial re payment of attorneys' fees	0 20	35 00	GC3
Jul-25-01	Telephone call from Attorney Mark Malley re non-suit v insurance company	0 20	35 00	GC3
Aug-03-01	Letter from Conseco re bill, letter to client re same and need for proof of payment	0 40	70 00	GC3
Aug-08-01	Telephone call from client re status, copies of paid money orders	0 30	52 50	GC3
Aug-09-01	Telephone call from client re copies of money orders	0 20	35 00	GC3
Aug-17-01	Draft and file motion to continue hearing on Conseco's motion to stay, draft and file non-suit v American Bankers	0 60	105 00	GC3
Aug-29-01	Letter from Conseco re "offer", letter to client re same	0 40	70 00	GC3
Sep-04-01	Letter from Conseco re September payment, letter to client re same	0 30	52 50	GC3
Sep-11-01	Letter from Attorney Dial re arbitration before AAA	0 20	35 00	GC3
Sep-12-01	Letter to client re Conseco's agreement to arbitrate before AAA	0 20	35 00	GC3

Sep-13-01	Letter from court re order continuing hearing on Conseco's motion to stay pending arbitration	0 20	35 00	GC3
Sep-17-01	Letter from court re order approving non-suit v American Bankers	0 20	35 00	GC3
Sep-19-01	Letter from court re notice of hearing on motion to stay	0 20	35 00	GC3
Sep-24-01	Letter to client re court orders, status of arbitration	0 30	52 50	GC3
Oct-01-01	Letter from Conseco re September billing statement, letter to client re same	0 40	70 00	GC3
Oct-05-01	Telephone call to Attorney Dial's voice mail re stipulation re arbitration	0 20	35 00	GC3
Oct-10-01	Telephone call to Attorney Dial re stipulation to arbitrate	0 20	35 00	GC3
Oct-11-01	Letter from court re order staying case pending arbitration	0 20	35 00	GC3
Oct-15-01	Letter from Attorney Dial re monthly payments	0 20	35 00	GC3
Oct-25-01	Letter to client re letter from Attorney Dial	0 40	70 00	GC3
Nov-07-01	Fax from client re canceled checks, telephone call from client re same	0 40	70 00	GC3
Nov-15-01	Letter from Conseco re billing statement	0 20	35 00	GC3
Jun-10-02	Letter from Attorney Dial re motion to dismiss superior court action	0 20	35 00	GC3
Aug-29-02	Prepare and file demand for arbitration, file certification thereof with Superior Court	3 00	525 00	GC3
Aug-30-02	Telephone call from client re status, filing of demand for arbitration	0 20	35 00	GC3
Sep-06-02	Fax from AAA re need for specification of AAA as arbitrator, letter to same re same	0 50	87 50	GC3
Sep-12-02	Letter from court re order vacating dismissal	0 20	35 00	GC3

Sep-23-02	Fax from American Arbitration Association re processing case under consumer rules	0 20	35 00	GC3
Sep-30-02	Review fax from American Arbitration Association re processing of case as consumer matter, letter to client re same	0 40	70 00	GC3
Oct-04-02	Letter to client re Conseco's answer	0 20	35 00	GC3
	Letter from Conseco re September statement	0 20	35 00	GC3
Oct-07-02	Letter from Attorney Dial re answer to arbitration demand	0 40	70 00	GC3
Oct-11-02	Letter from Attorney Dial re withdrawing counterclaim	0 20	35 00	GC3
Oct-22-02	Letter to client re Conseco's withdrawal of counterclaim	0 20	35 00	GC3
Nov-20-02	Letter to client re arbitration date	0 20	35 00	GC3
	Fax from AAA re biography of Lucy Karl as arbitrator, telephone calls to AAA re dates for arbitration	0 40	70 00	GC3
Nov-21-02	Fax from AAA re notice of hearing	0 20	35 00	GC3
Dec-18-02	Letter to client, AAA re Conseco's chapter 11 filing	0 80	140 00	GC3
Jan-03-03	Letter from Conseco re placement of homeowner's insurance	0 20	35 00	GC3
Jan-06-03	Telephone call to Ms Tirell's voice mail at AAA re status of hearing, etc	0 20	35 00	GC3
	Letter from Conseco re new homeowner's insurance policy	0 20	35 00	GC3
Jan-07-03	Telephone call from Jacqueline Tirrell at AAA re status of arbitration proceeding, fees	0 20	35 00	GC3
Jan-08-03	Fax from Ms Tirrell at AAA re cancelation of hearing, fax letter to same re abeyance of proceeding	0 40	70 00	GC3
Jan-09-03	Telephone call from client re status and strategy re Conseco claim, memo to file re same	0 40	70 00	GC3

Jan-14-03	Fax from Ms Tirrell re holding matter in abeyance	0 20	35 00	GC3
Apr-07-03	Letter from Bankruptcy Court re Notice of Hearing re Approval of Disclosure Statement, etc Notice of filing and notice of Motion to Set Claims Bar date	0 40	70 00	GC3
Apr-08-03	Letter from Bankruptcy Court re Notice of Errata	0 20	35 00	GC3
Apr-23-03	Telephone call from client re mortgage arrearages, Letter to Attorney Dial re same	0 40	70 00	GC3
	Totals	53 80	$9,415 00	

DISBURSEMENTS		**Disbursements**	**Receipts**
Nov-13-01			0 81
Apr-27-01	Photocopy expense	21 00	
	Postage	4 68	
	Filing fee	125 00	
May-04-01	Sheriff's fees	25 00	
May-18-01	Postage	1 18	
May-29-01	Photocopy expense	1 20	
	Sheriff's fees Sheriff's fees - Comins v American Bankers Insur Co	12 50	
	Sheriff's fees - Comins v Conseco Finance	11 00	
Jul-16-01	Photocopy expense	7 80	
Aug-16-01	Photocopy expense	3 00	
	Postage	1 36	
Aug-29-02	Photocopy expense	20 40	
	Postage	8 43	
	Filing fee	750 00	
	Totals	$992 55	$0 81

Total Fees & Disbursements	**$10,406 74**
Previous Balance	$1,301 19
Previous Payments	$1,301 19
Balance Due Now	**$10,406 74**

TRUST STATEMENT

		Disbursements	Receipts
Nov-13-01	Received From Roger Comins Retainer		600 00
	Total Trust	$0 00	$600 00
	Trust Balance		**$600 00**

GRAY WENDELL & CLARK

PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

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THE CENTER OF NEW HAMPSHIRE
650 ELM STREET
MANCHESTER NEW HAMPSHIRE 03101
(603) 625 4100

FAX (603) 625 4154

May 15, 2003

PRIORITY MAIL

Bankruptcy Management Corporation
Conseco Bankruptcy Claims Department
P O Box 1042
El Segundo, CA 90245-1042

Re Roger L Comins v Conseco Financial Services Corp
Proof of claim

Ladies and Gentlemen

I enclose herewith for filing an original Proof of Claim in the above matter

I also enclose a photocopy of the same Proof of Claim Would you kindly date and time stamp the copy and return it to us in the enclosed self-addressed, stamped envelope?

Sincerely yours,

Grenville Clark III

GC/kld
Enclosures
cc Roger L Comins

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re CONSECO FINANCE CORP ,
Case No 02-49675

DOCUMENTS APPENDED TO CLAIM

On August 17, 2005, Document(s) appended to Claim Number 49676-001375 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 02-49675
	)	
Debtor	)	The Honorable Carol A Doyle
	)	

ORDER DISALLOWING CLAIMS OF ROGER L. COMINS

Upon hearing the matters identified under section number 1 (one) of the Agenda of Matters Scheduled for Hearing on August 3, 2004 (the "**August Omni Hearing**") in connection with the CFC Estate's Objections (the "**Objections**")[2] to the claims of Roger L Comins ("**Comins**"), the Court having jurisdiction over this matter pursuant to 28 U S C §§ 157 and 1334, it is hereby

ORDERED that Claim No 49676-001375 shall be disallowed as having been amended and superseded by Claim No 49675-004282, and it is further

ORDERED that Claim No 49675-004282 shall be disallowed on the grounds that the CFC Estate has no liability for payment on the Claim

Dated 8/10/05

Carol A. Doyle
The Honorable Carol A Doyle,
United States Bankruptcy Judge

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1 The Post Consummation Estate for Conseco Finance Corp (the "CFC Estate") is the liquidating trust that holds in trust for distribution to creditors certain of the assets of the entities referred to as the Finance Company Debtors" in the Finance Company Debtors' Sixth Amended Joint Liquidating Plan of Reorganization Pursuant to Chapter 11 of the United States Bankruptcy Code (the "Plan")

2 Capitalized terms not defined herein are as defined in the Objections

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                              ******************************
                              ***   MULTI TX/RX REPORT   ***
                              ******************************

TX/RX NO                  2932
PGS                         3
TX/RX INCOMPLETE          (2)   916032253185
TRANSACTION OK            (1)   916036254154
                          (3)   916036245469
ERROR INFORMATION         -----
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Greenberg Traurig

Transmittal Cover Sheet

From: Robert W. Lannan

Tel. 312 456.8452

E-Mail: lannanr@gtlaw.com

To	Fax No:	Company:	Phone No:
Grenville Clark III	603-625-4154	Gray Wendell & Clark	603-625-4100
Charles A. Russell	603-225-3185	Russell Law Office	603-225-3166
Lawrence P Sumski	603-624-5469	Chapter 13 Trustee	603-624-0574

File No.: 61954.010200

Re: In re Roger L Comins
In re Conseco Finance Corp.

Date. 8/9/2005

No Pages: Including Cover Sheet 3

If you do not receive all pages properly, please call 312.456.8400.

Notes: