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

In re:	**Chapter 11**
Conseco Finance Corp.,[1]	**Case No. 02 B49675**
	Honorable Carol A. Doyle
Debtor.	

STIPULATION AND AGREED ORDER BETWEEN THE CFC ESTATE AND WILLIAM TRIPLET RESOLVING (1) CLAIMS OF WILLIAM TRIPLET AND (2) WILLIAM TRIPLET'S MOTION TO LIFT THE AUTOMATIC STAY

The CFC Estate and William Triplet ("Triplet" or "Claimant," and together with the CFC Estate, the "Parties") hereby stipulate and agree as follows for this *Stipulation and Agreed Order Resolving (1) Claims of William Triplet and (2) William Triplet's Motion to Lift the Automatic Stay* (the "Stipulation"):

RECITALS

WHEREAS, on March 10, 2000, Triplet filed a lawsuit against Conseco Finance Servicing Corp. ("CFSC") in the District Court of Johnson County, Kansas, captioned *Triplet v. Conseco Finance Servicing Corp,* Case No. 00-CV-1641 (the "State Court Action") in connection with a Transfer of Equity and Assumption Agreement entered into between the Parties on January 26, 1999 (the "Transfer Agreement");

WHEREAS, on May 18, 2000, on CFSC's motion, and pursuant to the Transfer Agreement, the State Court Action was removed to the American Arbitration Association, Arbitration No. 057-E-181-00307-00 (the "Arbitration");

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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 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").

WHEREAS, the Parties litigated the matter before John J. Juryck (the "Arbitrator") on November 18, 2002;

WHEREAS, on December 17, 2002, Conseco Finance Corp. and CFSC filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the jointly administered cases of *In re Conseco, Inc., et al.* (the "Chapter 11 Cases"). Certain other affiliates subsequently filed their voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the Chapter 11 Cases on February 3, June 2, and June 24, 2003;

WHEREAS, although the Arbitrator had reviewed the Parties' briefs and heard the case in full, the Arbitrator entered an order staying the Arbitration pursuant to section 362 of the Bankruptcy Code (the "Stay") and did not issue an opinion, which was to be issued on December 18, 2002;

WHEREAS, on May 20, 2003, Triplet filed a general unsecured claim against CFSC in the amount of $30,214,000.00, designated on the claims register as Claim No. 49676-001402 (the "Claim");

WHEREAS, on June 6, 2003, the Finance Company Debtors filed the *Finance Company Debtors' Fourth Omnibus Objection to Claims Asserted Against the Finance Company Debtors* (the "Fourth Omnibus Objection") objecting to the Claim and seeking disallowance of the Claim on the basis that there was no liability for the Claim;

WHEREAS, on or about June 25, 2003, Triplet filed Creditor William Triplet's Brief Opposing the Relief Requested in the Finance Company Debtors' Fourth Omnibus Objection to Claims Asserted Against the Finance Company Debtors (the "Response") opposing the relief sought in the Fourth Omnibus Objection;

WHEREAS, on September 9, 2003, the Bankruptcy Court entered an order (the "Confirmation Order") confirming the Finance Company Debtors' Sixth Amended Joint Liquating Plan of Reorganization (the "Plan") pursuant to chapter 11 of the United States Bankruptcy Code;

WHEREAS, on September 15, 2003, the Plan became Effective;

WHEREAS, the Plan, as confirmed by the Bankruptcy Court enjoins all lawsuits against CFSC (the "Permanent Injunction") providing, in particular, that:

> [A]ll Parties and Entities are permanently enjoined, from and after the Effective Date, on account of any Claim or Equity Interest satisfied and released pursuant to Art. XI.G of the Plan, from...[c]ommencing or continuing in any manner any action or other proceeding of any kind against any Finance Company Debtor or, after the Effective Date, against the Post-Consummation Estate or the Plan Administrator on behalf of the Post-Consummation Estate;

WHEREAS, on or about September 8, 2004, Triplet filed *Creditor William Triplet's Motion to Lift the Automatic Stay* (the "Lift Stay Motion") requesting that the Court lift the Stay (Permanent Injunction) and order the arbitrator to issue an opinion in the Arbitration;

WHEREAS, the Parties wish to resolve their disputes relating to the Claim, the Fourth Omnibus Objection, the Response, the Lift Stay Motion, and all related claims against the CFC Estate with finality and without further legal proceedings or expense; and

WHEREAS, the Parties have reached an amicable resolution memorialized herein; and it appearing that due and adequate notice having been given; and after due deliberation and good cause appearing for the entry of this Stipulation; and based upon the foregoing recitals and in consideration of the mutual covenants set forth below, the Parties stipulate and agree as follows:

IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE UNDERSIGNED PARTIES:

1. The Permanent Injunction shall be lifted for the limited purpose of permitting the Arbitrator to enter an opinion in the Arbitration.

2. The Parties agree that the Arbitrator's decision shall be final and not subject to appeal.

3. The Parties agree that Triplett has received all relevant information about the Claim from the CFC Estate.

4. In the event that the Arbitrator enters an award in favor of Triplet and against CFSC (the "Award"), the Claim shall be reduced and allowed as a General Unsecured Claim against the CFC Estate in the amount of the lesser of (a) the Award or (b) $220,000.00; provided, however, the Parties agree that in no event shall the Claim be allowed in excess of $220,000.00 (the "Allowed Claim"); provided further, the parties agree that nothing contained in this Stipulation and Order shall prejudice Triplet's rights to seek any additional amounts due and owing on the judgment, if any, from any source outside of the CFC Estate, including any eligible insurance policies; and provided still further that the CFC Estate shall not be required to provide any discovery in any actions against other parties in this matter.

5. Distribution of any Allowed Claim shall be in accordance with the Plan.

6. The CFC Estate on behalf of itself and its respective predecessors, affiliates, subsidiaries, officers, directors, partners, members, employees, agents and attorneys, past and present, hereby unconditionally fully releases and forever discharges Claimant and his heirs, executor, attorneys, administrators, successors and assigns from any and all claims (including, as defined in section 101(5) of

title 11 of the United States Code), demands, liens, agreements, contracts, covenants, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, damages, judgments, orders and liabilities of whatever kind or nature, in law or equity, by statute or otherwise, whether now known or unknown, vested or contingent, liquidated or unliquidated, suspected or unsuspected, and whether or not concealed or hidden, which have existed or may have ever existed, or which do or may exist, arising from or relating to the Transfer Agreement, the State Court Action, the Arbitration or the Allowed Claim, other than claims based on a breach of this Stipulation.

7. Except as provided in Paragraphs 4 and 5 above, Claimant on behalf of himself and his respective predecessors, affiliates, subsidiaries, officers, directors, partners, members, employees, agents and attorneys, past and present, hereby unconditionally fully releases and forever discharges the Reorganized Debtors, and the CFC Estate and each of their respective affiliates, subsidiaries, officers, director, partners, members, employees, agents and attorneys, heirs, executors, attorneys, administrators, successors and assigns, past and present, from any and all claims (including, as defined in section 101(5) of title 11 of the United States Code), demands, liens, agreements, contracts, covenants, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, damages, judgments, orders and liabilities of whatever kind or nature, in law or equity, by statute or otherwise, whether now known or unknown, vested or contingent, liquidated or unliquidated, suspected or unsuspected, and whether or not concealed or hidden, which exist as of the date of this agreement, arising from or relating to the

Transfer Agreement, the State Court Action, the Arbitration or the Allowed Claim, except for claims based on a breach of this Stipulation,

8. The Parties, their agents and attorneys, will take all steps necessary to conclude and/or journalize any and all pending arbitration and civil actions consistent with this Stipulation and Order.

9. The Parties hereby understand and agree that neither this Stipulation and Order, nor anything contained herein, shall be construed or considered in any way to be an admission of liability.

10. This Stipulation and Order may be executed in counterparts and by facsimile, and all such counterparts shall constitute one Stipulation.

11. This Stipulation shall inure to the benefit of, and be binding upon, the Parties hereto and their predecessors, successors and assigns.

12. This Stipulation and Order constitutes the entire agreement between the Parties with respect to the subject matter hereof. No prior or contemporaneous agreement may be used to alter the terms of the Stipulation and Order.

13. This Stipulation and Order may be modified only in a writing signed by the party to be charged with such modification and Order.

14. The signatories to the Stipulation represent and warrant that they have been duly authorized to execute this Stipulation and Order on behalf of the respective Parties, and thereby to bind the respective Parties.

15. This Stipulation and Order is subject to the approval of the Bankruptcy Court. The Parties agree to use reasonable efforts to obtain the approval of the Bankruptcy Court as expeditiously as possible.

16. In the event the Bankruptcy Court declines to approve this Stipulation and Order, neither this Stipulation and Order nor any part thereof may be used by any party for any purpose, except to enforce this provision.

Dated: Overland Park, Kansas
September 21, 2004

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Attorneys for William Triplet

Dated: Chicago, Illinois
September __, 2004

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(312) 861-2200 (facsimile)

Attorneys for the CFC Estate

SO ORDERED:

Dated: September __, 2004

United States Bankruptcy Judge

16. In the event the Bankruptcy Court declines to approve this Stipulation and Order, neither this Stipulation and Order nor any part thereof may be used by any party for any purpose, except to enforce this provision.

Dated: Overland Park, Kansas
September 21, 2004

DEZUBE MILLER, P.A.

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Attorneys for William Triplet

Dated: Chicago, Illinois
September 27, 2004

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Attorneys for the CFC Estate

SO ORDERED:

Dated: ~~September~~ OCT. 27, 2004

United States Bankruptcy Judge

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

FILED
SEP 08 2004
KENNETH S GARDNER, CLERK
UNITED STATES BANKRUPTCY COURT
BY

In re	Chapter 11
CONSECO, INC , et al ,	Case No 02-B 49672
	(Jointly Administered)
Debtors	Honorable Carol A Doyle
Triplet v Conseco	Arbitration No 057 E 181 00307 00

FILED
UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
SEP 08 2004
KENNETH S. GARDNER, CLERK
PS REP. - CC

CREDITOR WILLIAM TRIPLET'S MOTION TO LIFT THE AUTOMATIC STAY

COMES NOW Creditor William Triplet, by and through counsel Douglas K DeZube of DeZube Miller, P A , and moves the Court to lift the automatic stay in this case under Bankruptcy Code § 362(d), (e), (f) and (g), and 28 U S C § 1446, and to order the issuance of a reasoned opinion by the arbitrator in Mr Triplet's arbitration hearing Originally, this Motion was sent to the Court and the parties, but the filing fee was separated from the Motion, and the matter was not docketed for hearing Creditor again brings his Motion for the Court's consideration In support of his Motion, Mr Triplet offers the following

I. BACKGROUND

William Triplet is a seventy-two year-old man residing in Ottawa, Kansas On January 26, 1999, he entered into a Transfer of Equity and Assumption Agreement ("the Agreement") for a 1991 Champion mobile home, financed by Greentree Financial Servicing Corp Mr Triplet allowed his son, James Triplet, to occupy the mobile home James Triplet was to pay Mr Triplet rent in the sum of the monthly loan amount, but James Triplet was unable to make those payments to his father Mr Triplet made the first two payments to Greentree, pursuant to the Agreement, but ceased making

any additional payments After Mr Triplet failed to make the third payment, Greentree sent him a Notice of Default and Right to Cure, dated April 14, 1999, instructing Mr Triplet that he owed $602 62

When Mr Triplet was in default, Greentree sent him a letter about Greentree's Default of Equity program The letter advised that Greentree would like to try to sell the manufactured home instead of repossessing it Enclosed with the letter was a Notice of Voluntary Surrender, which Greentree requested Mr Triplet sign and return immediately Per the letter, the Notice of Voluntary Surrender allowed Greentree to process a transfer of equity, or assumption, on the mobile home The letter expressly stated that by allowing a transfer of equity to be done on the mobile home, repossession would be prevented from occurring, as would the prospect of a future suit or a reporting to the credit bureau Copy of the letter, and the Notice of Voluntary Surrender, are attached as *Exhibit A*

In the letter, Greentree explained that the only way it could effectuate a transfer of equity, was through Mr Triplet's "immediate cooperation", which entailed signing and returning the Notice of Voluntary Surrender In the letter, Greentree states that, "[i]n a great number of cases we are successful in putting new qualified buyers in these manufactured homes " At the time Greentree sent Mr Triplet its Default of Equity letter, Greentree's Default of Equity program for Kansas participants had a failure rate of eighty-eight percent [88%]

While Greentree represented to Mr Triplet that it would help him find a buyer to assume his loan through its Default of Equity program, at no time did Greentree actively attempt to find willing buyers for program participants On September 10, 1999, Mr Triplet signed the Notice of Voluntary Surrender and mailed it to Greentree Subsequent to Mr Triplet's surrender of his mobile home,

Debtor Conseco Finance Servicing Corp ("Conseco"), acquired Greentree In so doing, Greentree's interest in Mr Triplet's mobile home was transferred to Conseco

Conseco did not complete a transfer of equity, or assumption, on the mobile home On October 8, 1999, one month after Mr Triplet executed the voluntary surrender form, Conseco repossessed Mr Triplet's mobile home At a private sale held on October 20, 1999, the mobile home was sold Pursuant to Conseco's Loss Report, the October 20, 1999, sale of the mobile home yielded a net loss of $14,254 29 On October 20, 1999, Conseco forwarded Mr Triplet's loan file to Conseco Financial Corporation's Central Recovery Department The Notice requested the Central Recovery Department to " take all steps necessary to collect the balance due on behalf of Conseco " On November 18, 1999 Mr Triplet received his first collection letter from Conseco Central Recovery The letter informed that Mr Triplet was obligated for the entire deficiency amount From November 18, 1999, until the present time, Mr Triplet received at least fourteen collection letters on his Conseco deficiency, and countless telephone calls from collection agencies

Conseco reported the October 8, 1999 foreclosure of Mr Triplet's mobile home, and the subsequent deficiency, to the three major credit bureaus, despite the fact that Mr Triplet was assured that by participating in the Default of Equity Program, he would avoid a reporting to the credit bureaus On account of the derogatory nature of the foreclosure, Mr Triplet's Fair Isaac credit rating was significantly lowered, by more than two hundred points Despite numerous attempts to obtain financing from a variety of lenders, the Conseco derogatory credit remark essentially excluded Mr Triplet from any credit opportunities Most notably, Mr Triplet was unable to take advantage of the favorable interest rates and refinance his house Mr Triplet's inability to secure a home equity loan prevented him from being able to pay the hospital bills he incurred as a result of a heart attack,

and forced him to instead charge those bills to high rate credit cards and fall further into debt

Mr Triplet filed a lawsuit against Conseco in the district court of Johnson County, Kansas [*Triplet v Conseco Finance Servicing Corp*, Case No 00-CV-1641] The Petition alleged breach of contract, violations of the Kansas Consumer Protection Act, and fraudulent misrepresentation Conseco successfully moved to enforce the arbitration clause in its Transfer of Equity Agreement with Mr Triplet Although Mr Triplet opposed the removal of the case to arbitration and filed a Motion to that effect, the matter removed to the American Arbitration Association [Arbitration No 057 E 181 00307 00] In August of 2000, an arbitrator, John J Juryck, was selected, and the parties began what became a lengthy and arduous discovery process

For more than two years, the parties conducted discovery Mr Triplet was forced to bring two separate Motions to Compel in order to obtain documents he needed and to take the deposition of Conseco's Corporate Representative Eventually, in May of 2002, Conseco was ordered to allow counsel for Mr Triplet to inspect the Default of Equity loan files he had requested in his November 2000 Interrogatories and Requests for Production of Documents of Conseco. Conseco refused to produce the documents however, and counsel for Mr Triplet had to spend a week in Phoenix, Arizona, reviewing the documents at a remote document storage facility

Finally, the parties litigated the matter at a November 18, 2002 Hearing before Mr Jurcyk at the American Arbitration Association's Kansas City offices Counsel for Mr Triplet argued that Conseco breached its Agreement with Mr Triplet, and was liable to Mr Triplet for fraudulent misrepresentation and violations of the Kansas Consumer Protection Act Conseco sought to collect its deficiency balance from Mr Triplet through its counterclaim The witnesses for Claimant, consisted of Mr Triplet, an expert on lending and financing, two other individuals who participated,

unsuccessfully, in the Default of Equity Program, and Conseco's Corporate Representative, Tim Bauer Conseco's only witness was Tim Bauer, its Corporate Representative, who traveled from St Louis The Hearing lasted twelve hours, after which time Mr Juryck informed the parties he would take the matter into consideration and would review the Proposed Findings of Fact and Conclusions of Law submitted by the parties Mr Juryck stated that he would issue a ruling within thirty-days of closing the record

In a letter dated November 27, 2002, Mr Triplet was alerted to the fact that a third-party, PRA AG Funding, L L C , purchased Mr Triplet's account from Conseco on October 30, 2002 - three weeks before the Hearing This was the first time Mr Triplet or his counsel were advised of the sale At no time did Conseco or counsel for Conseco advise Mr Triplet, Mr Triplet's attorneys, or the Arbitrator that it sold Mr Triplet's account to a third-party Mr Triplet brought a Motion to Strike Conseco's Counterclaim, and for Sanctions, arguing that if Conseco sold the account outright, as it apparently did, Conseco does not have standing to bring its counterclaim for a deficiency balance against Mr Triplet In the alternative, Mr Triplet argued that if there was some other arrangement between Conseco and PRA AG Funding, L L C , Mr Triplet would be entitled to discover the factual basis of that business arrangement, and that any amounts recovered by Conseco pursuant to that arrangement would need to be applied to Mr Triplet's deficiency balance Questions about the account, and the deficiency balance had been asked of Conseco through Interrogatories, Document Requests, and in a series of questions to Conseco's Corporate Representative Mr Triplet was never informed that Conseco had sold, or was in the process of selling his account, and was severely prejudiced as a result of Conseco's failure to disclose those items

Upon receiving Mr Triplet's Motion, Mr Jurcyk reopened the matter, and set a telephone hearing on the Motion The hearing never took place, though, on account of Conseco's bankruptcy filing in this Court and Mr Jurcyk's December 20th order staying the arbitration Accordingly, Mr Jurcyk was unable to issue a ruling on the arbitration case, despite having reviewed briefs by the parties, and having heard the case in full

II. THE AUTOMATIC STAY SHOULD BE LIFTED BECAUSE OF THE ARBITRATION CLAUSE INVOKED BY CONSECO

This Motion is being brought to have this Court lift the automatic stay to permit the arbitrator to issue a reasoned opinion, complete with Findings of Fact and Conclusions of Law specific enough to apply the adjudication to any provisions of the bankruptcy code The automatic stay provision of § 362 operates as a stay against "the commencement or continuation of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case under this title " 11 U S C § 362(a)(1) Pursuant to § 362(d)(1), a court may grant relief from an automatic stay "for cause " To determine whether cause exists to lift or modify an automatic stay, this Court has articulated the following three-factor test which examines whether a) any great prejudice to either the bankrupt estate or the debtor will result from continuation of the civil suit, b) the hardship to the [non-bankrupt party] by maintenance of the stay considerably outweighs the hardship of the debtor, and, c) the creditor has a probability of prevailing on the merits " In re Fernstrom Storage & Van Co , 938 F 2d 731, 735 (7th Cir 1991), In re Kmart Corp , et al , 2002 U S Dist LEXIS 24141, 2-3, 40 Bankr Ct Dec 161 In the case before the Court, a consideration of those factors dictates that the Court lift the automatic stay One reason for

doing so is the arbitration clause that Conseco invoked in its litigation with Mr Triplet

This case was originally brought in The District Court of Johnson County, Kansas After filing an Answer and Counterclaim, Conseco moved the court to enforce the binding arbitration clause in the Transfer of Equity Agreement and Assignment Mr Triplet executed Mr Triplet opposed the removal of the case to arbitration, and challenged the validity and enforceability of the arbitration clause The district court scheduled a hearing on the motion, and granted Conseco's motion, determining that the arbitration clause was valid and enforceable

As mentioned above, Section 362 of the Bankruptcy Code provides in pertinent part

> On request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay–
>
> (1) for cause

11 U S C § 362 (1982 and Supp 1986), See, In re Edgerton, 98 B R 392, 393, 1989 Bankr LEXIS 483, 4 (N D Ill 1989)

Thus, this Court may modify the stay because the arbitration clause in the Agreement between Conseco and Mr Triplet mandates that the American Arbitration Association is the proper forum to resolve the pending dispute See, Id , at 394, 4-5 The Agreement that contains the binding arbitration clause is governed by the Federal Arbitration Act 9 U S C § § 1-208 (1982) Section 3 of the Act provides in pertinent part

> any suit or proceeding be brought in *any* of the courts of the United States upon any issue referable to arbitration under an agreement in writing for such arbitration, the court in which suit is pending, upon being satisfied that the issue involved in such suit or proceeding is referable to arbitration under such an agreement, *shall* on application of one of the parties stay the trial of the action until such arbitration has been had in accordance with the terms of the

agreement, provided the applicant for the stay is not in default in proceeding with such application 9 U S C § 3 (1982) [emphasis added]

Currently, the United States Supreme Court is uniformly enforcing arbitration agreements in various commercial contexts See Shearson/American Express, Inc., 482 U S at 220, 107 S Ct at 2332, Mitsubishi Motors Corp., 473 U S at 614, Dean Witter Reynolds, Inc v Byrd, 470 U S 213, 84 L Ed 2d 158, 105 S Ct 1238 (1985), Moses H Cone Memorial Hospital v Mercury Construction Corp., 460 U S 1, 74 L Ed 2d 765, 103 S Ct 927 (1983) Although a bankruptcy court has the power to stay proceedings pending arbitration, the court should use its sound discretion in exercising it See Zimmerman v Continental Airlines, Inc., 712 F 2d 55, 59 (3rd Cir 1983) *cert denied* 464 U S 1038, 79 L Ed 2d 165, 104 S Ct 699 (1984) In the bankruptcy context, jurisdiction generally shifts from arbitration only when the policy behind the Arbitration Act is in direct conflict with the bankruptcy statutes In the case before the Court, those policies are not in opposition

The Court's determination that the stay should be modified to allow the arbitrator to rule on the evidence he has heard, along with Claimant's Motion for Sanctions, is based upon a balance of the competing interests See Societe Nationale Algerienne v. Distrigas Corp., 80 Bankr 606, 610 (D Mass 1987) A bankruptcy court should consider the following factors in determining whether to modify the automatic stay to allow arbitration the degree to which the nature and extent of the litigation and evidence makes the judicial forum preferable to arbitration, the extent to which special expertise as necessary to resolve the disputes, and, the identity of the persons comprising the arbitration committee and their track record in resolving disputes between the parties See In re R M Cordova International, Inc., 77 Bankr 441 (Bankr D N J 1987), In re Allen & Hein, 59

Bankr , 733 (Bankr S D Cal 1986)

In the case of Mr Triplet and Conseco, arbitration is undoubtably the preferable forum When Mr Triplet first brought suit in state court, Conseco was adamant that its arbitration clause was valid and enforceable Mr Triplet opposed removal of the case to arbitration, but Conseco successfully asserted that its clause gave sufficient notice to Mr Triplet, obligated both parties, and did not usurp any of Mr Triplet's tort claims The District Court agreed with Conseco, and shifted jurisdiction over the claim to the American Arbitration Association The District Court recognized the strong federal policy favoring arbitration and supported the conclusion that, pursuant to the terms of their Agreement, the parties must arbitrate their differences See In re Griffin Trading Co , 250 B R 667, 673, 2000 Bankr LEXIS 777,12 (N D Ill) The Agreement, with its arbitration clause, is attached hereto as *Exhibit B*

In the event this Court elects not to lift the stay, the matter would still be transferred back to the American Arbitration Association, only at a later date Were Mr Triplet to initiate an adversary proceeding against Conseco in this Court, it would necessarily need to be stayed pending arbitration, pursuant to the Agreement between Mr Triplet and Conseco Id , at 17, 674 The law is clear, the matter would be stayed pending the outcome of the mediation or arbitration Penn v Ryan's Family Steakhouses, Inc , 95 F Supp 2d 940, 942 (N D Ind 2000) (stating that when a valid agreement to arbitrate exists between the parties and covers the matter in dispute, the Federal Arbitration Act requires the federal courts to stay any ongoing judicial proceedings, including bankruptcy, and to compel arbitration)

Jurisdiction remains with the American Arbitration Association because Mr Triplet's claims against Conseco, and Conseco's counterclaim against Mr Triplet, are arbitrable issues Even if this

Court were to determine that upon Conseco's filing of a bankruptcy petition, jurisdiction shifted from the American Arbitration Association to this Court, it would revert to arbitration to resolve any of the claims between Mr Triplet and Conseco Because jurisdiction presently rests with the American Arbitration Association, the stay should be lifted so that the arbitrator may complete his work and adjudicate the matter

III PRINCIPLES OF JUDICIAL ECONOMY FAVORS THAT THE AUTOMATIC STAY BE LIFTED, SO THAT THE ARBITRATOR MAY RULE

As discussed above, the matter between Mr Triplet and Conseco had already gone through the arbitration process Expensive and time-consuming discovery was conducted, depositions were taken, voluminous briefs were submitted, and a twelve-hour hearing occurred Mr Jurcyk heard the evidence, and the arguments by both parties But for Conseco's filing of its bankruptcy petition, Mr Jurcyk would have already issued a ruling The case was litigated, and the work completed Key considerations of the bankruptcy courts in resolving claims and adversary proceedings include judicial economy, promotion of uniformity and efficiency in bankruptcy administration, convenience, conservation of debtor and creditor resources, and the particular court's knowledge of the facts and the reduction of confusion Madison Management Group v Paper Indus Union Management Pension Fund, 1994 U S Dist LEXIS 16865, 19-20 See also In re Ramex International, 91 Bankr 313, 315 (E D Pa 1988)

Requiring Mr Triplet to bring an adversary proceeding in this Court controverts those very public policy goals It would be a waste of this Court's time and resources to relitigate a matter that has already gone through the arbitration process Moreover, an adversary proceeding would waste

Mr Triplet's and Conseco's resources, by forcing them to incur time and money to put on the same case they tried on November 18, 2002 Mr Jurcyk is familiar with Mr Triplet's case, having ruled on a collection of motions and discovery disputes between the parties for more than two years He also presided over a Hearing, where evidence was put on, and afterward he reviewed the trial briefs submitted by the parties Mr Jurcyk is in the best position to adjudicate the claim because of his familiarity with the issues Perhaps more importantly, his work is substantially done all that remains is for him to issue a ruling

Another factor that strongly suggests that Mr Jurcyk be allowed to rule and resolve the dispute between Mr Triplet and Conseco is that this Court is an inconvenient forum for an adversary proceeding Mr Triplet resides in Kansas, as do the witnesses he called at the November 18 Hearing, whom he would again produce at an adversary proceeding The attorneys for both parties are located in Kansas, and Conseco's designated Corporate Representative, who would have to testify in an adversary proceeding, resides only a short drive from Kansas City When the Court considers what would be most convenient for the parties, and what would best conserve their resources, it will surely recognize the inefficiency of mandating an adversary proceeding in Chicago This is true particularly when the Court considers that a full hearing has already been had on the issues

Lifting the stay to allow Mr Jurcyk to complete his task and issue a ruling means that this Court can turn its attention to other matters in the bankruptcy It will not have to consider briefs on the nuances of the Kansas Consumer Protection Act, or arguments pertaining to the elements of a fraudulent misrepresentation claim in Kansas Allowing Mr Jurcyk to rule saves this Court from listening to testimony on interpretations of correspondence sent by Conseco to Mr Triplet on the

Default of Equity Program, or expert testimony on how much money Mr Triplet lost on account of his inability to refinance his house because of Conseco's derogatory reporting to the credit bureaus That work has already been done, and this Court need not spend its time doing it again For that reason, it ought to allow Mr Jurcyk to issue his ruling, and resolve the claims that have already been litigated

IV THE COURT SHOULD ORDER THE ARBITRATOR TO ISSUE A REASONED OPINION

It is crucial that this Court order Mr Jurcyk to issue a reasoned opinion in the arbitration, complete with findings of fact and conclusions of law Absent a specific, reasoned opinion, this Court may find itself in a position where it has to hear the case again so as to decide how Mr Triplet's claims ought to be treated in the bankruptcy plan Only a reasoned opinion by Mr Jurcyk has the ability to inform this Court whether some of Mr Triplet's claims are non-dischargeable by Conseco Were Mr Jurcyk simply to award Mr Triplet a sum of money, but not explain the basis for said award, this Court would be without guidance as to how it ought to characterize Mr Triplet's claim Judicial efficiency is only accomplished in this matter if Mr Jurcyk provides specific findings of fact and conclusions of law, such that Mr Triplet's claim can be properly viewed within the context of the Bankruptcy Code Judicial economy and efficiency are not served by a ruling by the arbitrator that is not specific

WHEREFORE, for the above stated reasons, Creditor William Triplet respectfully requests that this Court lift the automatic stay of Arbitration No 057 E 181 00307 00, to allow Arbitrator John Jurcyk to issue his Order, and for such other relief this Court deems just and equitable under

the circumstances

Respectfully Submitted,

DEZUBE MILLER, P.A.

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ATTORNEY FOR CREDITOR WILLIAM TRIPLET

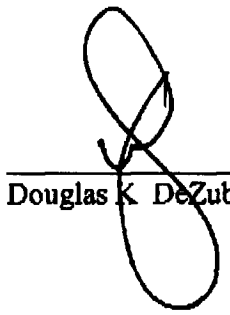
CERTIFICATE OF MAILING

I hereby certify that on this 31st day of August, 2004, a true and correct copy of the above Motion was placed in the U.S. Mail, postage prepaid to the following

Brian Corey
345 St. Peter Street
1100 Landmark Towers
Saint Paul, Minnesota 55102

James H.M. Sprayregen
Richard L. Wynne
Kirkland & Ellis
200 East Randolph Drive
Chicago, Illinois 60601-6636

John J. Jurcyk, Jr.
McAnany, Van Cleave & Phillips, P.A.
707 Minnesota Avenue, Fourth Floor
Kansas City, Kansas 66117



Douglas K. DeZube

CERTIFICATE OF MAILING

I hereby certify that on this 31st day of August, 2004, a true and correct copy of the above Motion was placed in the U S Mail, postage prepaid to the following

James H M Sprayregen
Anup Sathy
Roger Higgins
Kirkland & Ellis
200 East Randolph Drive
Chicago, Illinois 60601-6636

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS

PROOF OF CLAIM

Name of Debtor Against Which You Assert Your Claim

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

03103104118352

YOUR CLAIM IS SCHEDULED AS

CONSECO FINANCE CORP (02-49675 CAD)

UNKNOWN UNSECURED CONTINGENT DISPUTED UNLIQUIDATED

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.

☐ 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

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 Creditor and Address

03103104118352

WILLIAM TRIPLET
C/O DOUGLAS DEZUBE
ULLMAN DEZUBE & MILLER
10100 W 87TH ST STE 202
OVERLAND PARK KS 66212

Creditor Telephone Number (913) 385-0355

CREDITOR TAX I D #

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR Arbitrat
057E 181 00307 00

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

1 BASIS FOR CLAIM

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Bondholder
☐ Personal injury/wrongful death
☑ Other (describe briefly) - breach of contract, fraud - Kansas Consumer Protection Violation
☐ Taxes
☐ 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

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM

$30,214,000	$	$	$30,214,000
(unsecured)	(secured)	(unsecured priority)	(total)

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

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

5 SECURED CLAIM

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

Brief description of collateral

☐ Real Estate
☐ Motor Vehicle
☐ Other _____

Value of collateral $ _____

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

6 UNSECURED PRIORITY CLAIM

☐ Check this box if you have an unsecured priority claim

Specify the priority of the claim

☐ Wages salaries or commissions (up to $4 650) earned within 90 days before filing of the bankruptcy petition or cessation of the Debtor s business whichever is earlier 11 U S C § 507(a)(3)

☐ Contributions to an employee benefit plan 11 U S C § 507(a)(4)

☐ Up to $2 100 of deposits toward purchase lease or rental of property or services for personal family or household use 11 U S C § 507(a)(6)

☐ Alimony maintenance or support owed to a spouse former spouse or child 11 U S C § 507(a)(7)

☐ Taxes or penalties owed to governmental units 11 U S C § 507(a)(8)

☐ Other Specify applicable paragraph of 11 U S C § 507(a) _____

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

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

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

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

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

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

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

THIS SPACE FOR COURT USE ONLY

FILED
MAY 20 2003
BMC

DATE SIGNED
5/19/03

SIGN and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any) *20409

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

Conseco Finance Servicing Claim
49676001402

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 (03 047)-CAD)
- ☐ Conseco Finance Credit Corp (03-04701 (\D)
- ☐ Conseco Finance Consumer Discount Con any (03 04702 CAD)
- ☐ Conseco Finance Loan Company (03 047(CAD)
- ☐ Conseco Finance Net Interest Margin Fina e Corp I (03 04704 CAD)
- ☐ Conseco Finance Net Interest Margin Fina e Corp II (03-04705 CAD)
- ☐ Green Tree Floorplan Funding Corp (03 0 06 CAD)
- ☐ Green Tree Finance Corp Two (03 0470 CAD)
- ☐ Landmark Manufactured Housing Inc (03 1708 CAD)
- ☐ Rice Park Properties Corporation (03 047(CAD)

INSTRUCTIONS FOR FILING PROOF OF CLAIM FORM

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

– DEFINITIONS –

Debtor

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

Creditor

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

Proof of Claim

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

Secured Claim

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

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

Unsecured Cl m

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 P. 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 Unsecur claims that are not specifically given priority status by the l 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 section You must state the type and value of property that is collateral for the claim attach copies of the doc ientation of your lien and state the amount past due on the claim as of the date the bankruptcy case was filec A claim may be partly secured and partly unsecured (See DEFINITIONS above)

6 Unsecured Priority Claim

If your clair is an ur secured priority claim (See DEFIN TIONS a ve) check the appropriate boxes n th c section and state the amount entitled to priority A claim may be p tly priority and partly nonpriority if for example the claim is more than the amount given priority by the l 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 c ulating 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 t show the debtor owes the debt claimed or if the documents are too lengthy a summary of those docume If documents are not available you must attach an explanation of why they are not available

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

Be sure to date the claim and place original signature of claima or person making the claim for creditor where indicated at the bottom of the claim form Please type or it name of individual under the signature Be sure all items are answered on the claim form If not applic insert Not Applicable

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

IN THE AMERICAN ARBITRATION ASSOCIATION

WILLIAM TRIPLET, Claimant,	)	
	)	Arbitration No 057 E 181 00307 00
v	)	
CONSECO FINANCE SERVICING CORP , Respondent	)	

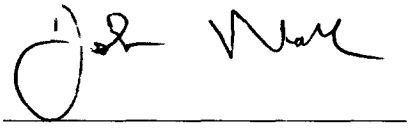
CLAIMANT'S STATEMENT OF DAMAGES

COMES NOW Claimant William Triplet, by and through counsel Douglas K DeZube and Joshua Maker of Ullman DeZube & Miller, P A , and pursuant to the Arbitrator's Order of November 13, 2002, provides the following Statement of Damages

Damages from Paying Higher Interest Rates	$96,000
Emotional Distress from Collection Agencies	$35,000
Loss of Credit	$20,000
Attorney Fees	$70,000
	$221,000

Plus Punitive Damages in an unspecified amount sufficient to deter like conduct

ULLMAN, DEZUBE & MILLER, P A



Douglas K DeZube KS#15891
Joshua Maker KS#20409
10100 W 87th Street, Suite 202
Overland Park, Kansas 66212
(913) 385-0355 telephone
(913) 385-1948 facsimile

ATTORNEYS FOR CLAIMANT

IN THE AMERICAN ARBITRATION ASSOCIATION

WILLIAM TRIPLET, Claimant,	)	
	)	Arbitration No 057 E 181 00307 00
v	)	
CONSECO FINANCE SERVICING CORP , Respondent	)	

CLAIMANT'S STATEMENT OF EXPENSES

Petition Filing Fee	$101
Arbitration Fee	$750
Triplet Deposition	$96 80
Trip to Iron Mountain	$1,135
Loan Document Copy Charges	$235 09
Bauer Deposition	$890
Federal Express Delivery	$33
Courier Expenses	$10
Misc Witness Expenses	$160
Poster Blow-Up	$59
Expert Witness Fee	$2,000
Total	**$5,470**

Respectfully Submitted,

ULLMAN, DEZUBE & MILLER, P A

Douglas K DeZube KS#15891
Joshua Maker KS#20409
10100 W 87th Street, Suite 202
Overland Park, Kansas 66212
(913) 385-0355 telephone
(913) 385-1948 facsimile

ATTORNEYS FOR CLAIMANT

#00-3201 00005

AMERICAN ARBITRATION ASSOCIATION

WILLIAM TRIPLET,	)	
	)	
Claimant	)	
	)	
v	)	AAA Case No
	)	57 E 181 00307 00
CONSECO FINANCE SERVICING CORPORATION,	)	
and	)	
GREEN TREE FINANCIAL SERVICING CORPORATION,	)	
	)	
Respondent	)	

ORDER

1 The Arbitrator has received a letter of December 19, 2002 from Claimant's attorney Douglas K DeZube raising issues about the Chapter 11 Bankruptcy filed by Conseco

2 The Arbitrator has also received on December 19, 2002 Respondent's Notice of Bankruptcy

3 There is presently scheduled a telephonic hearing for Tuesday, December 31 2002 at 9 30 The Arbitrator has suggested that the parties be prepared to discuss their respective positions on the impact of the bankruptcy filing upon the pending arbitration case and all other pending matters

4 Upon the Arbitrator's own motion, sua sponte, Arbitrator Orders that this matter be stayed until either party obtains an order lifting the automatic stay order of the Bankruptcy Court of the Bankruptcy Court and permitting this matter to go forward Therefore the above telephoned conference is cancelled If either party is aggrieved by this Order the party is directed to call the AAA office and arrange for a telephone conference

5 IT IS BY THE ARBITRATOR SO ORDERED

Dated December 20, 2002

John J Jurcyk, Jr , #05302
ARBITRATOR

4th Floor, 707 Minnesota Avenue
P O Box 171300
Kansas City, Kansas 66117
913 371-3838
FAX # 913-371-4722

CERTIFICATE OF SERVICE

The undersigned hereby states that a copy of the foregoing was FAXED AND MAILED on December 20, 2002 to

Ms Kirsten M Robertson
Case Manager
American Arbitration Association (AAA)
1750 Two Galleria Tower
13455 Noel Road
Dallas, Texas 75240-6636
972-702-8222
FAX # 972-490-9008
Direct Local #888-774-6928

Counsel
Douglas K DeZube, Esq
Ullman & DeZube, P A
10100 West 87th Street, Suite 202
Overland Park Kansas 66212-4628
913 385-0355
FAX # 913-385-1948

Michael A Priddle, Esq
Joseph & Hollander, P A
Suite 900, 200 West Douglas Avenue
Wichita, Kansas 67202-3009
316-262-9393
FAX # 316-262-9006

John J Jurcyk, Jr

IN THE AMERICAN ARBITRATION ASSOCIATION

WILLIAM TRIPLET, Claimant,	)	
	)	Arbitration No 057 E 181 00307 00
v	)	
CONSECO FINANCE SERVICING CORP , Respondent	)	

CLAIMANT'S FINDINGS OF FACT AND CONCLUSIONS OF LAW

COMES NOW Claimant William Triplet, by and through counsel Douglas K DeZube of Ullman DeZube & Miller, P A , and for his Findings of Fact and Conclusions of Law, offers the following

FINDINGS OF FACT

1 On January 26, 1999, Claimant William C Triplet ("Mr Triplet") entered into a Transfer of Equity and Assumption Agreement for a 1991 Champion mobile home Exhibit 1, *Manufactured Home Transfer of Equity and Assumption Agreement* Mr Triplet is a seventy-two year-old man residing in Ottawa, Kansas Exhibit 2, *September 1999 Greentree Credit Application* He did not complete high school, and his last paying job was at Wal Mart Exhibit 3, *Deposition of William Triplet*, Page 6, Lines 18-24

2 In the agreement Angie M McCain was listed as the seller, Mr Triplet was listed as the buyer, and Greentree Financial Servicing Corp ("Greentree") was listed as the assignee Exhibit 1, *Manufactured Home Transfer of Equity and Assumption Agreement*

3 At the time the agreement was entered into, the mobile home was situated at 1199 East Santa Fe, lot number 127, Gardner, Kansas Exhibit 1, *Bill of Sale*

4 Before Mr Triplet could assume the loan he had to submit a credit application to

Greentree Greentree obtained his credit report, and determined that he was credit worthy At the time Mr Triplet applied for the loan with Greentree, his Credit Rating score was 654 Exhibit 2, *September 1999 Greentree Credit Application*

5 Pursuant to the agreement, Mr Triplet assumed the existing loan on the mobile home, in the amount of $24,284 53, financed by Greentree Financial Servicing Corp at a rate of 12 68076% The total sale price of the mobile home was $52,577 65 Exhibit 1, *Manufactured Home Transfer of Equity and Assumption Agreement*

6 On March 17, 1999, Mr Triplet filed an application with the State of Kansas for a Certificate of Title for the mobile home A Certificate of Title , bearing title no J0557090, was subsequently issued by the State on March 23 1999 The Certificate of Title named Mr Triplet as the owner of the mobile home, and reflected a lien in favor of Greentree Exhibit 1 *Certificate of Title No J0557090*

7 Mr Triplet allowed his son, James Triplet, to occupy the mobile home James Triplet was to pay Mr Triplet rent in the sum of the monthly loan amount Exhibit 3, *Deposition of William Triplet*, Page 17, Lines 17-22

8 James Triplet did not pay rent to Mr Triplet Mr Triplet made the first two payments to Greentree, pursuant to the agreement, but ceased making any additional payments Exhibit 3, *Deposition of William Triplet*, Page 22, Lines 6-8

9 After Mr Triplet failed to make the third payment, Greentree sent him a Notice of Default and Right to Cure dated April 14 1999, instructing Mr Triplet that he owed $602 62 Exhibit 4 *Notice of Default and Right to Cure*

10 When Mr Triplet was in default, Greentree sent him a letter about Greentree's Default

of Equity program The letter advised that Greentree would like to try to sell the manufactured home instead of repossessing it Enclosed with the letter was a Notice of Voluntary Surrender, which Greentree requested Mr Triplet sign and return immediately Per the letter, the Notice of Voluntary Surrender allowed Greentree to process a transfer of equity, or assumption, on the mobile home The letter expressly stated that by allowing a transfer of equity to be done on the mobile home, repossession would be prevented from occurring, as would the prospect of a future suit or a reporting to the credit bureau Exhibit 5, *Greentree Default of Equity Letter*

11 In the letter Greentree explained that the only way it could effectuate a transfer of equity, was through Mr Triplet's "immediate cooperation", which entailed signing and returning the Notice of Voluntary Surrender In the letter, Greentree states that, "[i]n a great number of cases we are successful in putting new qualified buyers in these manufactured homes' Exhibit 5, *Greentree Default of Equity Letter*

12 At the time Greentree sent Mr Triplet its Default of Equity letter, Greentree's Default of Equity program for Kansas participants had a failure rate of eighty-eight percent [88%] Exhibit 6, *Summary of Greentree's Default of Equity program for Kansas residents participating between July 1 1999 to June 30, 2000*

13 Although Greentree informed Mr Triplet that its Default of Equity program was successful in a great number of cases, Greentree had not performed any research to determine the program's actual success rate Exhibit 7, *Deposition of Tim Bauer*, Page 114 Lines 14-23 Page 115 Lines 6-10 According to Conseco, a significant factor in determining whether a loan can be transferred is the condition of the mobile home, as well as the amount due and owing on the loan Exhibit 7, *Deposition of Tim Bauer*, Page 107, Lines 9-20 When Conseco sent Mr Triplet the letter

advising him of the success of its Default of Equity program, it had no knowledge of the condition of Mr Triplet's mobile home Exhibit 7, *Deposition of Tim Bauer*, Page 143, Lines 10-11 By Conseco's own admission, whoever assumed Mr Triplet's loan would have been 'upside down' in an amount anywhere from $7,000 to $13,000 Exhibit 7, *Deposition of Tim Bauer*, Page 139, Lines 3-13

14 According to Conseco, even if its Default of Equity program only worked one time out of a hundred, Conseco would be justified in describing its program as successful Exhibit 7, *Deposition of Tim Bauer*, Page 113, Lines 21-23

15 While Greentree represented to Mr Triplet that it would help him find a buyer to assume his loan through its Default of Equity program, at no time did Greentree actively attempt to find willing buyers for program participants Exhibit 7, *Deposition of Tim Bauer*, Page 41, Lines 11-12

16 According to Conseco, the vast majority of times a loan is transferred through its Default of Equity program, it is a result of the participant's actions, and has little, if anything, to do with Conseco Exhibit 7, *Deposition of Tim Bauer*, Page 42, Lines 12 19

17 Based on the letter, Mr Triplet believed that Greentree had already procured an individual to assume the loan Exhibit 3, *Deposition of William Triplet*, Page 35, Line 22 Mr Triplet also formed the opinion, after reading the letter, that by signing the Notice of Voluntary Surrender he would be free of the loan obligation and that no reporting would be made to the credit bureau regarding his default Exhibit 3, *Deposition of William Triplet* Page 40, Lines 19-21, Page 42 Lines 10-12

18 On September 10, 1999, Mr Triplet signed the Notice of Voluntary Surrender and mailed it to Greentree Exhibit 5 *Notice of Voluntary Surrender* Exhibit 7 *Deposition of Tim*

Bauer, Page 135, Lines 24-25, Page 136, Lines 1-3

19 Subsequent to Mr Triplet's surrender of his mobile home, Conseco Finance Servicing Corp ("Conseco"), acquired Greentree In so doing, Greentree's interest in Mr Triplet's mobile home was transferred to Conseco Exhibit 7, *Deposition of Tim Bauer*, Page 6, Lines 23-25 Page 7, Lines 1-11

20 Conseco did not complete a transfer of equity, or assumption, on the mobile home Exhibit 7, *Deposition of Tim Bauer*, Page 141 Lines 17-19

21 On October 8 1999, Conseco repossessed Mr Triplet's mobile home Exhibit 8, *Repossession Notice* That same day, Conseco sent Mr Triplet a Notice of Private Sale for the mobile home Exhibit 8, *Notice of Private Sale* The Notice indicated that in order for Mr Triplet to get his mobile home back, he had to make payment to Conseco in the amount of $25,295 05 by October 18 1999 The Notice also advised that if the price obtained at the private sale did not cover Mr Triplet's debt and expenses he would owe Conseco the difference Exhibit 8 *Notice of Private Sale*

22 At a private sale held on October 20, 1999, the mobile home was sold to Sunflower Mobile Homes for $11,500 Exhibit 8, *October 20 1999 Bill of Sale* The mobile home was sold for significantly less than the amount of the loan owed by Mr Triplet

23 Pursuant to Conseco's Loss Report, the October 20, 1999 sale of the mobile home yielded a net loss of $14 254 29 Exhibit 8, *October 22 1999 Conseco Loss Report* An accounting of the loss is listed as follows

Payoff (at repo date)	$25 735 59
Repossession Expenses	$10 00
Sales Price	$11,500 00

Total Net Proceeds	$11,500 00
Total Loss	$14 254 29

24 On October 20, 1999, Conseco forwarded Mr Triplet's loan file to Conseco Financial Corporation's Central Recovery Department Exhibit 8, *Conseco Central Recovery Transmittal Notice* The Notice requested the Central Recovery Department to "[p]lease take all steps necessary to collect the balance due on behalf of Conseco "

25 In a Supplemental Loss Report generated by Conseco on November 1, 1999, an additional $795 00 was added to the original loss amount, to account for the mobile home's unpaid lot rent for August 1999 through October 1999 Exhibit 8, *November 1 1999 Conseco Supplemental Loss Report* According to Conseco, its total loss on the sale of Mr Triplet's mobile home was $15,040 59

26 On November 18, 1999 Mr Triplet received his first collection letter from Conseco Central Recovery Exhibit 9 *November 18, 1999 Letter* The letter informed that Mr Triplet was obligated for the entire deficiency amount

27 From November 18, 1999, until the present time, Mr Triplet received at least fourteen collection letters on his Conseco deficiency On February 11, 2000, Conseco Central Recovery transferred Mr Triplet's collection account to Syncom, a collections agency Thereafter, the account was forwarded to HELOC in April of 2000, and then to National Recovery Inc , in August of 2000 On March 16, 2002, Mr Triplet was advised via a letter that Conseco had assigned his account to Northland Group, Inc for collection As recently as September 6 2002, Mr Triplet received a collections letter from Automated Collection Tech, Inc Exhibit 9 *Collection Letters November 18 1999 through September 16 2002*

28 Conseco reported the October 8, 1999 foreclosure of Mr Triplet's mobile home and the subsequent deficiency, to the three major credit bureaus On account of the derogatory nature of the foreclosure, Mr Triplet's Fair Isaac credit rating was significantly lowered, by more than two hundred points Exhibit 10, *October 2002 credit report*

29 Despite numerous attempts to obtain financing from a variety of lenders, the Conseco derogatory remark essentially excluded Mr Triplet from any credit opportunities From the time the foreclosure and deficiency was first reported to the credit bureaus, Mr Triplet was declined for multiple credit cards Additionally, Mr Triplet was unable to take advantage of the favorable interest rates and refinance his house Exhibit 3, *Triplet Deposition* Page 69, Lines 9-15

30 On April 21, 2000, Mr Triplet's application for a home equity loan with The Money Store was declined Exhibit 9, *Money Store Statement of Declination* Mr Triplet s inability to secure a home equity loan prevented him from being able to pay the hospital bills he incurred as a result of a heart attack and forced him to instead charge those bills to high rate credit cards and fall further into debt

CONCLUSIONS OF LAW

I CLAIMANT'S FRAUDULENT MISREPRESENTATION CLAIM

Kansas jurisprudence holds that fraudulent misrepresentation includes affirmative acts and misstatements of fact or concealment of acts or facts which legally or equitably should be revealed Albers and Luther v Nelson and Nelson, 248 Kan 575 579 809 P 2d 1194, 1197-98 (1991) Actionable fraud includes an untrue statement of fact known to be untrue by the party making it which is made with the intent to deceive or which is recklessly made with disregard to the truth

Nordstrom v Miller, 227 Kan 59, 65 605 P 2d 545, 551-52 (1980) See also, Loucks v McCormick, 198 Kan 351, 424 P 2d 555 (1967), Miles v Love 1 Kan App 2d 630, 573 P 2d 622 (1977), Kiser v Gilmore, 2 Kan App 2d 683, 587 P 2d 911 (1978)

More specifically, courts have reduced a fraud action into five elements (1) that the representation was made as a statement of a material fact, (2) that the statement was known to be untrue by the party making it, or was made with reckless disregard for the truth, (3) that the party alleging fraud was justified in relying upon the statement, (4) that the party alleging fraud actually did rely upon the statement, and finally, (5) that as a result of this reliance, the party alleging fraud was damaged Miles v Love, 1 Kan App 2d 630, 631, 573 P 2d 622, 624 (Kan App 1977) In the case at bar, all five elements of Mr Triplet's fraud claim are satisfied, each one will be discussed, in turn

(1) That the representation was made as a statement of a material fact

Mr Triplet's fraud claim centers on the letter Greentree sent him advising him of Greentree's Default of Equity program At the time he received the letter, Mr Triplet was two months in default The letter informed Mr Triplet in clear, unambiguous language, that Greentree would like to try to sell the manufactured home instead of repossessing it Written in an easily understood manner, clearly targeted at consumers the letter states that by allowing a transfer of equity to be done on the mobile home, repossession would be prevented from occurring, as would the prospect of a future suit or a reporting to the credit bureau Enclosed with the letter was a Notice of Voluntary Surrender which Greentree requested Mr Triplet sign and return immediately In the

letter, Greentree explained that the only way it could effectuate a transfer of equity, was through Mr Triplet's "immediate cooperation", which entailed signing and returning the Notice of Voluntary Surrender Greentree follows by claiming that, "[i]n a great number of cases we are successful in putting new qualified buyers in these manufactured homes " Exhibit 5, *Greentree Default of Equity Letter*

Many factors must be considered in determining whether a statement is a matter of fact or matter of opinion and whether or not a plaintiff has a right to rely on the statement Among the facts the court will take into consideration are the intelligence education business experience and relative situation of the parties, the general information and experience of the persons involved as to the nature and use of the property, the habits and methods of those in the industry or profession involved, the opportunity for both parties to make an independent investigation as well as the nature, extent and result of any investigation so made, and any contract the parties knowingly and understandingly entered into Goff v American Sav Asso , 1 Kan App 2d 75, 79, 561 P 2d 897, 901 (1977) Fraud cannot be predicated upon what as a matter of law amounts to an expression of an opinion and which cannot reasonably be understood to be anything else Id at 1 Kan App 2d 81, 561 P 2d 902

Greentree s letter most assuredly expressed a statement of fact In no uncertain terms Greentree stated that by allowing for a transfer of equity "you would be preventing the repossession process from taking place", and participation in the Default of Equity program would prevent a reporting to Mr Triplet's credit bureau Moreover Greentree made the affirmative statement in the letter that the program was successful in a great number of cases Greentree concluded its letter with the promise that "[b]y simply signing the enclosed Notice and returning it to Green Tree, we can

work with you to find a qualified borrower to assume your loan "

The statements in the letter regarding the success of the Default of Equity program and the benefits of participation were not couched in terms of opinion or possibility Rather, they were unwavering statements with definite meanings and certain implications Those implications - preventing foreclosure, a future suit, and the reporting to the credit bureau - were the reason Mr Triplet agreed to sign the Notice of Voluntary Surrender Mr Triplet had no reason to doubt the veracity of the assurances given by Conseco - an enormous corporation processing thousands of loans every year Conseco's representations about its Default of Equity program were offered in such a way that their meaning and import were conspicuous and unmistakable

(2) That the statement was known to be untrue by the party making it, or was made with reckless disregard for the truth

Greentree, in advising of its Default of Equity program, claimed that the program was successful, in a great number of cases, in helping individuals in Mr Triplet's position From July 1, 1999, through June 30, 2000, Greentree's Default of Equity program in Kansas had a **failure rate of eighty-eight percent [88%]** That number is understated due to the fact that at least a quarter of the successful participants already had procured their own purchasers before signing voluntary surrender forms, and entering the program Exhibit 7, *Deposition of Tim Bauer*, Page 42, Lines 12-19 Moreover all of the unsuccessful Default of Equity program participants during that time (i e , those customers who were in default, and executed a Notice of Voluntary Surrender at Greentree's behest, but for whom no individuals were found to assume their loans) were left with a deficiency balance after having their homes sold via private sale Greentree had no basis in fact to make any

representation concerning the success of its Default of Equity program, let alone making the claim that it was successful in a "great number of cases"

According to Conseco, factors that determine the success of its Default of Equity program in finding new buyers to assume loans in default include the amount due and owing on the loan, and the condition of the mobile home Exhibit 7, *Deposition of Tim Bauer*, Page 107, Lines 9-20 When Greentree contacted Mr Triplet about its Default of Equity program it did not disclose those factors Exhibit 5 *Greentree Default of Equity Letter* In fact, by Conseco's own admission, the condition of Mr Triplet's mobile home was unknown to Conseco until the time it was repossessed and sold Exhibit 7, *Deposition of Tim Bauer*, Page 143, Lines 10-11 Therefore, when Greentree sent Mr Triplet its letter concerning the Default of Equity program, it was impossible for Greentree to have any sense as to whether a new buyer could be found for Mr Triplet's mobile home Still, without any justifiable basis, Greentree told Mr Triplet its program was successful in a great number of cases and led Mr Triplet to believe that it would successfully assist him

A false statement, such as the one Greentree made concerning its Default of Equity program is actionable, regardless of whether Greentree knew the statement to be false, or whether the company made it in reckless disregard for the truth Ware v State Farm Mut Auto Ins Co , 181 Kan 291, 295, 311 P 2d 316, 320 (1957) Greentree cannot escape liability for its false representations, even if it did not know them to be untrue Id It was Greentree s duty to know the truth about its program before making the representations to Mr Triplet Id See also Becker v McKinnie 106 Kan 426, 427, 186 Pac 496, 497 (1920)

Greentree had the means of knowing whether the program is was dangling to consumers was

successful, but chose to ignore that knowledge At Deposition, the Conseco admitted that it never tracked the success rate of the program Exhibit 7, *Deposition of Tim Bauer*, Page 114 Lines 14-23, Page 115, Lines 6-10 In response to queries about its program's astonishing failure rate, Conseco stated at Deposition that if a buyer could be found to assume a loan in someone like Mr Triplet s position just one in a hundred times, the program could be called successful

Q When you say successful, what percentage does Conseco consider successful?
A I would say you save any number of these from being repossessions and it's a success
Q One out of 100, 1 percent is successful?
A Yes, to me it is [*Deposition of Tim Bauer*, Page 113, Lines 21-23]

By no means, under any standard can a one percent completion rate be considered successful And surely, one in a hundred cannot represent "a great number of times" Nevertheless, without having any information to support its assertion that the program worked, and completely disregarding the very meaning of success, Greentree pitched its program as something that had a good chance of assisting Mr Triplet

(3) That the party alleging fraud was justified in relying upon the statement

As to the third element of fraud, Mr Triplet was wholly justified in relying on the representations of Greentree As discussed above, many factors must be considered in determining whether Mr Triplet had a right to rely on Greentree's statement Goff, 1 Kan App 2d 79 561 P 2d 901 Mr Triplet's background, education, and business experience must be looked at and compared to the collective business experience of Conseco Id Additionally, and possibly more importantly in this case the opportunity for both parties to make an independent investigation, as well as the nature extent and result of any investigation made must be considered Id , Sippy v Cristich 4

Kan App 2d 511, 514-15 609 P 2d 204, 208 (1980) In *Cristich*, the court held that a recipient of a fraudulent misrepresentation is justified in relying upon its truth without investigation unless he knows or has reason to know of facts which make his reliance unreasonable Id at 515, 208 The court elaborates that the appropriate test is whether the recipient has 'information which would serve as a danger signal and a red light to any normal person of his intelligence and experience '" [Citing from Restatement (Second) of Torts §§ 540, p 10, and comments to §§ 540 at p 12] Id

Mr Triplet had no reason to doubt the representations of Greentree concerning its Default of Equity program While someone with a sophisticated grasp of finance and borrowing might wonder how the program worked, a consumer with Mr Triplet's business acumen would have no reason to think anything other than the program was a great opportunity Mr Triplet had absolutely no ability to survey other participants in the program before deciding to sign and return the Notice of Voluntary Surrender, nor was he able to review any statistics or reports concerning the relative success of the program By Conseco's own admission, no such statistics or report even existed The relative position of Conseco and Mr Triplet, coupled with the lack of any information which would signal to Mr Triplet that he should be wary of Greentree's representations leads to the inevitable conclusion that Mr Triplet was justified in relying on Greentree's representations Hence, the third element of Mr Triplet's fraud claim is satisfied

(4) That the party alleging fraud actually did rely upon the statement

As to the fourth element, Mr Triplet, in fact, relied upon Greentree s representations, because he immediately complied with Greentree's specific request, and signed and returned the Notice of

Surrender that Greentree enclosed Exhibit 5, *Notice of Voluntary Surrender*, Exhibit 7, *Deposition of Tim Bauer*, Page 135, Lines 24-25, Page 136 Lines 1-3 On September 10, 1999 when Mr Triplet signed and returned the Notice of Voluntary Surrender, he had a variety of options to deal with the Greentree loan in which he was in default Mr Triplet could have found a renter for the mobile home or even an individual to assume the loan completely Another option was for Mr Triplet to simply make the unpaid payments, totaling $597 62, in arrears Exhibit 7, *Deposition of Tim Bauer*, Page 135 Lines 24-25, Page 133, Lines 17-18 In September of 1999, Mr Triplet's credit rating was such that he could have obtained a loan elsewhere to pay off Greentree However, relying on Greentree's statements, Mr Triplet instead surrendered his property, and in so doing, waived his common law rights to equity and his statutory rights under K S A § 84-9-601, et seq , and K S A § 16a-1-201, et seq

In response to Greentree's letter Mr Triplet relinquished his mobile home to the company, in the belief that it would find him a buyer to assume his loan and that he would be free from any deficiency and the prospect of a negative reporting to the credit bureaus Mr Triplet had options in dealing with his default, but he relied on Greentree s representations, and chose instead to meet Greentree s specific request, and signed and returned the Notice of Voluntary Surrender The fact that Mr Triplet handed his mobile home over to Greentree, per the company's request, demonstrates that he relied on its representations, and meets the fourth of the five elements that comprise the tort of fraudulent misrepresentation

(5) That as a result of this reliance, the party alleging fraud was damaged

As stated in the preceding section, at the time Mr Triplet surrendered his mobile home to Greentree, he had other options which he could have pursued Instead, in reliance on Greentree's representations concerning its Default of Equity program, he simply gave the home back Greentree failed to transfer Mr Triplet's loan to another individual Less than a month after Mr Triplet returned the Notice of Voluntary Surrender to Greentree, Conseco repossessed the mobile home

On October 20 1999, Mr Triplet's mobile home was sold at a private sale to Sunflower Mobile Homes for $11 500 - a sum significantly less than the amount of the loan Greentree represented it would attempt to transfer Conseco calculated that its total loss on the sale of Mr Triplet's mobile home was $15 040 59 Immediately after the sale, Conseco forwarded Mr Triplet's account to its collections department Once Mr Triplet s account was turned over for collection, the repossession and deficiency was reported to the credit bureaus The reporting occurred despite Greentree's representation to Mr Triplet that by allowing for a transfer of equity to be done on his mobile home the prospect of any reporting to the credit bureaus would be prevented

In terms of the fifth element of Mr Triplet s fraud claim the damages suffered on account of his reliance on Greentree's representations are obvious Mr Triplet was left without his mobile home, but nevertheless owing $15,040 59 The reporting of the repossession caused his credit score to be lowered by as many as two hundred points His lowered credit rating had a disastrous, snow-ball type effect on Mr Triplet he could not take advantage of lower interest rates and refinance his home which, in turn , prevented him from being able to pay off the high medical bills he incurred as a result of a heart attack This caused him to fall further into debt

Before he entered the Default of Equity program, Mr Triplet had good credit and easily qualified for a home equity loan As a result of Conseco's repossession and reporting to the credit bureaus, though, Mr Triplet was prevented from obtaining a home equity loan at a favorable interest rate Exhibit 9, *Money Store Statement of Declination* Mr Triplet instead had to charge his medical bills on credit cards with interest rates as high as twenty-two percent At Hearing, the testimony of Mr Triplet's expert witness will be that before the repossession of his home, Mr Triplet would have qualified for a conventional FHA home loan In the early part of 2000, Mr Triplet's would have obtained an interest rate of about seven percent On account of the damage to his credit Mr Triplet continues to pay twelve percent on his original mortgage

Instead of pulling money out of the equity in his home at seven percent interest, Mr Triplet was forced to put thousands of dollars on high interest credit cards with interest compounding The inability to obtain a loan cost Mr Triplet thousands of dollars in interest he would not have had to pay, but for his participation in the Default of Equity program Conseco obliterated any prospect Mr Triplet had at borrowing money, or obtaining financing It is well settled in Kansas that damage to an individual's credit-worthiness is actionable See e g , Winstead v Hulme, 32 Kan 568 574 4 P 994, 998 (1884)

Kansas courts have also determined that a cause of action exists for debtor harassment Dawson v Associates Financial Services Co , 215 Kan 814, 820, 529 P 2d 104,109 (1974) Debtor harassment is tied closely to the cause of action for mental distress directly caused by wanton or outrageous conduct (86 C J S , Torts §§ 48, 38 Am Jur 2d, Fright, Shock Etc ,§§ 4, 17, Prosser, Law of Torts §§ 11 [3rd Ed 1964]) Dawson, 215 Kan at 820, 529 P 2d at 109 The courts of other jurisdictions have held that letters coupled with frequent telephone calls to the debtor calculated to

annoy, embarrass and humiliate the debtor, are sufficient to create this cause of action See e g , Boudreaux v Allstate Finance Corporation, 217 S 2d 439 [La App 1968] Booty v American Finance Corp of Shreveport, 224 So 2d 512 [La App 1969] After Conseco repossessed and sold Mr Triplet's mobile home, it dispatched an array of collection agencies to recover the deficiency balance after initially attempting to collect the money internally

Mr Triplet was subjected to countless harassing phone calls and letters from individuals attempting to collect, Mr Triplet was told in no uncertain terms, that Conseco was going to take his home and tie-up his bank account Exhibit 3 *Deposition of William Triplet*, Page 65, Lines 10-20 Harassing creditors are subject to liability for such emotional distress, and if bodily harm to the other results from it, for such bodily harm Since November 18 1999, when Mr Triplet received his first collection letter, he suffered two heart attacks Surely the stress associated with Conseco's collection efforts did not help his heart condition

The destruction of Mr Triplet's credit coupled with owing almost $16,000 to Conseco, easily satisfies the fifth prong of his fraud claim As a matter of law, Mr Triplet meets all of the necessary elements that comprise actionable fraud

II CLAIMANT'S CLAIM FOR VIOLATIONS OF THE KANSAS CONSUMER PROTECTION ACT

Good faith is required in every business transaction and the law will not permit a business or person to intentionally or recklessly make false representations Goff v American Sav Asso , 1 Kan App 2d 75 In the instant case, Conseco is liable to Mr Triplet for violations of the Kansas Consumer Act ("the KCPA") The KCPA gives consumers a private right of action against

businesses who commit deceptive and unconscionable practices K S A § 50-623(b), K S A § 50-634(b) Although the actions upon which a consumer may establish liability under the KCPA sound largely in fraud, see K S A § 50-626, a critical element of a common-law fraud action, the intent to defraud, need not be proven Haag v Dry Basement, Inc , 11 Kan App 2d 649, 650, 732 P 2d 392 394 (1987) The standard, then, to prevail on a claim of a deceptive practice under the KCPA, is lower than the standard under a fraud claim, which, as previously discussed, Mr Triplet has met That being said, this section will address Mr Triplet s KCPA claim, and why he prevails against Conseco as to said claim

(1) The transaction between Mr Triplet and Greentree falls within the scope of the KCPA

The KCPA applies to "consumer transactions" K S A § 50-624, Watkins v Roach Cadillac, Inc 7 Kan App 2d 8, 9, 637 P 2d 458, 460 (1981) K S A § 50-624(c) provides that a 'Consumer transaction' means a sale, lease, assignment or other disposition for value of goods, a service, or an intangible (except insurance contracts and securities regulated under federal or state law) to a consumer or a solicitation by a supplier with respect to any of these dispositions The first line of inquiry then, is whether the Default of Equity program between Mr Triplet and Greentree constitutes a consumer transaction

The KCPA offers a number of definitions that indicate that the dealings between Mr Triplet and Greentree was a consumer transaction, within the meaning of the statute K S A § 50-624(b) defines "Consumer" as an individual who seeks or acquires property or services for personal, family household business or agricultural purposes Mr Triplet was clearly a consumer during the entirety of his dealings with Greentree He acquired the mobile home for personal and family use, and

maintained his consumer status continuously while he owned the mobile home Greentree was a "supplier", insofar as the term is defined as " a manufacturer, distributor, dealer, seller, lessor assignor, or other person who, in the ordinary course of business, solicits, engages in or enforces consumer transactions, whether or not dealing directly with the consumer " K S A § 50-624(j) The company approached Mr Triplet - a consumer - in the ordinary course of business, to engage in a consumer transaction, to wit, participation in its Default of Equity program The promised benefits of the Default of Equity program were the ' services" Mr Triplet sought to acquire from Greentree in exchange for Mr Triplet's surrender of his mobile home, Greentree would obtain for him a buyer to assume his loan, release him of liability on the loan, and prevent against a future suit or reporting to the credit bureaus

Pursuant to K S A § 50-624 (i) "Services" includes

(1) Work, labor and other personal services,
(2) privileges with respect to transportation, hotel and restaurant accommodations, education, entertainment recreation, physical culture, hospital accommodations funerals and cemetery accommodations, and
(3) any other act performed for a consumer by a supplier

At the time he entered Greentree's Default of Equity program, Mr Triplet was a consumer, and he entered the program because Greentree represented that it would benefit him On September 10, 1999, when Mr Triplet entered the Default of Equity program, he surrendered his mobile home to Greentree, in exchange for a release of financial liability for his loan associated with the home, with no deficiency and without a reporting to the credit bureaus The Default of Equity program was part of Mr Triplet's Manufactured Home Transfer of Equity and Assumption Agreement with Greentree and meets the definition of "services ' as it was an act performed for a consumer by a

supplier K S A § 50-624 (i)(3) Certainly, the Manufactured Home Transfer of Equity and Assumption Agreement and Mr Triplet's entry into Greentree's Default of Equity program constitutes a consumer transaction, per the KCPA

(2) Greentree's Violations of the KCPA

The primary objective of the KCPA is to protect consumers from suppliers who commit deceptive and unconscionable acts See e g Equitable Life Leasing Corp v Abbick, 243 Kan 513, 514, 757 P 2d 304 306 (1988) The Act provides that it is unlawful to engage in any false, misleading, deceptive or unconscionable trade practice in the sale, lease, rental or loan or in the offering for sale, lease, rental, or loan of any goods or services K S A § 50-626 K S A § 50-626(b) provides a non-exclusive list of examples of prohibited deceptive acts, including (b)(3) "the intentional failure to state a material fact, or the intentional concealment, suppression or omission of a material fact, whether or not any person has in fact been misled " K S A § 50-626(b)

Greentree held out its Default of Equity program as a means by which Mr Triplet could avoid owing a deficiency, and a way to prevent a reporting to the credit bureaus Greentree claimed that the program was successful in a great number of cases, in helping individuals in Mr Triplet's position When it made that representation, though Greentree had absolutely no knowledge concerning the condition of Mr Triplet's mobile home Exhibit 7, *Deposition of Tim Bauer*, Page 143, Lines 10-11 As discussed earlier, at the time Greentree offered Mr Triplet entry into its Default of Equity program, the program had a Kansas failure rate of eighty-eight percent [88%] All of the unsuccessful program participants - nearly ninety percent - had their mobile homes repossessed were left with deficiencies, and had those deficiencies reported to the credit bureaus Greentree s

Default of Equity program did not work, the vast majority of participants experienced the very hardships they were led to believe would be avoided if they participated Greentree did not reveal the program's minute probability of success to Mr Triplet On the contrary, it advertised that the program was successful in a great number of cases, despite the fact it had no basis to make that statement

The unconscionability of an act or practice is a question for the court K S A § 50-627(b), Baldwin v Priem's Pride Motel, Inc , 224 Kan 432, 435, 580 P 2d 1326, 1328 (1978) The drafters of the KCPA offer examples of circumstances to determine whether a violation of the section occurred Id The circumstances applicable to the case at bar are whether Greentree knew or had reason to know, that a) when the consumer transaction was entered into, Mr Triplet was unable to receive a material benefit from the subject of the transaction [K S A § 50-627(b)(3)], that the transaction it induced Mr Triplet to enter into was excessively one-sided in favor of Greentree [K S A § 50-627(b)(5)] and, that it made a misleading statement on which Mr Triplet was likely to rely to his detriment [K S A § 50-627(b)(6)]

One would be hard-pressed to think of a business practice more unconscionable than the so-called Default of Equity program Not only did it not work, most participants found themselves in dire financial predicaments as a consequence of their participation, which was set up for Greentree's financial benefit Exhibit 7, *Deposition of Tim Bauer*, Page 60, Lines 5-12 In reliance on Greentree's representations, Mr Triplet voluntarily surrendered his mobile home to Greentree Instead of being freed of financial liability on his loan, though Mr Triplet was left with an extraordinarily high deficiency, and had his credit effectively destroyed Greentree s practices in relation to its Default of Equity program are the very kind the drafters of the KCPA labeled

unconscionable See generally, Meyer v Diesel Equipment Company, Inc , 1 Kan App 2d 574, 579 570 P 2d 1374, 1379 (1977), Goheen v Hinnen, 1991 Kan App Lexis 340, 3 K S A § 50-623 states the Kansas legislative policy that the KCPA shall be construed liberally to protect consumers from suppliers who commit deceptive and unconscionable practices Ewen, 230 Kan at 267, 634 P 2d at 1064 A liberal interpretation of the KCPA is unnecessary however, to reach the conclusion that Greentree's actions toward Mr Triplet were both deceptive and unconscionable

III RESPONDENT'S CLAIM AGAINST CLAIMANT FOR A DEFICIENCY BALANCE

Conseco maintains that Mr Triplet remains liable for the deficiency balance on the mobile home, in an amount not less than $16 441 94 Conseco continues to hold Mr Triplet responsible for the deficiency, despite its representations that if Mr Triplet participated in the Default of Equity program, and surrendered his mobile home, he would avoid a suit against him for the very deficiency he sought to avoid Exhibit 5 *Greentree Default of Equity Letter* Conseco, however, cannot enforce the terms of its Manufactured Home Transfer of Equity and Assumption Agreement, when the deficiency balance sought was incurred as a result of Conseco's deceptive and misleading Default of Equity program

As a general rule of law, when a person enters into an agreement, such as the Manufactured Home Transfer of Equity and Assumption Agreement entered into by Mr Triplet, he is bound by its terms unless the transaction involved fraud undue influence, or mutual mistake as to its contents United Kansas Bank & Trust Co v Rixner, 4 Kan App 2d 662, 665, 610 P 2d 116 aff'd 228 Kan 633, 619 P 2d 1156 (1980) A party may not benefit from its so-called ' unclean hands' a doctrine

recognized in many Kansas cases In re Marriage of Jones, 22 Kan App 2d 753, 759, 921 P 2d 839, 845 (1996) The doctrine of unclean hands is derived from the unwillingness of the court to give relief to a party who in the very controversy has conducted itself in such a way as to shock the moral sensibilities of the court Fuqua v Hanson 222 Kan 653, 657, 567 P 2d 862 (1977) The doctrine provides that no person can obtain relief with respect to a transaction in which it has been guilty of inequitable conduct Green v Higgins, 217 Kan 217, 220-21, 535 P 2d 446 (1975)

The application of the clean hands doctrine is subject to certain limitations the conduct must be must be willful conduct which is fraudulent, illegal or unconscionable and must bear an immediate relation to the subject-matter of the suit and in some measure affect the relations between the parties to the litigation and arising out of the transaction Id Stated differently, the reprehensible conduct complained of must pertain to the controversy at issue Goben v Barry 234 Kan 721, 727, 676 P 2d 90 (1984) The test for making that determination in the case at bar is whether Conseco requires any aid from its misconduct to establish its demand See, Brooks v Weik, 114 Kan 402, 409, 219 Pac 528 532 (1923)

Less than a month after Mr Triplet returned the Notice of Voluntary Surrender to Greentree, Conseco repossessed the mobile home, which was then promptly sold for $11 500 (an amount considerably less than the amount of the loan Greentree claimed it would attempt to transfer) Mr Triplet only surrendered his mobile home and agreed to participate in the Default of Equity program because he was led to believe by Greentree that if he did those things, a new buyer would assume the loan, and he would no longer be liable for it Exhibit 3, *Deposition of William Triplet*, Page 40 Lines 19-21, Page 42 Lines 10-12 Mr Triplet acceded to Greentree's requests on the basis of representations which proved not only to be untrue, but in fact damaging to Mr Triplet Put simply

but for Conseco's bad act, Mr Triplet would not owe any deficiency Because of Greentree's fraudulent misrepresentations and bad faith toward Mr Triplet, the agreement between them upon which Conseco bases its claim for a deficiency, should be rescinded Sump v Fingerhut Inc , 2002 U S Dist Lexis 17150, 5 (D Kan) A fraudulent agreement cannot be the basis for Conseco's recovery Id

Conseco's deceptive and unconscionable practices also prohibit it from recovery its claimed deficiency Conseco is liable to Mr Triplet for violations of the KCPA Conseco's practices in relation to its Default of Equity program are the very unconscionable practices against which the KCPA guards See Meyer, 1 Kan App 2d at 579, 570 P 2d at 1379 Pursuant to Kansas law, an unconscionable and deceptive transaction cannot be the basis for a supplier to recover a deficiency from a consumer when the deficiency arises out of the deceptive transaction See Griffin v Security Pac Auto Fin Servs Corp , 33 F Supp 2d 926, 930, 1998 U S Dist LEXIS 19299, 12 To allow Conseco to recover its deficiency balance from Mr Triplet - a deficiency Mr Triplet incurred through participation in Conseco's deceptive Default of Equity program - undermines the reason the KCPA was enacted to protect consumers from unscrupulous suppliers Abbick, 243 Kan at 514, 757 P 2d at 306 Accordingly, Conseco may not recover from Mr Triplet the $16,441 94 it seeks on account of its own unconscionable conduct See Hanson, 222 Kan at 657, 567 P 2d at 862

IV CLAIMANT'S DAMAGES

On both his fraudulent misrepresentation and KCPA claims, Mr Triplet is entitled to recover his actual damages Trendel v Rogers, 24 Kan App 2d 938, 938, 955 P 2d 150 151 (1998) In Mr Triplet's case his actual damages include the loss of the money he would have saved had he been

able to refinance his home loan, from twelve percent to seven percent, as he had intended His actual damages also include the loss of credit, which may be recovered in Kansas Harper v Cox, 125 Kan 563, 565-66, 264 P 1075, 1075-76 (1928), Western News Co v Wilmarth, 33 Kan 510, 513, 6 P 786 (1885) Additionally, Mr Triplet is entitled to exemplary damages on account of his loss of credit Cox, 125 Kan at 564 264 P at 1075

Pursuant to the KCPA Mr Triplet also may be awarded his reasonable attorney fees K S A § 50-634(e), Abbick, 243 Kan at 518, 757 P 2d at 308 K S A § 50-634(e) states that the court may award to the prevailing party reasonable attorney fees if a supplier has committed an act or practice that violates the KCPA and the prevailing party is the consumer See Dale v King Lincoln-Mercury Inc , 234 Kan 840, 842, 676 P 2d 744, 747 (1984), DeSpiegelaere v Killion, 24 Kan App 2d 542, 550 947 P 2d 1039 1045 (1997) The term 'reasonable attorney fees' broadly includes fees and expenses incurred Id at 551, 1045

In Kansas, punitive damages are also available in fraud cases to punish the wrongdoer for malicious vindictive, or willful and wanton invasion of another's rights, with the ultimate purpose being to restrain and deter others from the commission of similar wrongs Rogers, 24 Kan App 2d at 940 P 2d at 152 Punitive damages may be awarded at the court s discretion to punish a defendant and to deter others from like conduct Id at 939, 152 The theory underlying punitive damages is that the defendant deserves punishment for his or her wrongful acts and that it is proper for the public to impose them upon the defendant Smith v Printup, 262 Kan 587, 602 938 P 2d 1261 (1997) (quoting Smith v Printup 254 Kan 315, Syl P3, 866 P 2d 985 [1993])

Conseco depicts its Default of Equity program as a means by which its customers in default can free themselves of liability on their loans through the assignment of those loans to other

individuals Conseco advises its customers that its program is successful (despite the fact it has no basis to claim that it is), and states that for Conseco to facilitate a transfer of equity the customer's participation is necessary The participation sought consists exclusively of customers returning their mobile homes to Conseco, and waiving any interest they have in said homes, as well as waiving their legal rights Based on the measly success rate of program participants in Kansas, and the staggering deficiencies with which most of the participants are left, it is fair to say that the program is simply a cost-effective ruse through which Conseco expedites the repossession process The program is altogether lopsided in favor of Conseco, and leaves its participants worse off for having entered into it Conseco's Default of Equity program is an ongoing scheme wherein Conseco benefits through speedier repossession process and lower legal fees incurred in that process Exhibit 7 *Deposition of Tim Bauer*, Page 60, Lines 5-12 Meanwhile, in so doing, the legal rights of its consumer customers are violated The program represents a series of wilful acts that should not go unpunished

Conseco's trampling of consumers' rights is a pattern and practice of the company By way of example, on August 26 2002 the South Carolina Supreme Court upheld an arbitrator's order that Conseco pay Twenty-Seven Million Dollars for violations of state consumer protection laws Bazzle v Green Tree Financial Corp , Supreme Ct of S Car , Opinion 25523 In South Carolina, Greentree entered into installment contracts and security agreements with consumers for the purchase of mobile homes Id at page 6 The applications contained no attorney or insurance preference notice and no preference form was provided at any time during the transaction The failure to allow for the choice of attorneys and insurance constituted a violation of the South Carolina Consumer Protection Code Id After the arbitrator heard the evidence on March 6 through March 8 2000 he awarded Twenty-Seven Million Dollars for violations of the attorney and insurance preference statute, for attorney s

fees and costs Id at 8 Relatively speaking, the harm caused by Conseco's conduct with regard to attorney and insurance preference notices in South Carolina pales in comparison to its unconscionable and deceptive Default of Equity program in Kansas

Punitive damages are allowed so that egregious conduct can be deterred Golconda Screw, Inc v West Bottoms Ltd , 20 Kan App 2d 1002, 894 P 2d 260, 265, 1995 Kan App LEXIS 77, 12 (1995) In Kansas, courts are given considerable latitude in determining the amount of a punitive damages award See Grove v Orkin Exterminating Co 18 Kan App 2d 369, 377-78, 855 P 2d 968, 974 (1992) For punitive damages to have any deterrent effect on a corporation of Conseco's size, they must be significant

Conseco is a massive, publicly traded company offering everything from life insurance, to retirement annuities, to home improvement loans Exhibit 7, *Deposition of Tim Bauer*, Page 20 Lines 24-25, Page 21, Lines 1-12 The company s total assets total more than Sixty-One Billion Dollars, and in 2001, Conseco's total revenues were $556,900 000 Exhibit 7, *Deposition of Tim Bauer*, Page 23, Lines 2-12 Although in 2001, Conseco reported liabilities totaling Fifty-Four Billion the company is nonetheless worth, conservatively, more than Seven Billion Dollars The Default of Equity program is harmful, and Conseco's conduct needs to be curbed For punitive damages to have an impact and deterrent effect upon Conseco, they clearly need to be in excess of One Million Dollars, and perhaps substantially more

By illustration, if a court wanted to subject an individual with a net worth of One Hundred Thousand to punitive damages, it may decide that the sum of Two Thousand Dollars (i e , two percent of the individual's net worth) would effectively deter future conduct Proportionally two

percent of Conseco s net worth is One Hundred and Forty Million Dollars Returning to an individual with a net worth of One Hundred Thousand Dollars the court might feel that an award of Five Thousand Dollars would better deter the individual from engaging in similar conduct To have the same impact on Conseco, though, the award would have to be Three Hundred and Fifty Million Dollars A One Hundred Thousand Dollar punitive damages award against Conseco is simply not high enough to have any meaningful impact on the company

JUDGMENT

WHEREFORE FOR THE ABOVE STATED REASONS, Claimant shall recover his actual damages in an amount not less than Twenty-Five Thousand Dollars [$25,000], exemplary damages for the damage to Claimant's credit, and punitive damages in an unspecified amount for Respondent's willful and wanton invasion of Claimant s rights

Respectfully Submitted,

ULLMAN, DEZUBE & MILLER P A

Douglas K DeZube KS#15891
Joshua Maker KS#20409
10100 W 87th Street Suite 202
Overland Park, Kansas 66212
(913) 385-0355 telephone
(913) 385-1948 facsimile

ATTORNEYS FOR CLAIMANT

CERTIFICATE OF MAILING

I hereby certify that on this 11th day of November, 2002, a true and correct copy of the above Findings of Fact and Conclusions of Law was sent, via Federal Express to the following

Michael Priddle
500 North Market Street
Wichita, Kansas 67214
Fax (316) 262-9006

Douglas K DeZube

B-0J 021 (8/97)

TO

MANUFACTURED HOME TRANSFER OF EQUITY AND ASSUMPTION AGREEMENT (CONV -FHA-VA) (MH-ONLY)

Account No 93320646

Date 1/26/99

MANUFACTURED HOME SELLER MCCAIN ANGIE M 1199 E SANTA FE #127 GARDNER KS 66030
(Print Full Name) (No Street) (City) (State) (ZIP Code

NEW BUYER TRIPLET WILLIAM C 1199 E SANTA FE #127 GARDNER KS 66030
(Print Full Name) (No Street) (City) (State) (ZIP Code)

SELLER N/A
(Dealer s Name) (No Street) (City) (State) (ZIP Code)

ASSIGNEE GREEN TREE FINANCIAL SERVICING CORPORATION 5835 SW 29TH ST SUITE 201 TOPEKA KS 66614
(Name of Financial Institution) (No Street) (City) (State) (ZIP Code)

The following disclosures are being furnished to you to comply with the federal Truth-in-Lending Act and to supplement those disclosures contained in the Contract being assumed

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 $ 508 50)
12 68076 %	$ 28 284 62	$ 23 784 53	$ 52 069 15	$ 52 577 65

My payment schedule for the assumed obligation will be

Number of Payments	Amount of Payments	When Payments Are Due
174	298 81	Monthly beginning 3/10/99
Final Payment	76 21	9/10/13

SECURITY I am giving a security interest in the goods or property being purchased

FILING/RETITLING FEES $ 8 50

LATE CHARGE If a payment is more than 15 days late, I will be charged $ 2 50 or 5 00 % of the payment, whichever is LESS

PREPAYMENT If I pay off early I will not have to pay a penalty

ASSUMPTION Someone buying my home may subject to conditions, be allowed to assume the remainder of the Contract on the original terms

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

The Annual Percentage Rate shown above represents the total cost of credit (expressed as an annual rate) applicable to this assumption transaction The Total of Payments and the Payment Schedule shown above are based upon the remaining obligation owed under the Contract as modified herein

TRANSFER OF EQUITY AND ASSUMPTION AGREEMENT

"Manufactured Home" means both the manufactured home and other property described below "Contract" means the original contract covering the initial sale of the Manufactured Home "I" and "my" means the New Buyers "You" means the Assignee "Manufactured Home Seller means the present owner of the Manufactured Home "Seller" means the retail dealer who originally sold the Manufactured Home

	Year and Make	Model	Serial Number	Size
Manufactured Home	1991 CHAMPION	CHAMPION	0518685362	16 X 80

Other Property: Y STOVE Y REFRIGERATOR ___ WASHER ___ DRYER Y AIR CONDITIONER ___ WHEELS/AXLES

Conseco 002

1 **NATURE OF AGREEMENT** This is an agreement among the Manufactured Home Seller, the New Buyer and the Assignee covering the sale of the Manufactured Home to, and assumption of the Contract by, the New Buyer

2. **TRANSFER OF EQUITY** The Manufactured Home Seller hereby sells all of his/her equity, right, title and interest in the Manufactured Home to the New Buyer, subject to the security interest in favor of the Assignee The parties agree to execute any application for certificate of title or ownership, financing statement or other instrument necessary to perfect Assignee's security interest in the Manufactured Home

3 **ASSUMPTION OF CONTRACT** The New Buyer hereby assumes and promises to pay the amounts owing under the Contract, as modified herein, and agrees to be bound by and to perform all other obligations under the Contract, the terms and conditions of which are hereby made a part hereof and otherwise expressly incorporated herein by reference Accordingly, as of the date of this Agreement, the New Buyer promises to pay to the Assignee $ 24 284 53 (the "Principal Balance"), plus accrued interest, until paid in full by making the "Total of Payments" in accordance with the "Payment Schedule" on page 1 of this Agreement

4 **LOAN MODIFICATION** The Manufactured Home Seller hereby agrees to modify the Contract as set forth below The New Buyer hereby agrees to assume the remainder of the Contract on its original terms, except as modified below

XX 4 1 No modifications to the Contract

N/A 4 2 Interest Rate Effective as of the date of this Agreement, the Manufactured Home Seller and the Assignee agree that the interest rate found in the Contract is hereby modified from the original rate of _____% per annum to the new rate of _____% per annum

N/A 4 3 Term Extension The monthly installment(s) of principal and interest due under the Contract for the month(s) of _____, 19____ in the aggregate amount of $ .00 shall be deferred to the end of the Contract term and accordingly, the maturity date of the obligation shall be extended by the number of months that payments have been deferred The parties acknowledge and agree that past-due insurance premiums relating to the Manufactured Home, if any, may not be deferred and must be paid current as of the date of this assumption transaction

N/A 4 4 Interest Accrual Method Effective as of the date of this Agreement, the Manufactured Home Seller and the Assignee agree that the method of calculating accrued interest is hereby modified and otherwise changed from the simple interest method to the precomputed method Accordingly, the "Simple Interest" clause found on page 2 of the Contract shall be deleted in its entirety, and the "Prepayment" clause found on page 2 of the Contract shall be modified to include the following additional language "If I prepay this Contract in full, you will give me a refund of part of the Finance Charge Any prepaid finance charge will not be included in calculating such refund The refund will be calculated using the actuarial method except that you will assume that I made all payments on the scheduled due dates I will not get a refund if the amount is less than $1 00 "

Except as modified herein all of the terms and conditions of the Contract shall remain in full force and effect

5 RELEASE (Assignee chooses one)

____ NO RELEASE FROM LIABILITY THE MANUFACTURED HOME SELLER AGREES THAT HE/SHE WILL REMAIN OBLIGATED UNDER THE CONTRACT The liability of the Manufactured Home Seller will not be affected by any extension, renewal, subsequent modification or subsequent transfer (to which the Manufactured Home Seller hereby consents) of the Contract by the New Buyer to another party or other change in the terms of the Contract The Manufactured Home Seller does not have to receive notice from the New Buyer of nonpayment or nonperformance of the Contract

XX MH SELLER RELEASED THE MANUFACTURED HOME SELLER IS HEREBY RELEASED AND FOREVER DISCHARGED FROM ANY AND ALL LIABILITY OR OBLIGATION UNDER THE CONTRACT PROVIDED THAT SAID RELEASE SHALL NOT BE EFFECTIVE UNLESS AND UNTIL ALL PARTIES TO THIS AGREEMENT HAVE SIGNED AS SET FORTH BELOW Accordingly the Manufactured Home Seller hereby acknowledges and agrees that he/she shall be immediately taken off of any applicable certificate of title relating to the Manufactured Home

6 Service Charge The New Buyer agrees to pay the Assignee $ 500 00 as a bona fide and reasonable fee for preparing and processing this transaction

7 **FILING/RETITLING FEES AND TAXES** The New Party agrees to pay for any fees charged by public officials to, among other things, retitle the Manufactured Home and further agrees to pay the sales tax, if any, or any other tax imposed by a governmental body relating to this assumption transaction

8 **INSURANCE**

A Credit Insurance Any credit life and/or credit disability insurance included in the Contract will be, at the option of the insurance company

N/A ___ transferred to the New Buyer

XX ___ cancelled

(Continuation of any credit insurance is NOT required for approval of the transfer and assumption)

B Property Insurance Any property insurance included in the Contract will be, at the option of the insurance company

___ transferred to the New Buyer

XX ___ cancelled

9 **COUNTERPARTS** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which taken together shall constitute one agreement

10 **ARBITRATION** All disputes, claims or controversies arising from or relating to this Agreement or the parties thereto shall be resolved by binding arbitration by one arbitrator selected by you with my consent This Agreement is made pursuant to a transaction in interstate commerce and shall be governed by the Federal Arbitration Act at 9 U S C Section 1 Judgment upon the award rendered may be entered in any court having jurisdiction The parties agree and understand that they choose arbitration instead of litigation to resolve disputes The parties understand that they have a right or opportunity to litigate disputes in court, but that they prefer to resolve their disputes through arbitration, except as provided herein **THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION BY YOU (AS PROVIDED HEREIN)** The parties agree and understand that all disputes arising under case law statutory law and all other laws including, but not limited to all contract, tort and property disputes will be subject to binding arbitration in accord with this Agreement The parties agree that the arbitrator shall have all powers provided by law, by the Agreement and the agreement of the parties These powers shall include all legal and equitable remedies including, but not limited to, money damages declaratory relief and injunctive relief Notwithstanding anything hereunto the contrary you retain an option to use judicial (filing a lawsuit) or non-judicial relief to enforce a security agreement relating to the Manufactured Home secured in a transaction underlying this arbitration agreement to enforce the monetary obligation secured by the Manufactured Home or to foreclose on the Manufactured Home The institution and maintenance of a lawsuit to foreclose upon any collateral, to obtain a monetary judgment or enforce the security agreement shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Agreement including the filing of a counterclaim in a suit brought by you pursuant to this provision

BOTH THE MANUFACTURED HOME SELLER AND THE NEW BUYER ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT AND OF THE ORIGINAL CONTRACT

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS AGREEMENT BEFORE YOU SIGN IT

[redacted]ANCIE M MCCAIN
(Manufactured Home Seller)

x Nancie M McCain
(Manufactured Home Seller)

[redacted]WILLIAM C TRIPLET
(New Buyer)

x William C Triplet
(New Buyer)

CONSENT BY AND AGREEMENT OF, ASSIGNEE
The above transfer of equity and assumption is approved ~~and~~ agreed to

By x [signature]

Its LP Lead

COPY OF ORIGINAL CONTRACT IS ATTACHED HERETO

Conseco 004

REG# 93
ACCOUNT 93320646
APPL# 3881674

GREEN TREE

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned in consideration of $ 24,284.53

does hereby grant, bargain, sell and transfer unto WILLIAM C TRIPLET (Buyer)

of 1199 E SANTA FE #127 GARDNER KS (Address of Buyer) the goods and chattels hereinafter described

New or Used	Year	Make or Trade Name	Length or Description	Color or Model	Mfg Serial Number
USED	1991	CHAMPION	80 X 16	CHAMPION	0518685362

TO HAVE AND TO HOLD all and singular the said goods and chattels to said grantee(s), (its) their successors and assigns The undersigned covenants with said grantee(s) that the undersigned is the lawful owner of said above described unit that is free from all encumbrances, *except as set forth below,* that the undersigned will warrant and defend same against all lawful claims and demands of all persons

(EXCEPTIONS) LIENS OR ENCUMBRANCES

In favor of GREEN TREE FINANCIAL SERVICING CORPORATION (If no lien exists write NONE above) Amount Due $ 24,284.53

Address 5835 SW 29TH ST SUITE 201 TOPEKA KS 66614

NOTARIZE

WITNESS the hand and seal of the undersigned this _____ day of _____, _____

Witness or Notary Public

X _____ (Seller sign here)

(If seller is a corporation show corporate name above with signature and title of corporate officer below)

X _____ By _____

X _____ _____

(Two witnesses must sign) (Title)

9332064

CERTIFICATE OF TITLE

MANUFACTURED HOME

J0017721

TITLE NO

STATE OF KANSAS

TITLE NO	VEHICLE IDENTIFICATION NO	YEAR	MAKE	MODEL
J0017721	0518685362	A 1991	CHAM	

STYLE	DIMENSIONS/ EMPTY WEIGHT	APPLICATION DATE	CLASS	ISSUE DATE	MILEAGE
MH	16X80	08/12/1998		08/18/1998	0

MAILING INFORMATION ONLY

GREEN TREE FINANCIAL SERV CORP
5835 SW 29 #201
TOPEKA, KS 66614

NAME(S) AND ADDRESS OF OWNER(S)

MCCAIN ANGIE
1199 E SANTA FE #127
GARDNER, KS 66030

DEPARTMENT OF REVENUE STATE OF KANSAS

THIS VEHICLE IS SUBJECT TO THE FOLLOWING LIEN(S)

GREEN TREE FINANCIAL SERV CORP
5835 SW 29 #201
TOPEKA, KS 66614

1st LIEN RELEASE

Lienholder's Name _____

Signed By _____ Name _____ Title

Subscribed and Sworn before me this ____ day of ____ 19 ____ County ____ St ____

Notary Public _____ SEAL

My Commission expires the _____ day of ____ 19 ____

I the undersigned, hereby certify that I have approved an application for certificate of title for the vehicle described hereon, pursuant to the provisions of the Motor Vehicle Laws of this State and the applicant named on the face hereof has been duly recorded as the lawful owner of said vehicle

I further certify that the vehicle is subject to the security interests shown hereon if any However the vehicle may be subject to other security interests

Betty McBride
Director of Vehicles

John LaFaver
Secretary of Revenue

TR 191 Rev 4/98

DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS

REG# 18
APPI# 388167[redacted]

DEALER	PHONE (include area code)	SALESPERSON/CONT/
GREEN TREE FINANCIAL	(612) 293-5700	TRACEY S
LOCATION	DATE	TIME
	1/26/99	

CREDIT APPLICATION

APPLICANT

NAME First Middle Initial Last (Suffix)	BIRTHDATE
WILLIAM C TRIPLETT	6/27/30

SOC SEC NO		
98-30-6145	X Married ___ Unmarried ___ Separated	

NUMBER OF DEPENDENT CHILDREN 01 AGES 00 00 00 00 00

PRESENT STREET ADDRESS: 36 N CHERRY

CITY STATE ZIP	HOME PHONE
OTTAWA KS 66067	(785) 242-3656

HOW LONG AT PRESENT ADDRESS		Monthly Pmt
18 Yrs 00 Mos	X Home Owner ___ Renter ___ Relative ___ Other	$ 656 00

PREVIOUS STREET ADDRESS (If less than 2 years at present address)

CITY STATE ZIP	HOW LONG
	00 Yrs 00 Mos

NAME OF NEAREST RELATIVE NOT LIVING WITH YOU	RELATIONSHIP

CITY STATE ZIP	PHONE
	(000) 000-0000

CO-APPLICANT

NAME First Middle Initial Last (Suffix)	BIRTHDATE

SOC SEC NO	
	___ Married ___ Unmarried ___ Separ

NUMBER OF DEPENDENT CHILDREN 00 AGES 00 00 00 00 00

PRESENT STREET ADDRESS

CITY STATE ZIP	HOME PHONE
00000	(000) 000-0000

HOW LONG AT PRESENT ADDRESS		Monthly Pmt
00 Yrs 00 Mos	___ Home Owner ___ Renter ___ Relative ___ Other	$

PREVIOUS STREET ADDRESS (If less than 2 years at present address)

CITY STATE ZIP	HOW LONG
	00 Yrs 00 M

NAME OF NEAREST RELATIVE NOT LIVING WITH YOU	RELATIONSHIP

CITY STATE ZIP	PHONE
	(000) 000-0000

APPLICANT EMPLOYMENT

EMPLOYER	CITY STATE
NEMP	

PHONE NUMBER	JOB TITLE	HIRE DATE
000) 000-0000	SI	

GROSS SALARY $ 890 00 PER ___ HR ___ WK X MO ___ YR

PREVIOUS EMPLOYER	CITY STATE

UMBER	EMPLOYED (MO/YR)
(000) 000-0000	FROM TO

CO-APPLICANT EMPLOYMENT

EMPLOYER	CITY STATE

PHONE NUMBER	JOB TITLE	HIRE DATE
(000) 000-0000		

GROSS SALARY $ PER ___ HR ___ WK ___ MO ___ YR

PREVIOUS EMPLOYER	CITY STATE

PHONE NUMBER	EMPLOYED (MO/YR)
(000) 000-0000	FROM TO

APPLICANT S OTHER INCOME

OTE Alimony child support or separate maintenance income need not be revealed unless you want them considered as a basis for repaying this obligation

OURCE	MONTHLY AMOUNT
PN OS	$ 3 138 00

CO-APPLICANT S OTHER INCOME

SOURCE	MONTHLY AMOUNT
	$

APPLICANT S CREDIT INFORMATION

ECKING ACCOUNT WITH	ACCOUNT NO	SAVINGS ACCOUNT WITH	ACCOUNT NO
TRUST BANK	123	M TRUST BANK	556

APPLICANT S OBLIGATIONS

	CREDITOR NAME	TELEPHONE	ACCOUNT NUMBER	CURRENT BAL	MO PAYMENT
ANDLORD/MORTGAGE HOLDER				$	$
RGEST OBLICATION				$	$
IMONY CHILD SUPPORT/MAINTENANCE PAYMENT				$	$

STATE NOTICES

almonie A married applicant may apply for a sep rate account If your credit requ t is declined you refuse or counter offer your account is terminated or there is an unfavorable change in terms made to your account and our decision is based in whole or part on ormation contained in a consume c edit report you ha e the right to obta n a copy of your consumer credit report from the credit reporting agency within 60 days You also have the right to obtain a copy of your consumer credit report from any other credit reporting agency h it compiles and ma ntains files on a nationwid basi Additionally you have the right to dispute the accuracy or complet ness of any information in a consumer credit report furnished by the consumer credit reporting agency (California Civil Code Se 1785 20

ania Consumer credit reports may be obta ned n connection with this a_plication If you request 1) You will be informed whether or not consumer reports were obtained and 2) if reports were obtained you will be informed of the names and addresses of the consume orting agencies (credit bu eaus) that furnished the reports (Public Law Chapte 453 (1991))

K)or Green Tree Credit Corp may obtain a consumer report on you in connection with your credit application Upon request by you Green Tree Credit Corp will tell you whether or not a consumer report was obtained and the name and addres The consumer reporting agen y that furnished th repo t

o Tree Ohio laws against d scrimination req re that all creditors make credit equally available to all credit worthy customers and that c edit reporting agencies maintain separate credit histories on each individual request Tree Ohio Civil Rights Commission administer rmpliance with the law (Se 4112 021)

? No provis on of any marital property agreement unilateral statement under s.766 59 Wis Stats or court decree under s.766 70 adversely affects the interest of the creditor unless the creditor prior to the dit is granted or an open end credit plan is entered into is furnished a copy of the agreement statement or decree or has actual knowledge of the adverse provision

OF THE STATEMENTS MADE IN THIS APPLICATION ARE TRUE AND CORRECT AND ARE MADE FOR THE PURPOSE OF OBTAINING CREDIT YOU ARE AUTHORIZED TO INVESTIGATE MY CREDIT RECORD TO VERIFY MY CREDIT PLOYMENT AND INCOME REFERENCES AND TO OBTAIN SUCH OTHER INFORMATION AS YOU DEEM NECESSARY AND TO GIVE CREDIT REPORTING AGENCIES AND OTHERS INFORMATION REGARDING YOUR CREDIT EXPERIENCE WITH ME.

LICANT SIGN E William C Triplett DATE 1-27-99

CO APPLICANT SIGN HER Y DATE

Region 18 Application # 3881674 Run Date 1/25/99 16 50 52
Received 1/15/99 15 43 00

Applicant SS# 498-30-6145 Co-Applicant SS#
TRIPLETT, WILLIAM C ,
336 N CHERRY
OTTAWA KS 66067 00000

Inquiry ID #	MHD013881674001		
Joint/Single	S	Credit Bureau Report?	Y
Bureau Used	TU	Fair Isaac Score	00651
# Satisfactory Ratings	22		
High Satisfactory Amt	$ 66,300		
# Minor Derogatory Ratings	00		
High Minor Amt	$ 0		
# Major Derogatory Ratings	09		
High Major Amt	$ 1,812		
# of Inquiries	02		
Average Months in File	043		
# Inqs Last 6 mos -7 days	02		
Mos Since Recent Delinq	003		
# of Trades Lines Now Current	05		
% Trades never Delinquent	072		
# Trades 90+ Ever Bad	09		
% Installment Tradelines	072		
Worst CB Rating	E5	3 or more major derogatory ratings	
Worst Install trade Rating	E4	2 major derogatory install trade lines	
Worst CB Rating Opened 36 mo	E5	3 or more major derogatory trade lines	
Max Delinq/Pub Rec 12mo	00	Charge off, repo, comment/other derog	
% Revolving Utilization	048		
In File Date	01/85		
Total Revolving Debt	0		
Revolving Debt Payments per Month	0		
% Revolving Debt of Total Gross	00		

WARNING REPORT CONTAINS DECEASED IND , SS# NOT VALID, OR OTHEP WARNINGS
ATTENTION VARIATION IN NAME, ADDRESS, OR SOCIAL SECURITY NUMBER
WARNING APPLICANT SS# ON CREDIT REPORT DOES NOT MATCH SS# ON REQUEST

Region 18 Application # 3881674

TRANS UNION CREDIT REPORT

FOR	MKT	SUB	INFILE	DATE	TIME	VER#	REF#
(09MS) F 08500007	07	WI	01/85	01/15/99	16 07	1	0001810

SUBJECT	SSN	BIRTH DATE
TRIPLET, WILLIAM C	498 30-6145	06/30

TELEPHONE
242-3656

S P E C I A L M E S S A G E S
TRANS-ALERT INPUT SURNAME DOES NOT MATCH FILE SURNAME

CURRENT ADDRESS — DATE RPTD
336 N CHERRY, OTTAWA KS 66067 — 10/97

FORMER ADDRESS
797 POB 797, OTTAWA KS 66067 — 06/96
697 POB 697, OTTAWA KS 66067

P U B L I C R E C O R D S

SOURCE TYPE	DATE	LIAB	ECOA	ASSETS	PAID	COURT	DOCKET#	AMOUNT
PLAINTIFF/ATTORNEY								
Z 4928482	09/95R		I		11/95	CI	95SC104	$508
(PC) PAID CIVIL JUDGMENT								
OTTAWA TRUE VALUE								
Z 4928482	11/95R		C			CI	95LM62	$1643
(CJ) CIVIL JUDGMENT								
RETAIL COLLECTION BURE								

T R A D E S

SUBNAME	SUBCODE	OPENED	HIGHCRED	TERMS	MAXDELQ	PAYPAT 1-12	MOP
ACCOUNT#		VERFIED	CREDLIM	PASTDUE	AMT-MOP	PAYPAT 13-24	
ECOA COLLATRL/LOANTYPE		CLSD/PD	BALANCE	RMKS NPD	PAYPATDATE	MO 30/60/90	
CR BUR WAPPE Y	8348001	03/98	$150				09B
801561		05/98A		$152			
I CADLE CO		01/93F	$152	CLA 01		0	
(CLA) PLACED FOR COLLECTION							
IC COUNSLPS Y	491E006	03/97	$57				09B
814321		04/97A		$57			
I RANSOM MEMORIAL		03/97F	$57	CLA 01		0	
(CLA) PLACED FOR COLLECTION							
IC COUNSLPS Y	491E006	07/96	$12				09B
9943		08/96A		$12			
I PHYSICIAN S REF		07/96F	$12	CLA 01		0	
(CLA) PLACED FOR COLLECTION							
JC PENNEY	D 1972036	08/86	$24				R09

Conseco 00

Region 18 Application # 3881674

```
   1366481020                02/94A                $24
X                            11/93F      $24 DEC  01                0
(DEC) DECEASED

OTASCO        A 570A001      09/88      $748 10M                                I09
9028535699                   01/94A                $0
P                CS          09/92F       $0 TRF  01                0
(CS)  CONDITIONAL SALES CONTRACT
(TRF) TRANSFER

JC PENNEY     D 1972010      08/86       $24 29M24                               I9B
5291366481030                12/98A                $0
C                            11/93F       $0 CLA  01                0
(CLA) PLACED FOR COLLECTION

INTRUST PREF B 4425004       01/98     $5611 24M261                X1XX1111X1    I02
7025404400001                01/99A                $0
C                SE          10/98C       $0 CLO  01      10/98     10  00 00 00
(SE)  SECURED
(CLO) CLOSED

INTRUST PREF B 4425004       03/97     $5451 24M259                XX1111Y11     I01
7020717800001                01/99A                $0
C                SE          01/98C       $0 CLO  01      01/98      9  00 00 00
(SE)  SECURED
(   ) CLOSED

INTRUST PREF B 4425004       06/98     $1431 16M96                 X1XX1         I01
7039818600001                01/99A                $0
I                SE          10/98C       $0 CLO  01      10/98      5  00 00 00
(SE)  SECURED
(CLO) CLOSED

INTRUST PREF B 4425004       10/98     $5912 24M273                111           I01
7039921200001                01/99A                $0
C                SE                    $5739       01      01/99      3  00 00 00
(SE)  SECURED

BANKFIRST NA B 59YE070       09/97      $402 MIN20                 111111111111 R01
5424770810841036             12/98A     $400        $0             1111
                 CC                     $364       01      12/98     16  00 00 00
(CC)  CREDIT CARD

UNIT CON FIN Q 8223001       09/98     $2259 36M62                 111           I01
2020712                      12/98A                $0
                 TS                    $1600       01      12/98      3  00 00 00
(TS)  INSTALLMENT SALES CONTRACT

DVAUTZ MTGE Q 1127001        09/97    $66300 360M656               1111111X1111 M01
0051266                      10/98A                $0             11
                 CV                    $66031       01      10/98     14  00 00 00
(C    CONVENTIONAL REAL ESTATE MTG

INTRUST PREF B 4425004       03/95    $11167 44M302                X111X11X1X1 I01
0341 1100001                 09/98A                $0
                 SE          12/96C       $0 CLO  01      12/96     12  00 00 00
```

Region 18 Application # 3881674

(SE) SECURED
(CLO) CLOSED

INTRUST PREF B 4425004 02/97 $3536 24M164 I01
7020662700001 09/98A $0
C SE 03/97C $0 CLO 01 1 00 00 00
(SE) SECURED
(CLO) CLOSED

INTRUST PREF B 4425004 01/97 $1039 12M91 I01
7015988200001 09/98A $0
I SE 02/97C $0 CLO 01 1 00 00 00
(SE) SECURED
(CLO) CLOSED

INTRUST PREF B 4425004 05/96 $6978 24M325 X111X11 I01
4°5415700001 09/98A $0
I SE 12/96C $0 CLO 01 12/96 7 00 00 00
(SE) SECURED
(CLO) CLOSED

ADVANTA MTGE Q 1127001 11/96 $54000 180M614 11111 M01
2800761 08/97A $0
I CV $53339 01 08/97 5 00 00 00
(CV) CONVENTIONAL REAL ESTATE MTG

INTRUST PREF B 4425004 08/95 $8158 24M395 X1XX1 I01
1[illegible]388900001 06/97A $0
I SE 05/96C $0 CLO 01 05/96 9[illegible] 00 00 00
(SE) SECURED
(CLO) CLOSED

BANK UNITED B 50BA001 11/96 $54000 360M614 XX11 M01
2000156598 03/97A $0
I CV $0 TRL 01 03/97 4 00 00 00
(CV) CONVENTIONAL REAL ESTATE MTG
(TRL) TRANSFERRED TO ANOTHER LENDER

INTRUST PREF B 4425004 10/94 $2848 16M1°5 IUP
102565100001 03/97A $0
I SE 08/95C $0 CLO 01 1 00 00 00
(SE) SECURED
(CLO) CLOSED

INTRUST PREF B 4425004 02/95 $1020 12M95 IUP
103261500001 03/97A $0
I SE 08/95C $0 CLO 01 1 00 00 00
(SE) SECURED
(CLO) CLOSED

INTRUST PREF B 4425004 09/94 $11553 48M293 IUP
10[illegible]9600001 03/97A $0
[illegible] SE 03/95C $0 CLO 01 1 00 00 00
(SE) SECURED
(CLO) CLOSED

Region 18 Application # 3881674

I N Q U I P I E S

DATE	SUBCODE	SUBNAME	TYPE	AMOUNT	ECOA
01/15/99	(0924) F 8500007	GTFC-RAPID			I
12/03/98	(2203) I 0001001	AIG AUTO INS			I
09/18/98	(1908) F 0027854	UNTD CONSUME			I
07/08/98	(0720) W 2202072	WHITE STAR M			I
07/07/98	(0720) W 0200732	WHITE STAR M			I
11/19/97	(3340) B 0006675	FCCS/FUSA			I
08/25/97	(1703) B 0006853	ADVANTA MTG			P
07/29/97	(3340) B 0006675	FCCS/FUSA			I
07/10/97	(3340) B 0006675	FCCS/FUSA			I
01/30/97	(0720) N 0200918	INTRUST CC			C
01/26/97	(1704) Z 0175552	NPC CHECK SR			I

M O D E L P R O F I L E

EMPIRICA NOT SCORED SUBJECT DECEASED

L O O K

FRANKLIN DST	(0000) Z 4928482	(785) 828-4515
COURT BUILDING, OTTAWA, KS 66067		
[illegible]BUR WARRE	(0000) Y 8348001	(330) 394-4200
[illegible]662 MAHONING AVE, WARREN, OH 44482		
S COUNSLRS	(0000) YC491E006	(913) 888-3020
P O BOX 14765, SHAWNEE MISSIO, KS 66285		
JC PENNEY	(0000) DN1972036	(800) 542-0800
POB 31 SHAWNEE MISSIO, KS 66201		
OTASCO	(0000) AZ570A001	
11333 E PINE, TULSA OK 74102		
JC PENNEY	(0000) DC1972010	(513) 595-5100
POB 405007, CINCINNATI, OH 45240		
INTRUST PREF	(0000) BO4425004	(316) 383-1111
POB 1, WICHITA, KS 67201		
BANKFIRST NA	(0000) BB59YE070	(605) 361 4949
PO BOX 5052 SIOUX FALLS, SD 57117		
UNIT CON FIN	(0000) QU8233001	(440) 835-3230
865 BASSETT WESTLAKE, OH 44145		
ADVANTA MTGE	(0000) QM1127001	(800) 446 3100
1 HOPSHAM BUS CTP HORSHAM, PA 19044		
BANI UNITED	(0000) BM50BA001	(800) 288-3222
[illegible]336 RICHMOND AVE, HOUSTON, TX 77098		
IC AUTO INS	(2203) I 0001001	(800) 241 1188
505 CAPP RD, WILMINGTON, DE 19809		
UNTD CONSUME	(1908) F 0027854	(440) 835-3230
865 BASSETT RD WESTLAKE OH 44145		
WHITE STAR M	(0720) W 2202072	(913) 232-7781
[illegible] BOX 8267 TOPEKA KS 66608		
[illegible] E STAR M	(0720) W 0200732	(316) 838-3321
BOX 1180 WICHITA KS 67201		
FCCS/FUSA	(3340) B 0006675	
THREE CHRISTIN WILMINGTON DE 19801		
ADVANTA MTG	(1703) B 0006853	(610) 282-4370

Region 18 Application # 3881674

500 OFFICE CNT DP, FT WASHINGTON, PA 19034
TRUST CC (0720) N 0200918 (316) 383-1354
BOX 2235, WICHITA, KS 67201
NPC CHECK SP (1704) Z 0175552 (973) 962-9000
1 CUPSAW DRIVE, RINGWOOD, NJ 07456

FOR	MKT SUB	INFILE	DATE	TIME	VER#	REF#
(07WI)		10/89	01/15/99	16 07		

SUBJECT	SSN	BIRTH DATE
TRIPLETT, WILLIAM C	497-34-7971	05/36
		TELEPHONE
		242-3656

S P E C I A L M E S S A G E S
TRANS-ALERT INPUT SUBJECT SSN DOES NOT MATCH FILE SSN
TRANS-ALERT INPUT SURNAME DOES NOT MATCH FILE SURNAME

CURRENT ADDRESS	DATE RPTD
336 N CHERRY, OTTAWA KS 66067	12/93

FORMER ADDRESS	
BURROUGH, OTTAWA KS 66067	11/89

T P A D E S

SUBNAME / ACCOUNT# / ECOA COLLATRL/LOANTYPE	SUBCODE	OPENED / VERFIED / CLSD/PD	HIGHCRED / CREDLIM / BALANCE	TERMS / PASTDUE / RMKS NPD	MAXDELQ / AMT MOP / PAYPATDATE	PAYPAT 1 12 MOP / PAYPAT 13 24 / MO 30/60/90
CONCORD FIN	F 7064001	06/96	$1812	MIN54	12/96	111111112222 R01
205313		01/99A	$1800	$54	$216-04	222222222211
C	UK		$700	01	01/99	31 15 01 01
(UK) Unknown remarks code						
FST PREMIER	B 41PF008	06/98	$250			111111 R01
5433624514503955		11/98A	$300	$0		
J	CC	07/98C	$0	CBC 01	07/98	3\ 00 00 00
(CC) CREDIT CARD						
(CBC) ACCOUNT CLOSED BY CONSUMER						
AMEX	N 656N002	01/90	$0			O01
338804900		04/90A		$0		
J		04/90P	$0	CBC 01	0	
(CBC) ACCOUNT CLOSED BY CONSUMER						
INTRUST PREF	B 4425004	06/94	$1502	18M96		IUR
J 7724100001		03/97A		$0		
	SE	08/95C	$0	CLO 01	1	0C 00 00
(SE) SECURED						
(CLO) CLOSED						

egion 18 Application # 3881674

UST PREF B 4425004 09/93 $11480 36M386 IUR
00083700001 03/97A $0
SE 08/95C $0 CLO 01 1 00 00 00
SE) SECURED
CLO) CLOSED

NTRUST PREF B 4425004 03/94 $460 12M41 IUR
01266500001 03/97A $0
SE 06/95C $0 CLO 01 1 00 00 00
SE) SECURED
CLO) CLOSED

N Q U I R I E S

DATE	SUBCODE	SUBNAME	TYPE	AMOUNT	ECOA
01/15/99	(0924) F 8500007	GTFC-RAPID			I
12/03/98	(2203) I 0001001	AIG AUTO INS			I
09/18/98	(1908) F 0027854	UNTD CONSUME			I
07/07/98	(0720) W 0200732	WHITE STAR M			I
08/25/97	(1703) B 0006853	ADVANTA MTG			P

O D E L P R O F I L E

MPIRICA SCORE N 651 022,005,013,014***
022 - SERIOUS DELINQUENCY, DEROG PUBLIC RECORD OR COLLECTION
005 - TOO MANY ACCOUNTS WITH BALANCES
013 DELINQUENCY DATE TOO RECENT OR UNKNOWN
014 INSUFFICIENT LENGTH OF CREDIT HISTORY

O O K

ONCORD FIN (0000) FP7064001 (516) 694 1111
1 MICHAEL AVENUE FARMINGDALE, NY 11735
ST PREMIER (0000) BO41PF008 (800) 584-7097
POB 5114, SIOUX FALLS, SD 57117
MEX (0000) BC656N002
P O BOX 7871 FORT LAUDERDAL, FL 33329
NTRUST PREF (0000) BO4425004 (316) 383-1111
POB 1 WICHITA KS 67201
IG AUTO INS (2203) I 0001001 (800) 241-1188
505 CARR RD WILMINGTON, DE 19809
NTD CONSUME (1908) F 0027854 (440) 835-3230
865 BASSETT RD WESTLAKE OH 44145
HITE STAR M (0720) W 0200732 (316) 838-3321
BOX 1180 WICHITA, KS 67201
DVANTA MTG (1703) B 0006853 (610) 282-4370
500 OFFICE CNT DR FT WASHINGTON PA 19034

N D O F P E R C P T

anything about Green Tree?

Q You can say anything you'd like about Green Tree I am going to use the term Conseco --

A Okay

Q -- to represent both Green Tree and Conseco --

A All right

Q -- just because that's who I now represent

A I understand

Q Okay Do you have any questions for me before we begin?

A No

Q Okay Could you state your full name for the record, please

A William C Triplet

Q Okay And, Mr Triplet, what's your current address?

A 336 North Cherry, Ottawa, Kansas

Q And, Mr Triplet, are you currently employed?

A Yes

Q And where are you employed?

A Wal-Mart

Q And how long have you been employed there?

A Well, I went to work for 'em this last time the 17th day of August

Q Okay And were you employed prior to working at

this contract, which is Exhibit 2, did you have any other debt that was figured into the money paid by Conseco or Green Tree? In other words, did you consolidate like a credit card or anything with this contract?

A You mean my personal?

Q Uh-huh

A No

Q Okay. Did anyone else?

A No

Q Okay. You mentioned a minute ago that you refused, and that may be the wrong term, but you didn't make payments after the second payment, is that correct?

A I made two payments and I told Mike Helms I could not afford to make the third payment

Q Okay. When you made the first two payments, it was your understanding that you were obligated to make those payments?

A No, no, my son wasn't working and he didn't have -- and he said, Dad, pay 'em and I'll pay you back. And I made the two

Q Did you ever explain to anyone at Conseco when you made your first two payments that that was basically a gift for James?

transfer of equity contract?

A I made two

Q And it's your recollection that more than two payments were due under the terms of the contract?

A I made two payments for James, and the third one -- you'll get to the rest of it there I made two payments for James

MR DeZUBE Just so we can get to the point of answering his question, his question also is under the, I think it's this contract -- do you mind?

MR PRIDDLE No

MR DeZUBE Under this contract, and I'm not trying to butt in, I'm just trying to cut to the chase on this, I think his question is urder this contract were there more than two payments that would have been due under this contract?

A The third one would have been due, the third one was due

MR DeZUBE Okay And you didn't make the third one?

A I did not make the third one What I told my --

MR DeZUBE Okay I think that's

Q What was your understanding of that language?
A Well, that I wouldn't receive -- say like they got $30,000.00, I wouldn't receive no money.
Q So if the sale proceeds from your home are more than what was owed --
A Right, I wouldn't receive none of it.
Q Okay. Did you understand that language, and specifically referring to the if that's underlined, that your loan with Green Tree would be assumed?
A You mean by the buyer?
Q I'll rephrase the question.
A Please.
Q Did you understand from the language of the sentence we just read regarding if your loan is assumed that your loan and mobile home with Green Tree would be guaranteed to be assumed by another person?
A Right.
Q Okay. So you understood that someone was already in line to assume this home?
A Right.
Q Okay. Do you know who that individual was?
A Nope.
Q Okay.

letting somebody else take over the payments on it, I would not be responsible for it, that's the way I take that

Q Okay So if someone were to assume your loan, you would not be liable, is that your understanding?

A That's the way I understand it, yes

Q Okay Did you have any reason to believe that someone was waiting in line to assume your home loan?

A I had no idea

Q Okay The last sentence in that paragraph states, this would prevent the prospect of any future suit against you or reporting to your credit bureau Do you see that sentence?

A Yes, I do

Q Okay And what was your understanding of that sentence?

A My understanding, I would be free of the debt and it -- and it wouldn't go to the credit bureau

Q Okay You've mentioned that you're 71 years old now?

A That's right

Q And have seen a lot of things?

Q And I'll get --
A And I came to a lawyer
Q Just so I'm clear, and then we'll get back to the exhibit, previously you testified that no one forced you to do the transfer of equity transaction?
A That's right, nobody forced me to do it
Q And maybe I misused the term, can you explain to me what you mean by threatened?
A Well, whoever it was when Conseco called me and said if I didn't take care of this $1200 00, or whatever it was there, whatever it is there, that they was going to tie up my home, tie up my bank account, and I immediately come over to Mr DeZube
Q Okay Is it fair to say, then, that they threatened some type of either legal or debt collection action?
A Yes, and they're going to tie up my bank account and my home, they're getting under my
Q Do you understand or do you have an idea of what is owed to Conseco or this deficiency balance?
MR DeZUBE I'm going to object to mischaracter --
Q (By Mr Priddle) I'll rephrase that you

Q Okay. You also allege in your answers to discovery that you feel you've suffered $50,000.00 damage to your credit?

A You want me -- you want me to tell you? I can't borrow 5 cents.

Q If you could explain to me how you calculated your $50,000.00 of damages to your credit.

A Well, I'm just going to lay it right flat out to you. I tried to refinance my home, and I can't get that done on account of Conseco's got it in the credit bureau as a repossession, I can't go to the bank and borrow any money on account of Conseco got it against me in the credit bureau, I couldn't borrow the money to bury my daughter because Conseco had a thing on me.

Q Okay.

A Now, if you don't think that ain't worth something, it is, pal.

Q And these actions by Conseco regarding damage to your credit, is it your understanding that those are unrelated to your actions?

A Do I understand that they're unrelated to my actions?

Q Correct.

A Of what Conseco's doing to me?

KANSAS

GREEN TREE

NOTICE OF DEFAULT AND RIGHT TO CURE DEFAULT

William C Triplet
336 N Cherry
Ottawa KS 66067-2044

Date of Notice 04/14/99

Green Tree Financial Servicing Corp
2945 Wanamaker Drive
Suite A
Topeka KS 66614
800-432-2316

Certified Mail Z 910 191 365

Account No 93320646

Brief identification of
credit transaction Manufactured Home loan

20 days from the postmarked date of this Notice is the LAST DATE FOR PAYMENT

602 62 is the AMOUNT DUE

You are late in making payment(s) If you pay the AMOUNT NOW DUE (above) by the LAST DATE FOR PAYMENT (above) you may continue with the contract as though you were not late You may also cure your default by arranging for and completing payment of a modification agreement or repayment agreement arranged through Green Tree Financial Servicing Corporation (Green Tree') Your default will only be cured if you complete an agreed upon modification or repayment agreement

You may be obligated to pay reasonable costs of collection including but not limited to court costs attorney fees and collection agency fees except that such costs of collection (1) May not include costs that were incurred by a salaried employee of the creditor or its assignee (2) may not include the recovery of both attorney fees and collection agency fees and (3) shall not be in excess of 15% of the unpaid debt after default

If you fail to cure your default by taking the steps listed above within the cure period described above then as of May 4 1999 the maturity of this contract is automatically accelerated and full payment of all amounts due in the amount of $ 24 966 22 shall be due and payable (including the remaining unpaid principal balance plus earned interest to such date) without any further notice from us Additional expenses accrued after the date of this notice shall also be due and payable If this default is not cured Green Tree will report the defaulted contract to the appropriate credit reporting agency

IF THIS LOAN IS INSURED AGAINST NONPAYMENT BY THE FEDERAL GOVERNMENT AND IF YOU DO NOT REPAY THE LOAN AS AGREED WE MAY ASSIGN THE DEBT TO THE U S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR COLLECTION FAILURE TO PAY THE DEBT IN ACCORDANCE WITH THE TERMS SET BY HUD MAY RESULT IN ANY OR ALL OF THE FOLLOWING ACTIONS

SEIZING YOUR FEDERAL INCOME TAX REFUNDS
- GARNISHMENT OF YOUR WAGES IF YOU ARE A FEDERAL EMPLOYEE
- REFERRING THE DEBT TO THE U S DEPARTMENT OF JUSTICE FOR COLLECTION

If your loan is FHA insured and you are unable to cure the default due to an involuntary loss of employment or other reason counseling assistance may be available to you from certain agencies that are HUD-approved mortgage counseling agencies You may contact us to get the name of the mortgage counseling agency that is closest to you

If you are late again in making your payments we may exercise our rights without sending you another notice like this one If you have questions write Green Tree at the above address or call LORA FRICK (Name of employee) at the above number

GT 46 17 02b (7/95)

KANSAS

GREEN TREE

NOTICE OF DEFAULT AND RIGHT TO CURE DEFAULT

William C Triplet
C/O James Triplet
1199 E Santa Fe Lot #127
Gardner KS 66030-1531

Date of Notice 04/14/99

Green Tree Financial Servicing Corp
2945 Wanamaker Drive
Suite A
Topeka KS 66614
800-432-2316

Certified Mail Z 910 191 364

Account No 93320646

Brief identification of credit transaction Manufactured Home loan

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602 62 is the AMOUNT DUE

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You may be obligated to pay reasonable costs of collection including but not limited to court costs attorney fees and collection agency fees except that such costs of collection (1) May not include costs that were incurred by a salaried employee of the creditor or its assignee (2) may not include the recovery of both attorney fees and collection agency fees and (3) shall not be in excess of 15% of the unpaid debt after default

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SEIZING YOUR FEDERAL INCOME TAX REFUNDS
GARNISHMENT OF YOUR WAGES IF YOU ARE A FEDERAL EMPLOYEE
REFERRING THE DEBT TO THE U S DEPARTMENT OF JUSTICE FOR COLLECTION

If your loan is FHA insured and you are unable to cure the default due to an involuntary loss of employment or other reason counseling assistance may be available to you from certain agencies that are HUD-approved mortgage counseling agencies You may contact us to get the name of the mortgage counseling agency that is closest to you

If you are late again in making your payments we may exercise our rights without sending you another notice like this one If you have questions write Green Tree at the above address or call LORA FRICK (Name of employee) at the above number

CIC

GT 46 17 026 (7/95)

GREEN TREE

Dear Customer,

This letter is to advise you of Green Tree's Default of Equity program. We are aware that your manufactured home has been abandoned, and Green Tree would like to try to sell the manufactured home instead of repossessing it However, in order for this to be successful we will need your cooperation.

Attached you wil find a Notice of Voluntary Surrender(Notice)which we are requesting that you sign and return immediately. This Notice will allow Green Tree to process a transfer of equity(or assumption) on your manufactured home should we find a buyer The Notice is your permission to Green Tree to transfer your loan into someone else's name should we find a buyer. You must understand that if your loan is assumed by another party, you would not recieve money from the process of this sale. By allowing for a transfer of equity to be done on your home you would be preventing the repossession process from taking place. This would prevent the prospect of any future suit against you or reporting to your credit bureau.

Green Tree is willing to help as much as we can to prevent your home from being repossessed. We can not do this without some assistance from you. We request your immediate cooperation in signing and returning the Notice immediately, and also in finding a buyer for your home. In a great number of cases we are successful in putting new qualified buyers in these manufactured homes.

Feel free to call us with any questions or concerns you may have. We are in the office daily from 8:30 AM to 5:30 PM Central time and until 7:00 PM on Tuesday and Thursday. Our contact number is 1-800-255-0462. We would be more than happy to discuss this program with you in greater detail. By simply signing the enclosed Notice and returning it to Green Tree, we can work with you to find a qualified borrower to assume your loan.

Sincerely,

Green Tree

GREEN TREE FINANCIAL SERVICING CORPORATION
5835 SW 29th Street • Suite 201 • PO Box 4086 • Topeka, KS 66604-00864
(785) 272-9143 • (800) 432-2316 • Fax (800) [illegible]

GREEN TREE

KS

NOTICE OF SURRENDER OF SECURED PROPERTY

Date of Notice:

Type of Transaction. Retail Installment Contract and Security Agreement or Installment Loan Agreement.

Secured Property 1991 Champion

(Description of manufactured home/recreational vehicle or other property)

Account Number 933206Y6

Debtor(s) Name(s)

I hereby voluntarily surrender the Secured Property and acknowledge that I understand my right to keep possession of the Secured Property until a Court has decided that I am in default. I further acknowledge that before making such a decision a Court would give me a reasonable opportunity for a hearing and that by surrendering the Secured Property to Green Tree, I waive my right to such a hearing. I further acknowledge that I have authority to surrender the Secured Property and that I have inspected it, and acknowledge that I have delivered only the Secured Property and nothing else. I relinquish all rights to title, ownership, redemption and notification of any action and any other rights pertaining to ascertainable interest. I authorize Green Tree on my behalf to assign and otherwise transfer all of my right, title and interest in the home to any third party without further notice to me or consent from me

Dated. 4-10, 19 99 WET _____

Initial Initial

DEBTOR(S)

x William C. Triplett

(Signature)

x _____

(Signature)

York
Auburn Hills, MI 48326
Champion Enterprises Inc
Ste 320
2701 University Dr

CSWG081098Notice of Surrender of Secured Propertyv 01

Conseco 0013

RECEIPT

Receipt of the above described Secured Property is hereby acknowledged.

Dated. 9-90-9, 1999

GREEN TREE

By: _____

Title _____

Debtor's Consent for Assistance in Locating a Third Party to Assume the Contract
(Optional)

Debtor(s) Name(s):

William C. Tuplet

I, the above named Debtor(s), do hereby consent to provide assistance to Green Tree in an attempt to find a third party to assume the Account and to purchase the Secured Property on its original terms. The benefits to me, as more fully explained to me earlier, are that if Green Tree is able to find a buyer to assume the Account, I may avoid a repossession being reported on my credit history, and I may avoid a deficiency balance being asserted against me for the unpaid balance of the Account.

Choose One

W C T (initials) I consent to Green Tree's using information about the Account to a third party or parties who have an interest in assuming the Account, to facilitate an assumption by such a party or parties

_____ (initials) I consent to Green Tree's only using the following information about me or the Account: _____

_____

in the above manner to a third party or parties, and no further information

Name	Loan Number	VOS Date	Deficiency	Processor	Notes
Adams Anderson Sheila	93318714	approx 7/28/99	$16 283 00		
Albers Tranda S	93318610	dated 10/20/99 rec'd 1/04/00	$4 063		Notice of Sale 1/07/00**
Aldrich Gary E	93317371	rec d 3/18/99	$28 292		Conseco never thought TOE viable despite several placements on dealer lists
Atkinson Lisa	93318843	dated 11/18/99 rec d 12/02/99	$14 698		repo 2/23/00
Bastian Brian E	93317029	dated 5/4/99 rec'd 5/06/99	$18 144		Got VoS Early in process never really thought TOE possible repo d within 2 month
Beal Frank E	93320850	rec d 4/21/99	$18 668		Notice of sale within 1 month of VoS Receipt
Bell Shelby E	93313637	dated 6/14/99 rec d approx 6/20/99	$13 828		
Boggs Robert & Cheryl	93318733	8/25/99			Successful 11/15/99 Richard & Thomas Morris
Bolin Matthew P	93318211	rec d 11/30/99	$8 591		
Boultinghouse Jeffrey	93318933	dated 8/5/99 rec d 8/12	$48 752		
Brown Jerry A	93319985	12/6/99 dated rec d 12/9	$15 418		
Brown Shana & William	93320188	12/15/99	$12 077		
Burger Mathilda	18343436	9/28/99	$11 863		
Bybee Kim P	93311153	rec d 4/06/00	$11 636		Sale within 2 months of receipt of VoS
Cash Helen N	93312101	unknown	$12 948		
Cokery Therese	93319142	dated 9/15/99 rec d 10/21/99	$11 521		No TOE attempts made by Conseco whatsoever
Collinge George	93313383			P Norton	
Cook Shirley A	93307588	dated 10/25/99	$6 407		
Cushinberry Beverly	93318883	dated 6/22/99 rec d 7/1/99	$19 057		
Dickerson, Betty A	93315409	*unknown*			Already living with new buyer James Taylor 6/12/00
Douglas Russell	93314658	dated 9/25/99 rec d 10/08/99	$9 161		
Edmondson Robert J	93317829	dated 1/20/99 rec d 1/22/99	$6 105		
Emme Jill D	18329874			J Armstrong	Virginia Peters 6/07/00
Goatley George H	93319268	dated 11/17/99 rec d 11/18/99	$32 634		Long period of inactivity
Helm Angela	93318480		$19 525		
Hill Donna K	18352958	12/30/99	$14 367		Note credit report 4/12/99 No TOE attempts
Hunter Cynthia A	93304446	rec'd 4/10/00	$4 573		
Johnson Stephanie	93313212	Notes indicate received	$14 502		Note on 5/18/00 indicate in TOE program but never any activity
Kelly Rita L	93317867	3/27/00	$20 379		Filed for B K 8/7/97
Kempher Susan L	93319500	rec d 1/04/00	$13 662	Jamie Olson	No TOE attempts repo 2 months after receipt of VoS
Kirkpatrick Timothy & Christi	93322581			J Armstrong	
Knipp Susan	93312990	7/13/99	$26 762		
Lane John R	93320104	rec d 9/14/99	$15 689		
Lehuherr Virgil & Cathleen	93321889	10/19/99			Bew buyer Shelly Meinhardt lined up before VOS signed 11/15/99
Little Johnny R	93308947	dated 11/10/99	$4 981		
Loiacono David J	93320536	rec d 7/19/99	$12 229		
Marshall Larie & Henry W	93317472	sent out 3/31/99 dated 4/20/99	$18 070		No serious attempts due to home s condition
Mason Mary & Terry	93318753	8/2/99			Marilyn & Jerry McKinis 8/27/99
[illegible]		approx 3/21/99	$16 997		
Middleton Dolores	93312819	3/12/99	$13 078		
Mounivong Kimberly	93317451	rec d 10/01/99	$20 775		
Orozco Silvia Siguenza Joh	93314444			Peg Warden	
Pittman Lois	93319666	rec d 8/28/99	$16 280		
Place Donna V	18352058	rec d 9/09/99	$5 218		No genuine attempt made due to condition of house
Powell William L	93106202	dated 5/24/99 rec d 5/26/99	$1 428		Gov t repo 'Gov t Repo Advise of Sale

Paleigh Terry E	93310195 rec d 11/02/99		$9 253		
Reed Clint	93313858		$14 302		Occupant died
Reiss Laurie C	1832486				
Rounds Melissa Kumale Pi	93316204				
Siecgrist, Richard	93316906				Michelle & Ronnie Mayhew 4/07/00
Slagle Ronald	93321057 dated 2/26/00 rec d 3/14/00		$11 398		
Smith Timothy J	93316554	7/7/99	$15 772		
Tatman Gary D	93313431 dated 12/10/99 rec d 12/13/99		$10 688		
Taylor Terri S	93318547 dated 9/20/99 rec d 9/22/99		$12 809		
Thiede Jonathan	93320376 dated 8/5/99 rec d 12/13/99		$14 942		
Triplet William	93320646	9/10/99	$15 041		
Turpin Michael & Patricia	93313171 *unknown*			Jason Knasse	Tanva Snow & Darrin Bowden 3/28/00
Viens Therese	93315426	7/22/99	$8 686		Notice of default mailed day after VoS Rec d
Wallick Chad	93322996 rec d 3/13/00		$20 120		
Welch Debra	93311504 dated 6/24/99 rec d 6/29/99		$10 285		
White Scott L	93315600 None		$12 173		In program but no Vol Surr
Wilkins Stanley & Dana	93319168 *unknown*			Paula G	Charles Hanneman 9/24/99
Wilson Robert K	93310667	5/28/99	$12 091		Filed for BK 08/99
Wittmeyer Steve	93321726 approx 10/23/99		$12 888		
Zahorsky Lyle W	93315753 rec d 6/16/99 placed on TOE list 7/14		$17 051		Signed Original VoS 8/24/99??

you went to college?
A Yes
Q And where did you go?
A Southwest Missouri State
Q And did you graduate?
A Yes
Q What kind of degree did you get?
A Business
Q Is that a BA or BS in business?
A It's a BA, I think
Q When did you become the regional vice president?
A I believe it was '93, 1993 I don't remember what month, like June or July, something like that In the summer
Q For what region are you the vice president?
A I was the vice president over the Missouri region for most of that time and then they had consolidated offices in Kansas, Iowa and Kentucky about two years ago, so I inherited that territory
Q Just for clarification purposes, you have mentioned -- we talked in terms of Conseco Finance Service Corporation At some point Conseco

merged?
A Bought out Green Tree
Q When you started, did you start with Green Tree or Conseco?
A Green Tree
Q So what was the date when you officially stopped being a Green Tree employee and became a Conseco employee?
A I think they bought us out in '98 The actual date, I don't know I believe it was the fall
Q What business was Green Tree in?
A Manufactured home financing
Q Is that exclusively manufactured home financing?
A No We did some home improvements, consumer loans, credit card program, floor plan for manufactured homes I believe that was it
Q Was Conseco in that business also?
A No, not before prior to our merge
Q So Conseco had a separate business and then it only got into the business after the merger?
A Right
Q Did you have a particular specialty when

willing seller with a willing buyer?
A Correct We're giving the seller an avenue to sell their home
Q That's right Helping find a willing buyer?
A Right
Q Okay
A Most of the work is done by the customer We're doing it from South Dakota or even when we used to do it from the individual office, most of the work is done by the customer The customer has to help find the buyer
Q Is that in the vast majority of cases?
A I'd say
Q You send out the packet and you tell people -- tell me if I'm wrong The vast majority of people probably are in parks?
A Nationwide it would be maybe half and half We have a lot of them in parks As a percent, I would say nationwide it's half and half In Kansas, I don't know
Q Somebody advertises in the paper, somebody calls them up on the phone and says, "I'm interested in assuming your loan " That person has the buyers and they come to you and say, I've

got somebody who is willing to assume the loan," and you guys say, "Great Here is the information packet on the TOE Go ahead and fill it out " Is that --

A Right They usually give the customer our number and then we call and answer any questions they have Usually they have questions that our selling consumer doesn't know like what's the rate, what's the term left and stuff like that, how much on the payments, things like that I would say that the customer most of the time gets the buyers We put the word out Hopefully if anybody has a buyer that wants to be in that park or something like that, most of the time it's the customer or word of mouth

Q 85 percent of the time it's the customer?

A I wouldn't say that much

Q 75?

A I would say 60, 70 percent

Q Are you familiar with the concept of what I call a performing loan and a nonperforming loan?

A I know what my definition would be I don't know what your definition would be

Q Let's see if they are the same Tell me what your definition is

A We'll tell them that they can voluntary surrender it if they like That saves us money, saves them money on deficiency

Q It saves them money on deficiency?

A If we don't have to replevin it

Q Because you wouldn't have any of the attorney fees?

A Sure

Q It saves you money because you wouldn't have to pay any of the attorney fees?

A Which would save them deficiency money, yes

Q I understand Any other situations you can think of?

A I can't think of any I'm sure there might be some

Q You would agree with me that when a debtor signs this particular document, they have transferred their ownership rights to this mobile home back to Green Tree or Conseco, correct?

A Yes

Q By doing so they are waiving any statutory or common law rights they would have to redemption of that --

A I don't necessarily think that waives

Q That's not what it says to you
A I'm reading it Ask her
Q I can't ask her Now, it says, "In a great number of cases we are successful in putting new qualified buyers in these manufactured homes " It does say, "We are successful," correct?
A Yes
Q It doesn't say, "You and I " It refers to "We," being Conseco, correct?
A Yes
Q When that says successful, what does Conseco mean by successful? Is success defined that a buyer assumed the loan?
A I would assume so
Q You assume that it was assumed?
A I assume we are successful
Q When you say successful, what percentage does Conseco consider successful?
A I would say you save any number of these from being repossessions and it's a success
Q One out of 100, 1 percent is successful?
A Yes, to me it is You save a repossession and the loss that goes with it
Q Do you think an average consumer reading that would think that your interpretation of 1

percent would be successful?
A I don't know what a customer would think
Q If you come up to me and you say, "Doug, have you been a successful lawyer," and I said, "Yes," and you found I won 1 percent of my cases, would you consider me to be a successful lawyer?
A Depends on how much you won on that case
Q So it's about the money?
A Yes
MR PRIDDLE Objection I think that mischaracterizes his testimony
MR DEZUBE The about the money?
MR PRIDDLE Yes
Q (By Mr DeZube) Does Conseco or Green Tree keep statistics of how many or what percentage of people that engage in the transfer of equity program are successful in having their loan assumed?
A Not that I know of
Q Do you know who would have that information?
A I don't know if they keep any records on it
Q How about the default transfer of equity?
A As far as how many customers enter into

A Well, it can be a factor to certain customers I can't tell you what each individual customer looks at it They are going to look at their payment and where the home is sitting, location and does that home meet their needs and decide, yes, I want the home or, no, I don't want the home For certain customers arrearage may be a factor For others, it's not

Q So what you are saying is there are myriad of conditions out here that may affect various buyers' decisions to assume or not assume the loan?

A Sure

Q For one, you said the quality -- how well kept the home is That would be a factor?

A Sure

Q For some people equity in the home, if there is any or if you are upside down, that might be a factor?

A Sure

Q Payment, that may be a factor, correct?

A Correct

Q Look at this notice for me In this notice or this letter, does it tell anywhere, "We will help you find a buyer, but we might have

contact Mr Triplet regarding him being in default?

A I'd have to look at the ledger I don't have that in front of me I don't know I never contacted Mr Triplet personally

Q But you understand as a corporate representative you are charged with that particular knowledge?

A That's fine

Q I don't get to come back This is my time to ask you questions

A Okay

Q I'm assuming then that you are not going to have any information regarding how many times or how Mr Triplet was contacted regarding this default without looking at a ledger?

A Right

Q Do you have any notice before you of when Mr Triplet was sent the default equity of notice?

A The letter you showed me

Q Let's go back to that exhibit I guess you can you tell by the date

A There is no date on there

Q On the voluntary surrender form that he signed, you can tell that, right?

A I can tell when it was executed
Q When was that executed?
A September 10th of '99
Q Who at Conseco made the decision that Mr Triplet would be a good candidate for the DTOE program?
A Mike Heim
Q That decision, I'm assuming there wasn't any specific criteria, that is just based on Mike Hyme's experience, correct?
A Yes
(Bauer Deposition Exhibit 7 was marked for identification by the reporter)
Q (By Mr DeZube) I have what's been marked as Exhibit 7 Can you identify this document for me, please?
A Notice of private sale
Q Is this a document that is prepared by Green Tree?
A Yes
Q And ultimately sent to the customer?
A Yes, it is
Q It would be a fair assumption that this was sent to Mr Triplet, is that correct?
A Yes

A Yes
Q We kind of went through this We were talking about Mr Triplet specifically We agree the voluntary surrender form was sent to Mrs Triplet, correct?
A Uh-huh
Q That notice that we have gone through, Exhibit 4, that was sent to Mr Triplet?
A Right
Q And that voluntary surrender form was executed by Mr Triplet?
A Yes
Q Conseco took possession of the home without having to go through the foreclosure/replevin process, correct?
A Correct
Q We agree that Conseco was unable to find a buyer to assume the loan, is that correct?
A Correct
MR PRIDDLE I think that misstates his testimony, but I didn't get an objection before he answered
Q (By Mr DeZube) Now, after Conseco took back the manufactured home, they were eventually able to find a buyer, is that correct?

A Correct
Q Who was the buyer?
A Burkhart I think it was Burkhart Mobile Homes
Q If I told you it was Sunflower Mobile Homes, would you disagree with me?
A No
Q Do you know how they found Sunflower Mobile Homes?
A No I assume that were looking to buy a home and they found that one
Q Do you know if they sent William Triplet's out to multiple --
A I'm sure they did
Q Tried to get the highest price they could get for it?
A Absolutely
Q Do you know how much the buyer paid for the home?
A $10,000 something It should be on here
Q If I told you the figure was $11,500, would you disagree with me? Would you have any reason to disagree with me?
A I would not disagree with you
Q I know that you were consulting with your

attorney and maybe trying to get some clarification Do you have anything else you want to add to the question?

A No

Q Now, after Mr Triplet signed the voluntary surrender form, was Conseco able to have anybody look at the property to potentially purchase it after my client signed the voluntary surrender form?

A When we repossessed it, we had somebody look at it

Q Who was that person?

A I think Marv Elm

MR PRIDDLE For clarification when you say look at, the difference between inspect versus an interested buyer?

Q (By Mr DeZube) Did you have an interested buyer, somebody at some point showed some interest, said, "I'm interest in assuming this loan"?

A I believe we had a buyer

Q What happened?

A I don't know why it didn't go through

Q Bottom line is you had somebody look at it, but it didn't go through?

REPOSSESSION NOTICE

Region GREEN TREE FINANCIAL SERVICING CORPORATION Region Number 93 Loan Type CONV MH
Customer Name TRIPLET WILLIAM C Account Number 93320646

LOAN INFORMATION		REPO DATA		OTHER	
Current Payoff	25735 59	Repo Date	10/08/99	VSI1 File Date	0/00/00
Date Purchased	7/24/98	NADA Retail	$ 18413 00	VSI2 File Date	0/00/00
Orig Selling Price	$ 26750 00	NADA Wholesale	$ 12153 00	Principal Balance	24295 13
Original Invoice	$ 25094 52	Appraisal	$ 00	Percent Recovered	27 88
Term	180	Est Selling Price	$ 18995 00	Goal	60%
		Estimated Loss	$ 17520 59		
		Past Due For	$ 1903 46		
		Next Due	5/10/99		

Reason for Repossession Other

Sales Price as % of Original 75 %

MOBILE HOME DESCRIPTION

Make	Model	Year	Width	Length	Beds	Baths	Condition
CHAMPION/ CHAMPION	CHAMPION	1991	16	80	3	2 0	Fair

Dealer Name D & D ENTERPRISES, INC Dealer Number 9381 Dealer Status ACTIVE
Number Months Recourse
Method Recommended to Dispose of Unit Retail/Move (MH) Current Location DEALER
If Moving, Exact Location BURKHART MOBILE HOMES, INC 8700 EAST 40 HWY
KANSAS CITY MO 64129

ESTIMATED COST TO SELL UNIT (WHOLESALE/RETAIL)

Pull-In	1500 00	Delivery and Set	2600 00	Appraisal Fee	110 00
Repairs	4270 00	Lot Rent	00	Advertising	00
Cleaning	300 00	Taxes	00		
Appliances	00	Commission	2000 00		

WHOLESALE/CASH

Payoff $ 00
Bids
$ 00
$ 00
$ 00

Expenses To Date $ 00

Repo Balance $ 00
- Bid $ 00

LOSS $ 00

RETAIL

Payoff	$ 25735 59
Pull-In	$ 1500 00
Repairs	$ 4270 00
Cleaning	$ 300 00
Appliances	$ 00
Lot Rent	$ 00
Commission	$ 2000 00
Advertising	$ 00
Taxes	$ .00
Delivery/Set	$ 2600 00
Appraisal Fee	$ 110 00

Balance (Without/Delivery)	$ 33915 59
- Sales Price	$ 18995 00
+ Delivery/Set	$ 2600 00
- FHA/VA Claim	$ 00
LOSS	$ 17520 59

Regional Manager Signature J. S. NL Date 10-11-99

GT-46-00 004 (9/91)

0068

93320646

KANSAS DEPARTMENT OF REVENUE
DIVISION OF VEHICLES
TOPEKA, KANSAS 66626-0001

REPOSSESSION AFFIDAVIT

State of Kansas, County of Shawnee ss.

I, the undersigned, certify affiliation with GREEN TREE FINANCIAL SERVICING CORP. holding a (lending institution, corp. partnership, individual, private party, etc.)

position with said firm as Inventory Control (Common Title), whose principal place of business is

PO Box 4086 (Address) Topeka (City) KS (State) 66604 (Zip) and authorized to file this affidavit. Certification is made that on the 26 day of January, 19 99

Wellean Triplett (Debtor(s))

made, executed and delivered a security agreement on the following vehicle: 1991 (Year) Champion (Make) Champion (Style) 16x80

05186B5362 (Identification Number) which copy of said certified notarized security agreement is attached

Due to default, secured party did, on October (Month) 1991 (Year) repossess said vehicle in accordance to Kansas Statutes

and under the terms specified in the security agreement through voluntary surrender by debtor, peaceable seizure, replevin or _____

_____ Therefore, GREEN TREE FINANCIAL SERVICING CORP. (Secured Party) now claims said vehicle and

title document by reason of such default and repossession.

*Reasonable efforts to obtain debtor's certificate of title were made.

[signature] (Affiant's Signature) 10/18/99 (Date)

Subscribed and sworn to before me this 18 day of October 19 99

SEAL

[signature] (Notary Public)

My commission expires: 2-23-2001

VIN INSPECTION EXEMPTION

When a vehicle is registered in another state, but is financed by a Kansas institution, and is repossessed in another state and such vehicle will not be returned to Kansas the VIN inspection will not be required for the purpose of obtaining a valid Kansas title or registration.

Financial institutions claiming VIN inspection exemption must provide the following information as certification for such.

I, the undersigned authorized representative of

_____
Kansas Financial Institution Name

certify that the following described vehicle being presently located in the State of _____
is being repossessed and will not be returned to the State of Kansas.

_____ (Year) _____ (Make) _____ (Identification Number)

_____ (Representative Signature) _____ (Title/Position)

Dated this _____ day of _____, 19____

SEAL

_____ (Notary Public)

My Commission Expires

(Rev. 4/94)

Conseco 001

GREEN TREE

NOTICE OF PRIVATE SALE

Date of Notice 10/08/99

Account No 93320646

WILLIAM C TRIPLET
336 N CHERRY

OTTAWA KS 66067

GREEN TREE FINANCIAL SERVICING CORPORATION
5835 SW 29TH ST SUITE 201
TOPEKA, KS 66614
913-272-9143

Description of Manufactured Home/Recreational Vehicle

Year 1991
Make CHAMPION/ CHAMPION
Model CHAMPION
Serial No 0518685362

We have obtained possession of the above-described property, either by voluntary surrender or repossession

The property described above will be sold at a private sale at any time after 10 days from the date of this Notice shown above unless redeemed by you prior to such sale You can redeem the property at any time before it is actually sold

To get your property back, you must pay us the amount itemized below before it is sold

Unpaid Balance	$	51948 32
Plus Late Charges	$	20 00
Plus Repossession Expenses	$	00
Less Finance Charge Rebate	$	26232 73
Less Insurance Premium Rebate	$	440 54
Less Escrow Credit	$	.00
TOTAL	$	25295 05

(Plus expenses incurred after the date of this Notice)

The sale price might not cover your debt and expenses If that happens you will owe us the difference as permitted by law

If you have any questions about this, please call us

GREEN TREE FINANCIAL SERVICING CORPORATION
(or its affiliates)

By _____

Its _____

Conseco 0059

GT-46-00 003 (3 92)
jmnpszz1 ifd (01/97)

Tripplet/93320646

IN THIS CONTRACT THE WORDS I, ME AND MY REFER TO THE PURCHASER AND CO-PURCHASER SIGNING THIS CONTRACT. THE WORDS YOU AND YOUR REFER TO THE RETAILER. SUBJECT TO THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS AGREEMENT YOU AGREE TO SELL AND I AGREE TO PURCHASE THE FOLLOWING DESCRIBED UNIT

PURCHASER'S Sunflower Mobile Homes | PHONE | DATE 10/20/99

ADDRESS 1008 Roseport Rd, Wathena, Kansxa 66090 | SALESPERSON

DELIVERY ADDRESS

MAKE & MODEL	YEAR	BD. ROOMS	FLOOR SIZE	HITCH SIZE	STOCK NUMBER
Champion/Champion	1991	3	L 80 W 16	L W	

SERIAL NUMBER 0518685362 | ☐ NEW ☒ USED | COLOR | PROPOSED DELIVERY DATE | KEY NUMBERS

LOCATION	R-VALUE	THICKNESS	TYPE OF INSULATION
CEILING			
EXTERIOR			
FLOORS			

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

OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES

	$
FOR THE AGREED UPON SELLING PRICE THE SELLER AND PURCHASER(S) AGREE TO ACCEPT HOME IN PRESENT CONDITION IN REGARDS TO THE ROOF, FLOOR COVERINGS, CABINETS, COUNTER TOPS, DOORS, STEPS, SKIRTING, AND THE FOLLOWING: HEATING, COOLING, PLUMBING AND GAS AND THAT THE PRICE REFLECTS THIS AGREEMENT.	
BALANCE CARRIED TO OPTIONAL EQUIPMENT	$

BASE PRICE OF UNIT		$ 11,500 00
OPTIONAL EQUIPMENT		
SUB-TOTAL		$ 11,500 00
SALES TAX		
NON TAXABLE ITEMS		
VARIOUS FEES AND INSURANCE		
1 CASH PURCHASE PRICE		$ 11,500 00
TRADE IN ALLOWANCE	$	
LESS BAL. DUE on above	$	
NET ALLOWANCE	$	
CASH DOWN PAYMENT	$ 11,500.00	
CASH AS AGREED see REMARKS	$	
2. LESS TOTAL CREDITS		$ 11,500 00
SUB TOTAL		$
SALES TAX (If Not Included Above)		
3 Unpaid Balance of Cash Sale Price		$ -0-

REMARKS*

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

DESCRIPTION OF TRADE-IN | YEAR | SIZE

MAKE NA | MODEL | BEDROOMS

TITLE NO | SERIAL NO | COLOR

AMOUNT OWING TO WHOM

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

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

THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN YOU AND ME AND NO OTHER REPRESENTATION OR AGREEMENT, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT CONTAINED IN THIS CONTRACT.

I, OR WE, ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT I, OR WE, HAVE READ AND UNDERSTAND THE BACK OF THIS AGREEMENT.

GREEN TREE FINANCIAL SERVICING CORP

RETAILER

Not Valid Unless Signed and Accepted by an Officer of the Company or an Authorized Agent

By _____ Approved

SIGNED X _____ PURCHASER

SOCIAL SECURITY NO ___ / ___ / ___

SIGNED X _____ PURCHASER

SOCIAL SECURITY NO. ___ / ___ / ___

FORM [illegible] ®

A PLAIN LANGUAGE PURCHASE AGREEMENT

Conseco 0067

AFFIDAVIT

Before me the undersigned authority personally appeared _____ who being by me duly sworn deposed as follows

My name is Larry Manville I am of sound mind capable of making this affidavit and personally acquainted with the facts herein stated

I am the custodian of the records of Sunflower Mobile Home Attached hereto are 0 pages of records from Sunflower Mobile Home These all pages of records are kept by Sunflower Mobile Home in the regular course of business and it was the regular course of business of Sunflower Mobile Home or for an employee or representative of Sunflower Mobile Home with knowledge of the act event condition opinion or diagnosis recorded to make the record or to transmit information thereof to be included in such record and the record was made at or near the time of the act event condition opinion or diagnosis The records attached hereto are the original or exact duplicates of the original

Larry Manville
Record Custodian

State of _____)
) ss
County of _____)

In witness whereof I have hereunto subscribed my name and affixed my official seal this 26 day of January, 2001

_____
Notary Public

My Commission Expires 3-16-04

Sunflower Mobile Homes purchased a 16 x 80 Champion Mobile Home, S/N 0158685362 from Conseco Finance in October 1999 with a purchase price of $ 11500 00 This unit was sold in a package deal of 4 Units with a customer The selling price of this unit would have been $ 14700 00

GREEN TREE

LOSS REPORT

GION NAME AND NUMBER	ACCOUNT NUMBER	LOAN TYPE
KANSAS 93	93320646	[x] CONV [ ] FHA [ ] VA [ ] RV [ ] VAN [ ] OTHER

CUSTOMER NAME	PURCHASE DATE	REPOSSESSION DATE	REPOSSESSION NUMBER
TRIPLET WILLIAM C	7/24/98	10/08/99	

DEALER NAME	DEALER NUMBER		
D & D ENTERPRISES INC	9381	[x] ACTIVE [ ] INACTIVE	[ ] RECOURSE [x] NON RECOUPSE

(A) PAYOFF (AT REPO DATE) $ 25735 59

(B) EXPENSES (from J only) 10 00

(C) TOTAL REPO BALANCE 25745 59

(D) SALES PRICE $ 11500 00 (APPRAISAL $ 00)

(E) LESS TOTAL NET PROCEEDS 11500 00

(F) VA/FHA CLAIM 00

(G) TOTAL AMT OF LOSS (GAIN) 14 245 59

PRINCIPAL BALANCE AMOUNT 24 295 13

PERCENT RECOVERED 41 36 %

DATE LIQUIDATED 10 / 21 / 99

RESALE INFORMATION Payoff

[ ] SALE [ ] REFINANCE [ ] REDEMPTION

NEW CUSTOMER NAME

NEW ACCOUNT #

AMOUNT FINANCED $

TERM

*IMPORTANT Loss Report must be reconciled to the subsidiary ledger before being sent to Corp Inventory Control When listing repossession expenses on the Loss Report include those on subsidiary ledger and all current month bills submitted to Corporate DO NOT include bills over 45 days old not appearing on the subsidiary ledger The following computations should balance

J = B A + B = C C - E F = G D - H = E

(H) EXPENSES DEDUCTED (OR PAID) FROM DOWN PAYMENT/PROCEEDS

(Itemize below and attach copies of invoices)

DATE	TO	FOR	AMOUNT
		Commission/Bonus	00
		Repairs/Cleaning /Appliances/Lot Rent	00
		Pull In/Delivery And Setup	00
		Appraisal Fee/Advertising/Taxes	00

(J) REPOSSESSION EXPENSES

(one expense per line)

DATE	TO	FOR	AMOUNT

(continue on reverse)

REASON FOR LOSS/POTENTIAL RECOVERY COMMENTS

(Use separate sheet)

NADA Retail $ 18413 00

NADA Wholesale - $ 12153 00

f or Conventional date sent to Central Recovery Department ____/____/____ Original down payment verified [ ] Valid [ ] Falsified

EGIONAL MANACEP S SIGNATURE 10,22,99

DIVISION VICE PRESIDENT S SIGNATURE

ORP INVENTORY CONTROL APPROVAL

CT-46 00 005 12/92

GREENTREE

REPOSSESSION EXPENSES

Region	KANSAS	Loan Type CONV MH	Region Number 93
Customer Name	TRIPLET WILLIAM C	Repo Date 10/08/99	
Account Number	93320646		
Dealer Name	D & D ENTERPRISES INC	Dealer Number 9381	Dealer Status ACTIVE

EXPENSES

Invoice Date	Invoice Number	Vendor Name	Expense Description	Expense Amount	Check Number	Check Date	Bill Status
10/11/99	2518	SHAWNEE CO TREASURER	REPO TITLE	10 00		0/00/00	Open
				$10 00			

Region Manager Signature _____ Date 10-22-99

Conseco 0070

GT-46-00 017 9/9

CONSECO FINANCE SERVICING CORP

SUPPLEMENTAL LOSS REPORT

REGION	REGION NUMBER	DATE
KANSAS	93	11/01/99

CUSTOMER NAME	ACCOUNT NUMBER	TYPE OF LOAN	
TRIPLET WILLIAM C	93320646	[X] Conventional [ ] FHA [ ] VA	
DEALER	DEALER NUMBER	[X] Active	[ ] Recourse
D & D ENTERPRISES, INC	9381	[ ] Inactive	[X] Non-Recourse

PART I

Date of Repossession	10 / 08 / 99
Date Unit Sold	10 / 21 / 99
Total Amount of Loss (from Original Loss Report or Previous Supplemental)	$ 14,245 59
Plus Supplemental Loss (Below)	$ 795 00
Loss to Date	$ 15 040 59

PART II DETAIL OF EXPENSES ADVANCED

Date	Description of Expense	Payable To	Amount Paid
11/01/99	LOT RENT-AUG SEPT OCT	CONESTOGA MHP	$ 795 00
			$
			$
			$
		TOTAL EXPENSES	$ 795 00

PART III

Regional Manager J. S. M

Corporate Inventory Control

Conseco 0064

GREEN TREE

A Conseco company

CENTRAL RECOVERY TRANSMITTAL NOTICE

Date of Notice 10/20/14

[illegible]

Green Tree Financial Corporation
Central Recovery Department
900 Landmark Towers
St Paul, MN 55102

1-800-322-3323

RE Account Number [illegible]

Customer(s) Name [illegible]

Enclosed you will find the above customer's file, which includes all documents necessary for you to pursue collection Green Tree Financial Corporation obtained possession of the unit after default on the contract The unit has been sold, leaving a balance due from the customer(s) named above to Green Tree Financial Corporation

Please take all steps necessary to collect the balance due on behalf of Green Tree Financial Corporation If you need any further information from this office to assist you in your collection efforts, please do not hesitate to contact me

Sincerely,

GREEN TREE FINANCIAL CORPORATION

Regional Manager

cc names of all other
registered owners

Conseco 0074

CONSECO

CONSECO FINANCE CORP

November 18, 1999

WILLIAM C TRIPLET
336 N CHERRY
OTTAWA, KS 66067

RE CONSECO FINANCE CORP ACCOUNT # 93320646
MH Conventional Used

Dear WILLIAM C TRIPLET

This letter is to inform you of your $13,804 59 deficiency balance with Conseco Finance Corp
You are responsible for this debt

The deficiency balance due on your account is calculated as follows but not limited to,

* The loan payoff balance at the time of repossession

* Plus repossession expenses

* Plus sales commission

* Minus the net sale proceeds amount

Call me within 7 days to discuss your account I believe we can make payment arrangements that will allow you to settle this matter in a voluntary manner

There may be additional bills or additional credits to your account You will be responsible for any change in the deficiency balance

Sincerely,

CONSECO FINANCE CORP

Dara Hak
Central Recovery Department
1-800-322-3323 Ext 63132

CONSECO

CONSECO FINANCE CORP

November 23, 1999

WILLIAM C TRIPLET
336 N CHERRY
OTTAWA, KS 66067

RE CONSECO FINANCE CORP ACCOUNT # 93320646

Dear WILLIAM C TRIPLET

Conseco Finance Corp will make a final offer of $12,000 00 to settle your MH Conventional Used account in full on your deficiency balance of $13,804 59

If we do not hear from you by December 3, 1999, we will take this as a rejection of our final offer We would prefer to avoid this step however we are prepared to take it!

Be advised to contact us before December 3, 1999

Sincerely,

CONSECO FINANCE CORP

Dara Hak
Central Recovery Department
1-800-322-3323 Ext 63132

CONSECO

CONSECO FINANCE CORP

December 22, 1999

WILLIAM C TRIPLET
336 N CHERRY
OTTAWA KS 66067

RE CONSECO FINANCE CORP ACCOUNT # 93320646

Dear WILLIAM C TRIPLET

Your delinquent account is currently being reviewed I will extend one last chance for you to voluntarily settle your account

If I do not hear from you before January 1, 2000, I will assume you are not willing to settle your account voluntarily Your account will then be forwarded to a collection agency for further pursuit of payment

Sincerely,

CONSECO FINANCE CORP

Dara Pak
Central Recovery Department
1-800-322-3323 Ext 63132

SYNCOM
5450 Northwest Central
Suite # 117
Houston, TX. 77092
(800) 580-8615

William C Triplet
336 N Cherry
Ottawa, KS 66067-0000

REF CONSECO FINANCE CORP
CLIENT ACCOUNT# 93320646 ZZ
OUR ACCOUNT# 66183*1
AMOUNT OF DEBT 014,589.59

Date FEB 11 2000

A claim in the amount of $14,589 59 owed to Conseco Finance Corp. has been placed with our office for **IMMEDIATE COLLECTION.** Failure to respond may result in further contacts from our company

Please make check or money order payable to SYNCOM

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid If you notify this office in writing within 30 days from receiving this notice, this office will obtain verification of the debt or obtain a copy of a judgment and mail a copy of such judgment or verification. If you request this office within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

This is an attempt to collect a debt Any information obtained will be used for that purpose

Sincerely,

April 18, 2000

WILLIAM C TRIPLET JR
MARY M TRIPLET
336 N CHERRY
OTTAWA KS 66067-2044

RE 5899 5718 0800 1419

Dear William C Triplet Jr,

This is to remind you that your payment of $62 20 is now sixteen days past due. All payments are due in our office on or before the date identified on your monthly billing statement

If your payment has been mailed, please disregard this letter If you have not made this payment, please do so immediately Should you have any questions, please contact our HELOC Collection Department at 1-800-628-1674 ext 3612, 7·00 a m to 4 00 p m Pacific Standard Time

Sincerely,

HELOC Collection Department
1-800-628-1674 ext 3612

IMPORTANT CONSUMER NOTICE

Unless you within thirty (30) days after receipt of this Notice, dispute the validity of the above debt, or any portion thereof, the debt will be assumed to be valid If you notify us in writing within the thirty (30) day period that you dispute the debt, or any portion thereof, we will obtain and mail to you verification of the debt or a copy of a judgement against you

This letter is an attempt to collect a debt Any information obtained through this communication will be used for that purpose

5997 9324 1800 0800 C0036 0109 FC0197276

NATIONAL RECOVERY, INC.

6965 EL CAMINO REAL #105-459
CARLSBAD, CA 92009
(760) 929-6600

August 22, 2000

WILLIAM C TRIPLET
336 N CHERRY
OTTAWA KS 66067

Account # 239115
Balance Due: $16162 65
Re CONSECO FINANCE CORP/GREEN TREE

Dear WILLIAM C TRIPLET,

Your past-due account has been placed with our company for collection Failure to respond may result in further collection activity

Unless you notify this office in writing within (30) days after receiving this notice that you dispute the validity of this debt or any portions thereof, this office will assume that this debt is valid If you notify this office in writing within THIRTY (30) days from receiving this notice, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification If you request in writing within THIRTY (30) days after receiving this notice, this office will provide you with the name and addresses of the original creditor, if different from the current creditor

Please remit PAYMENT IN FULL with this letter to the address above or you may pay in person at our office Make your payment payable to NATIONAL RECOVERY, INC

If you have any questions concerning your account please contact me at my office

Si Ud necessita ayunda en la traduccion de esta carta por favor llamenos para enviarle una traduccion

Sincerely,

STEVEN WILSON
Account Representative
800-929-4674

THIS IS AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE YOUR ACCOUNT BALANCE MAY BE PERIODICALLY INCREASED DUE TO THE ADDITION OF ACCRUED INTEREST OR OTHER CHARGES AS PROVIDED IN YOUR AGREEMENT WITH YOUR CREDITOR THIS COMMUNICATION IS

Northland Group Inc.

P O Box 390857
Edina, MN 55439
Mail Code C3
(952) 831-4005
1-800-269-7492

March 16 2001

William C Triplet (4081144) FSU-C3
336 N Cherry St
Ottawa KS 66067-2044

Northland Account #: 4081144
Balance Due $16441.94
Settlement: $6576.78
Credit Reporting #: 498-30-6145
Client: +CONSECO FINANCE CORPORATION
Original Account #: 93320646

Dear William C Triplet,

+CONSECO FINANCE CORPORATION the creditor of your account has assigned the above referenced account to Northland Group for collection This is an attempt to collect a debt and any information obtained will be used for that purpose

It is our desire to assist you in this matter. Please make arrangements to pay the balance stated above If paid in full to this office, all collection activity will be stopped

In view of the upcoming tax season, our client is offering a discount on the balance Upon receipt of $6576 78 cleared funds, your account will be considered paid in full and we will issue you a letter stating this account is settled in full

Unless you notify this office within 30 days of receiving this notice that you dispute the validity of the debt or any portion thereof this office will assume the debt is valid If you notify this office in writing within 30 days of receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a Judgment and mail you a copy of such judgment or verification If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor

You may contact Fernando S Urbina toll free at 1-800-269-7492 Please reference your Northland Account No 4081144 Office hours are Monday through Thursday 7am to 9pm, Friday 7am to 7pm, and Saturday 7am to 2pm central time

If you wish to talk to a representative please call Fernando S. Urbina at this toll-free number 1-800-269-7492

This communication is sent to you by Northland Group, Inc.,
a professional debt collection agency and a member of the America Collectors Association
This collection agency is licensed by the Minnesota Department of Commerce

Northland Group Inc.

P O Box 390857
Edina, MN 55439
Mail Code C3
(952) 831-4005
1-800-269-7492

April 16, 2001

William C Triplet (4081144) FSU-C3
336 N Cherry St
Ottawa, KS 66067-2044

Northland Account # 4081144
Balance Due. $16441.94
Settlement: $6576.78
Credit Reporting # 498-30-6145
Client. +CONSECO FINANCE CORPORATION
Original Account # 93320646

ACT NOW, LIMITED OFFER

Dear William C Triplet,

Our client, +CONSECO FINANCE CORPORATION is offering you a settlement of $6576 78 in 2 payments over 2 months starting on 05/08/01

Once the two payments of $3288 39 have been paid to our office on time, we will consider this account paid and we will issue you a letter stating this account is settled

Payments must NOT be more than 30 days apart or this settlement will be cancelled Please send in the payments along with a payment stub to the address listed on the coupon

Sincerely,

Fernando S Urbina

Fernando S Urbina

If you wish to talk to a representative please call Fernando S. Urbina at this toll-free number 1-800-269-7492

This communication is sent to you by Northland Group, Inc ,
a professional debt collection agency and a member of the American Collectors Association
This collection agency is licensed by the Minnesota Department of Commerce

1

Northland Account # 4081144

Mail Payment to

Northland Group, Inc
P O Box 390857
Edina MN 55439

Payment Amount. $3288 39

Due Date 05/08/01

Detach coupon and mail with payment

2

Northland Account # 4081144

Mail Payment to

Northland Group, Inc
P O Box 390857
Edina. MN 55439

Payment Amount: $3288 39

Due Date 06/01/01

Detach coupon and mail with payment

M32-32 P1442

Northland Group Inc.

P O Box 390857
Edina, MN 55439
Mail Code C3
(952) 831-4005
1-800-269-7492

May 7, 2001

William C Triplet (4081144) FSU-C3
336 N Cherry St
Ottawa, KS 66067-2044

Northland Account # 4081144
Balance Due: $16441 94
Settlement: $6576 78
Credit Reporting #: 498-30-6145
Client +CONSECO FINANCE CORPORATION
Original Account #: 93320646

Dear William C Triplet,

You have failed to respond to our previous correspondence As a result, our client's settlement offer has expired Unfortunately, you have passed on an opportunity to clear your standing with +CONSECO FINANCE CORPORATION and at the same time save a substantial amount of money

If you contact this office within 10 days from receipt of this letter, we will discuss the possibility of reopening our client's settlement offer. Office hours are Monday through Thursday 7am to 9pm Friday 7am to 7pm and Saturday 7am to 2pm central time

Your prompt attention to this matter is appreciated

Sincerely,

Fernando S Urbina

Fernando S Urbina

If you wish to talk to a representative please call Fernando S Urbina at this toll-free number 1-800-269-7492.

This communication is sent to you by Northland Group, Inc ,
a professional debt collection agency and a member of the American Collectors Association
This collection agency is licensed by the Minnesota Department of Commerce

Northland Group Inc.

P O Box 390867
Edina MN 55439
Mail Code C3
(952) 831-4005
1-800-269-7492

May 25 2001

William C Triplet (4081144) FSU-C3
336 N Cherry St
Ottawa, KS 66067-2044

Northland Account #. 4081144
Balance Due $16441 94
Credit Reporting #: 498-30-6145
Client: CONSECO FINANCE CORPORATION
Original Account # 93320646

Dear William C Triplet,

You have failed to meet the obligations of our client's settlement offer Consequently, it has been cancelled and the balance is now $16441 94 and due immediately

Please contact Fernando S Urbina today at 1-800-269-7492 to make arrangements to pay the balance and avoid further collection activity Office hours are Monday through Thursday 7am to 9pm, Friday 7am to 7pm, and Saturday 7am to 2pm Central time

Sincerely,

Fernando S Urbina

Fernando S Urbina

If you wish to talk to a representative please call Fernando S Urbina at this toll-free number 1-800-269-7492.

This communication is sent to you by Northland Group, Inc,
a professional debt collection agency and a member of the American Collectors Association
This collection agency is licensed by the Minnesota Department of Commerce

4/21/2000

William C Triplet Jr
336 N Cherry Street
Ottawa KS 66067

Dear William C Triplet Jr ,Mary M Triplet

Thank vou for turning to The Money Store to get back on track We appreciate the opportunity to have vou as a valued customer

Unfortunatelv, we are unable to approve your application for a home equity loan at this time On the following page you'll find more detailed information about whv your current application was denied

While we can't approve a loan for you right now we can provide your credit information to our affiliated financial service companies to see what products and services thev have available This information was provided in your application or was obtained from a credit reporting agency or other third party

If vou do not want information given to our affiliates or their agents please let us know bv writing to the address below Be sure to include your name, address, account or loan number (if available) on all vour correspondence

The Money Store / Dept CC #145
P O Box 997124
Sacramento CA 95899
RE

Sincerely,

Jeff Farrell
Loan Officer

CREDIT AFFILIATE LETTER (9906) Original - Customer
4050393

STATEMENT OF CREDIT DENIAL, TERMINATION OR CHANGE

Date April 21 2000

Applicant's Name William C Triplet Jr
Applicant's Name
Address 336 N Cherry Street
Ottawa KS 66067

Description of Account Transaction or Requested Credit
Real Estate Loan

Description of Action Taken Your loan has been denied for the following reason(s)

Part I PRINCIPAL REASON(S) FOR CREDIT DENIAL, OR OTHER ACTION TAKEN CONCERNING CREDIT

- [ ] Credit application incomplete
- [ ] Insufficient number of credit references provided
- [ ] Unacceptible type of credit references provided
- [ ] Unable to verify credit references
- [ ] Temporary or irregular employment
- [ ] Unable to verify employment
- [ ] Length of employment
- [ ] Income insufficient for amount of credit requested
- [ ] Excessive obligations in relation to income
- [ ] Unable to verify income
- [ ] Length of residence
- [ ] Temporary residence
- [ ] Unable to verify residence
- [X] Value or type of collateral not sufficient
- [X] We do not grant credit to any applicant on the terms and conditions you request
- [ ] Other specify
- [ ] Undisclosed debt or liens
- [ ] No credit file
- [ ] Limited credit experience
- [X] Delinquent past or present credit obligations with others
- [ ] Poor credit performance with us
- [X] Garnishment attachment foreclosure repossession collection action or judgement
- [ ] Bankruptcy
- [ ] Insufficient funds to close purchase money loan

Part II DISCLOSURE OF USE OF INFORMATION OBTAINED FROM AN OUTSIDE SOURCE

[X] Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency (ies) listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have the right to a free copy of your credit report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Name Experian
Address P O Box 2002
Allen TX 75013 0036

[Toll free] Telephone number (888) 397 3742

Name
Address

[Toll free] Telephone number

Name
Address

[Toll free] Telephone number

[ ] Our credit decision was based in whole or in part on information obtained from an affiliate or from an outside source other than a consumer reporting agency. Under the Fair Credit Reporting Act, you have the right to make a written request, no later than 60 days after you receive this notice, for disclosure of the nature of this information.

If you have any questions regarding this notice, you should contact:
Creditor's Name THE MONEY STORE Overland Park Retail
Creditor's Address 12351 West 96th Terrace Suite 207 Lenexa KS 66215
Creditor's Telephone Number (913) 894 4942

NOTICE The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is the Office of the Comptroller of the Currency, Customer Assistance Unit, 1301 McKinney, Avenue, Suite 3710, Houston, Texas 77010.

THE MONEY STORE
12351 West 96th Terrace Suite 207
Lenexa KS 66215

ECOA (9906) Copy - Applicant
4050055

BRCH

ROYAL
MORTGAGE CREDIT REPORTING LLC

INFILE CREDIT REPORT
6400 Glenwood Suite 306
Shawnee Mission KS 66202
Tel 913 362-7627
Fax 913 362-7626

SEND TO
LEADER MORTGAGE CO
11900 W 87TH ST PARKWAY #200
LENEXA KS 66215

REPORT # 9262 JOB #
LOAN TYPE REF #
REPOSITORIES XP/TU/EF*
ORDERED 10/8/2002 BY MIKKI FISHER
COMPLETED 10/8/2002 PRICE $14 20

PROPERTY ADDRESS

BORROWER CO-BORROWER

BORROWER TRIPLET WILLIAM CO BORROWER
SOC SEC # 498 30 6145 AGE 6/27/30 SOC SEC # AGE
MARITAL STATUS DEPENDENTS
CURRENT ADDRESS 336 NORTH CHERRY OTTAWA KS 66067 LENGTH
PREVIOUS ADDRESS LENGTH

EMPLOYMENT

EMPLOYER EMPLOYER
POSITION POSITION
SINCE INCOME SINCE INCOME
VERIFIED BY VERIFIED BY

WHOSE	CREDITOR ACCOUNT NUMBER	DATE REPORTED	DATE OPENED DATE LAST ACTIVITY	HIGH CREDIT	BALANCE	PAYMENT TERM	STATUS	HISTORICAL STATUS TIME PAST DUE 30+	60+	90+	MOS REV	AMOUNT PAST DUE

**** PREQUALIFYING REPORT ****
* DOES NOT MEET STANDARDS FOR A RESIDENTIAL MORTGAGE CREDIT REPORT *

H A W K A L E R T

TRIPLET WILLIAM
AVAILABLE AND CLEAR

S C O R E M O D E L S

1 WILLIAM TRIPLET 498306145
EQUIFAX/BEACON 96 **482**
00038 - SERIOUS DELINQUENCY AND DEROGATORY PUBLIC RECORD OR COLLECTION FILED
00034 - AMOUNT OWED ON DELINQUENT ACCOUNTS
00020 - LENGTH OF TIME SINCE DEROGATORY PUBLIC RECORD OR COLLECTION IS TOO SHORT
00010 PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK REVOLVING OR OTHER REVOLVING ACCOUNTS

3 WILLIAM TRIPLET 498306145
TRANSUNION/EMPIRICA 98 **508**
038 SERIOUS DELINQUENCY AND PUBLIC RECORD OR COLLECTION FILED
013 TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN
010 PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK REVOLVING OR OTHER REVOLVING ACCOUNTS
002 LEVEL OF DELINQUENCY ON ACCOUNTS

4 WILLIAM TRIPLET 497347971
TRANSUNION/EMPIRICA 98 **N/A**
- File not scored because subject does not have sufficient credit

5 BILL TRIPLETT - 481548716
TRANSUNION/EMPIRICA 98 **N/A**
- File not scored because subject does not have sufficient credit

2 WILLIAM TRIPLET 498306145
EXPERIAN/FAIR, ISAAC (VER 2) **464**
38 SERIOUS DELINQUENCY AND PUBLIC RECORD OR COLLECTION FILED
10 PROPORTION OF BALANCE TO HIGH CREDIT ON BANK REVOLVING OR ALL REVOLVING ACCOUNTS
13 LENGTH OF TIME (OR UNKNOWN TIME) SINCE ACCOUNT DELINQUENT
14 LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED

When completed as a Residential Mortgage Credit Report, the reporting bureau certifies the RMCR to meet all standards set forth by the FHA FNMA VA FHLMC The information has been obtained from source deemed reliable, the accuracy of which the reporting bureau does not guarantee This information has been furnished in response to an inquiry for the purpose of evaluating credit risk. The inquirer has agreed to indemnify reporting bureau of any damages arising from misuse of this information and this report is furnished in reliance upon that indemnity This report must be held in strict confidence and in accordance with the Fair Credit Reporting Act

REPORT KEY B=BORROWER C=CO BORROWER S=SHARED J=JOINT U=UNDESIGNATED A=AUTHORIZED USER

ROYAL
MORTGAGE CREDIT REPORTING LLC

INFILE CREDIT REPORT
6400 Glenwood Suite 306
Shawnee Mission KS 66202
Tel 913 362-7627
Fax 913 362-7626

SEND TO
LEADER MORTGAGE CO
11900 W 87TH ST PARKWAY #200
LENEXA KS 66215

REPORT # 9262 JOB #
LOAN TYPE REF #
REPOSITORIES XP/TU/EF*
ORDERED 10/8/2002 BY MIKKI FISHER
COMPLETED 10/8/2002 PRICE $14 20

PROPERTY ADDRESS

BORROWER		CO-BORROWER	
BORROWER	TRIPLET WILLIAM	CO BORROWER	
SOC SEC #	498-30-6145 AGE 6/27/30	SOC SEC #	AGE
MARITAL STATUS		DEPENDENTS	
CURRENT ADDRESS	336 NORTH CHERRY OTTAWA KS 66067		LENGTH
PREVIOUS ADDRESS			LENGTH

WHOSE	CREDITOR / ACCOUNT NUMBER	DATE REPORTED	DATE OPENED / DATE LAST ACTIVITY	HIGH CREDIT	BALANCE	PAYMENT / TERM	STATUS	HISTORICAL STATUS: TIME PAST DUE 30	60	90+	MOS REV	AMOUNT PAST DUE

DEROGATORY ACCOUNTS

B CONSECOFIN 08/01 07/98 $14599 $16441 $- PEPOSESS 0 0 0 22 $16441
93320646 10/99 INST UNK XP/TU/EF

B CROSS COUNTRY BANK 09/02 01/99 $2417 $2417 $73 CHARGE OFF 1 2 3 44 $2417
422709725622 05/02 REV XP/TU/EF
Late Dates 8/02 150+ 7/02-150, 6/02 90 5 02-60 4/02-60 3/02-30

B CREDIT SYSTEMS INC 04/02 01/02 $1824 $1824 $1824 COLLECTION 0 0 0 01 $1824
611 8566 09/01 COLL 001 XP/TU/EF
COLLECTION DEPARTMENT/AGENCY/ATTORNEY ORIGINAL CREDITOR ALLIANCE RADIOLOGY-SMMC1001011

A BANKFIRST 09/02 09/97 $1312 $1312 $40 CHARGE OFF 2 1 2 61 $285
5424770810841036 05/02 REV XP/TU/EF
Late Dates 8/02-120 7/02 90 6/02-60 5/02 30 4/02 30

B HHLD BANK 08/02 09/00 $759 $759 $23 DELINQ 60 2 2 0 24 $36
5440450066806609 05/02 REV MIN XP/TU/EF
Late Dates 8/02-60 7/02-30 4/02-60 3/02 30

B CAP 1 BANK 09/02 12/01 $248 $726 $21 CHARGE OFF 1 1 4 $726
438864210733 08/01 REV XP/TU/EF
Late Dates 8/02-120 7/02 120 6/02 120 5/02-90 4/02-60 3/02 30
CHARGED OFF ACCOUNT

B CAPITAL ONE BANK 09/02 03/01 $504 $545 $16 DELINQ 90 2 2 1 19 $60
529115189664 05/02 REV MIN XP/TU/EF
Late Dates 9/02-90 8/02-60 7/02-30 4/02-60 3 02-30

B CREDIT SYSTEMS INC 11/01 07/01 $420 $420 $420 COLLECTION 0 0 0 01 $420
59309520 09/00 COLL 001 XP/TU/EF
COLLECTION DEPARTMENT/AGENCY/ATTORNEY ORIGINAL CREDITOR ALLIANCE RADIOLOGY-SMMC1001011

B VALENTINE & KEBART 08/02 03/02 $411 $411 $411 COLLECTION - $411
166698601 02/02 COLL TU/EF
ORICINAL CREDITOR VOICESTREAM COM ASSIGNED ON 03/20/02

B FS COUNSLRS 08/02 06/99 $360 $360 $360 COLLECTION - - - $360
769241 03/99 COLL TU/EF
PLACED FOR COLLECTION ORIGINAL CREDITOR OTTAWA MEDICAL SPECIALIST

B EXECUTIVE FINANCIA 12/01 11/01 $296 $296 $296 COLLECTION - $296
465780 02/01 COLL TU/EF
ORIGINAL CREDITOR CARDIOLOGY SERV ASSIGNED ON 11/20/01

When completed as a Residential Mortgage Credit Report the reporting bureau certifies the RMCR to meet all standards set forth by the FHA FNMA VA FHLMC The information has been obtained from sources deemed reliable but accuracy for which the reporting bureau does not guarantee This information has been furnished in response to query for the purpose of evaluating credit risk The requirer has agreed to indemnify reporting bureau for any damages resulting from misuse of this information and this report is furnished in reliance upon that indemnity The report must be held in strict confidence and in accordance with the Fair Credit Reporting Act.

ROYAL
MORTGAGE CREDIT REPORTING LC

INFILE CREDIT REPORT
6400 Glenwood Suite 306
Shawnee Mission KS 66202
Tel 913 362-7627
Fax 913 362-7626

SEND TO
LEADER MORTGAGE CO
11900 I 87TH ST PARKWAY #200
LENEXA KS 66215

REPORT # 9262 JOB #
LOAN TYPE REF #
REPOSITORIES P/TU/EF*
ORDERED 10/8/2002 BY MIKKI FISHER
COMPLETED 10/8/2002 PRICE $14 20

PROPERTY ADDRESS

BORROWER
BORROWER TRIPLET WILLIAM CO BORROWER
SOC SEC # 498-30 6145 AGE 6/27/30 SOC SEC # AGE
MARITAL STATUS DEPENDENTS
CURRENT ADDRESS 336 NORTH CHERRY OTTAWA KS 66067 LENGTH
PREVIOUS ADDRESS LENGTH

WHOS	CREDITOR / ACCOUNT NUMBER	DATE REPORTED	DATE OPENED / DATE LAST ACTIVITY	HIGH CREDIT	BALANCE	PAYMENT / TERM	STATUS	HISTORICAL STATUS TIMES PAST DUE 30+	60+	90	MOS REV	AMOUNT PAST DUE
B	CREDIT SYSTEMS INC 58448986 COLLECTION DEPARTMENT/AGENCY, ATTORNEY ORIGINAL CREDITOR ALLIANCE RADIOLOGY SMMC1001011	10/01	10/01 07/01	$253	$253 COLL	$253 001	COLLECTION XP/TU/EF	0	0	0	01	$253
B	FS COUNSLRS 590593 PLACED FOR COLLECTION ORIGINAL CREDITOR STEVEN L THOMPSON DDS	04/02	07/97	$113	$113 COLL	$113	COLLECTION - TU					$113
B	CREDIT WORLD SERVI 1003911 ORIGINAL CREDITOR DEWEESE RADIOLO ASSIGNED ON 04/19/99	06/99	04/99 07/98	$101	$101 COLL	$101	COLLECTION - EF					$101
B	UNIT CON FIN 62020712 Late Dates 6/99-120 5/99 90 4/99-60 3/99 30 PAID BY DEALER	07/99	09/98 02/99	$2259	$0 INST	$0 36	CHARGE OFF 1 XP/TU/EF	1	2			$0

OPEN ACCOUNTS

P	CHASE 11895174 REAL ESTATE MORTGAGE CONVENTIONAL MORTGAGE	08/02	01/99 08/02	$83500	$81555 MTG	$716 360	AS AGREED XP/TU/EF	0	0	0	42	$0
P	CHASE 100s126o REAL ESTATE MORTGAGE	02/99	09/97 12/98	$66300	$65984 MTG	$656 360	AS AGREED TU/EF	0	0	0	16	$0
B	CHASE 2800761 REAL ESTATE MORTGAGE	09/97	11/96 08/97	$54000	$53339 MTG	$614 180	AS AGREED TU/EF	0	0	0	05	$0
J	CHASE MANHATTAN MO 5899571808001419	09/02	01/00 09/02	$40933	$40460 REV	$341 MIN	AS AGREED XP/TU/EF	0	0	0	32	$0
J	INTPUST BANK NA 7097151900004	09/02	08/02 09/02	$8622	$8413 INST	$264 036	AS AGREED XP/TU	0	0	0	07	$0
J	CITIFINANCIAL 6071605212114892	09/ 2	03/02 09/02	$4555	$4181 INST	$151 048	AS AGREED XP/TU/EF	0	0	0	07	$0
J	CONCORD FS 205313 Late Dates 5/98 30, 4/98 30 3/98 30 2/98-30 1/98-30 12/97 30 11/97-30 10/97 30 9/97 30 8/97-30 7/97-30 6/97-30 5/97-30 4/97 30 12/96-90 11/96 60 10/96 30	03/99	06/96 02/99	$1812	$0 REV	$0	CUR WAS 90 TU/EF	15	1	1	32	$0

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ROYAL
MORTGAGE CREDIT REPORTING LLC

INFILE CREDIT REPORT
6400 Glenwood Suite 306
Shawnee Mission KS 66202
Tel 913 362-7627
Fax 913 362-7626

SEND TO
LEADER MORTGAGE CO
11900 W 87TH ST PARKWAY #200
LENEXA KS 66215

REPORT # 9262 JOB #
LOAN TYPE REF #
REPOSITORIES XP/TU/EF*
ORDERED 10/8/2002 BY MIKKI FISHER
COMPLETED 10/8/2002 PRICE $14 20

PROPERTY ADDRESS

BORROWER TRIPLET WILLIAM CO BORROWER
SOC SEC # 498-30-6145 AGE 6/27/30 SOC SEC # AGE
MARITAL STATUS DEPENDENTS
CURRENT ADDRESS 336 NORTH CHERRY OTTAWA KS 66067 LENGTH
PREVIOUS ADDRESS LENGTH

WHO	CREDITOR ACCOUNT NUMBER	DATE REPORTED	DATE OPENED DATE LAST ACTIVITY	HIGH CREDIT	BALANCE	PAYMENT TERM	STATUS	HISTORICAL STATUS TIME PAST DUE 30+	60+	90+	MOS REV	AMOUNT PAST DUE
	CLOSED ACCOUNTS											
B	BANK UNITED 2000156598 TRANSFERRED TO ANOTHER LENDER, CONVENTIONAL REAL ESTATE MORTGAGE	03/97	11/96 02/97	$54000	$0 MTG	$0 360	PAID TU/EF	0	0	0	04	$0
J	CITIFINANCIAL 6071605221108928 ACCOUNT CLOSED DUE TO TRANSFER OR REFINANCE	03/02	05/01 02/02	$5548	$0 INST	$0 042	PAID XP/TU/EF	0	0	0	11	$0
S	COMML BANK 32427	05/02	03/00 04/02	$5094	$0 AUTO	$0	PAID EF	0	0	0	12	$0
U	FST PREMIE 5433624514503955 ACCOUNT CLOSED BY CONSUMER ,	08/00	06/98 08/98	$250	$0 REV	$0	PAID XP/TU/EF	0	0	0	23	$0
J	INTRUST BK 7083478400001 SECURED	02/02	08/00 08/00	$1563	$0 INST	$0 024	PAID XP/TU/EF					$0
B	INTRUST BK 7076942700001 SECURED	02/02	03/00 07/00	$3557	$0 INST	$0 024	PAID XP/TU/EF	0	0	0	22	$0
B	INTRUST BK 7076783100001 SECURED	02/02	01/00 07/00	$963	$0 INST	$0 012	PAID XP/TU/EF	0	0	0	24	$0
J	INTRUST BK 7068447200001 SECURED	05/01	11/99 12/99	$5902	$0 INST	$0 024	PAID XP/TU/EF		-			$0
B	INTRUST BK 7068301800001 SECURED	05/01	08/99 10/99	$1042	$0 INST	$0 012	PAID XP/TU/EF	0	0	0	21	$0
J	INTRUST BK 7062306600001 SECURED	05/01	03/99 10/99	$6600	$0 INST	$0 024	PAID XP/TU/EF	0	0	0	25	$0
J	INTRUST BK 7039921200001 SECURED	05/00	10/98 01/99	$5912	$0 INST	$0 024	PAID XP/TU/EF	0	0	0	18	$0

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LENEXA KS 66215

REPORT # 9262 JOB #
LOAN TYPE REF #
REPOSITORIES XP/TU/EF
ORDERED 10/8/2002 BY NIKKI FISHER
COMPLETED 10/8/2002 PRICE $14.20

PROPERTY ADDRESS

BORROWER **CO-BORROWER**

BORROWER TRIPLETT WILLIAM
SOC SEC # 498 30 6145 AGE 6/27/30
MARITAL STATUS
CURRENT ADDRESS 336 NORTH CHERRY OTTAWA KS 66067 LENGTH
PREVIOUS ADDRESS LENGTH

CO BORROWER
SOC SEC # AGE
DEPENDENTS

WHOSE	CREDITOR / ACCOUNT NUMBER	DATE REPORTED	DATE OPENED / DATE LAST ACTIVITY	HIGH CREDIT	BALANCE	PAYMENT / TERM	STATUS	HISTORICAL STATUS TYPE/PAST DUE 30+	60	90	MOS REV	AMOUNT PAST DUE
U	INTRUST PREF 7097451900003 CLOSED	09/02	05/02 08/02	$8100	$0 INST	$0 36	PAID XP/TU/EF	0	0	0	04	$0
J	INTRUST PREF 7097451900001 CLOSED	09/02	12/01 05/02	$4350	$0 INST	$0 18	PAID XP/TU/EF	0	0	0	06	$0
T	INTRUST PREF 7083478400003 CLOSED	09/02	10/00 12/01	$6189	$0 INST	$0 24	PAID XP/TU/EF	0	0	0	15	$0
B	INTRUST PREF 7039818600001 CLOSED	11/99	06/98 10/98	$1431	$0 INST	$0 16	PAID XP/TU/EF	0	0	0	05	$0
J	INTRUST PREF 7025404400001 Late Dates 9/98-30 CLOSED	11/99	01/98 10/98	$5611	$0 INST	$0 24	PD WAS 0 XP/TU/EF	1	0	0	10	$0
J	INTRUST PREF 7020717800001 CLOSED	11/99	03/97 01/98	$5451	$0 INST	$0 24	PAID XP/TU/EF	0	0	0	09	$0
J	INTRUST PREF 7020662700001 CLOSED	09/98	02/97 03/97	$3536	$0 INST	$0 24	PAID XP/TU/EF	0	0	0	01	$0
B	INTRUST PREF 7015988200001 CLOSED	09/98	01/97 02/97	$1039	$0 INST	$0 12	PAID XP/TU/EF	0	0	0	01	$0
B	INTRUST PREF 4905415700001 CLOSED	09/98	05/96 12/96	$6978	$0 INST	$0 24	PAID XP/TU/EF	0	0	0	07	$0
J	INTRUST PREF 103411100001 CLOSED	09/98	03/95 12/96	$11167	$0 INST	$0 44	PAID XP/TU/EF	0	0	0	12	$0
B	INTRUST PREF 104388900001 CLOSED	06/97	08/95 05/96	$8158	$0 INST	$0 24	PAID XP/TU/EF	0	0	0	05	$0
B	INTRUST PREF 101724100001 CLOSED	03/97	06/94 08/95	$1502	$0 INST	$0 18	PAID TU/EF	-	-			$0

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1 900 W 87TH ST PARKWAY #200
IRNEXA IS 66215

REPORT # 9262 JOB #
LOAN TYPE REF #
REPOSITORIES P/TU/EF*
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COMPLETED 10/8/2002 PRICE $14 20

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BORROWER		CO BORROWER	
BORROWER	TRIPLET WILLIAM	CO BORROWER	
SOC SEC #	498 30-6145 AGE 6/27/30	SOC SEC #	AGE
MARITAL STATUS		DEPENDENTS	
CURRENT ADDRESS	336 NORTH CHERRY OTTAWA KS 66067		LENGTH
PREVIOUS ADDRESS			LENGTH

H / E	CREDITOR / ACCOUNT NUMBER	DATE REPORTED	DATE OPENED / DATE LAST ACTIVITY	HIGH CREDIT	BALANCE	PAYMENT / TERM	STATUS	HISTORICAL STATUS TIME PAST DUE 30	60+	90	MOS REV	AMOUNT PAST DUE
J	INTRUST PREF 100083700001 CLOSED	03/97	09/93 08/95	$11480	$0 INST	$0 36	PAID TU/EF	-				$0
P	INTRUST PREF 103261500001 CLOSED	03/97	02/95 08/95	$1020	$0 INST	$0 12	PAID TU/EF	-				$0
B	INTRUST PREF 102565100001 CLOSED	03/97	10/94 08/95	$2848	$0 INST	$0 16	PAID TU/EF	-				$0
J	INTRUST PREF 102439600001 CLOSED	03/97	09/94 03/95	$11553	$0 INST	$0 48	PAID TU/EF					$0
J	INTRUST PREF 101266500001 CLOSED	03/97	03/94	$460	$0 INST	$0 12	PAID TU	-				$0

PUBLIC RECORDS

*** NO RECORD FOUND ***

INQUIRIES

TU	07/25/02	1701PINNACLEMORTGA/FDC
TU	06/24/02	HOMEOWNERSLOAN/TUMRTGDPT
XP/EF	06/24/02	TRANSUNION
TU	06/03/02	CONSECO FINA
XP	05/16/02	CBC MORTGAGE
TJ/FF	05/16/02	NEW CENTUR
TU	05/07/02	ALLENEQUITYGR/ROYALMTGCR
XP/EF	05/07/02	ROYAL MTG
TU	05/02/02	INT BK
TU	05/01/02	1407BESTMORTGAGE/FDC
XP/EF	05/01/02	FACTL DTA
TU	04/23/02	FCHEINCSPRINGFIEL/CREDCO
TU	03/04/02	CITIFINANCIA
TU	02/18/02	CITIFINANCIA
EF	02/07/02	SEARS
XP	02/01/02	CREDIT PLUS
TU	12/18/01	INT BK
TU	12/12/01	CAP ONE BANK
XP	12/12/01	CAPITAL ONE
TU	12/06/01	SW BELL
EF	12/05/01	AM GEN CHA
EF	12/03/01	COMML BANK
TU	11/26/01	CITIFINANCIA
TU	10/11/01	HOMEOWNERSLOA/HOMEOWNERS

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CURRENT ADDRESS	336 NORTH CHERRY OTTAWA KS 66067		LENGTH
PREVIOUS ADDRESS			LENGTH

MODIFIED	CREDITOR / ACCOUNT NUMBER	DATE REPORTED	DATE OPENED / DATE LAST ACTIVITY	HIGH CREDIT	BALANCE	PAYMENT TERM	STATUS	HISTORICAL STATUS TIMES PAST DUE 30	60	90+	MOS REV	AMOUNT PAST DUE

REMARKS

TRANS ALERT SSN mismatch Input does not match file

TRANS ALERT SSN mismatch Input does not match file

TRANS-ALERT Surname mismatch Input does not match file

TRADE SUMMARY

	COUNT	BALANCE	PAYMENT	PAST DUE
MORTGAGE	4	200878	1986	0
INSTALLMENT	30	29035	415	16441
OPEN	0	0	0	0
REVOLVING	8	16219	514	3524
OTHER	8	3778	3778	3778
TOTAL	50	279910	6693	23743

DEROGATORY SUMMARY

CHARGE OFFS	4	DELINQ 30 DAYS	25	INQUIRIES	24
COLLECTIONS	8	60 DAYS	10		
BANKRUPTCY ACCOUNTS	0	90 DAYS	13		
PUBLIC RECORDS	0	OTHER			

CREDITORS

1701PINNACLEMORTGA/FDC	5200 HAHNS PEAK DR TODD NEIBERGER LOVELAND CO 80	970-663-5700
412NEWCENTUR/CBCCOMPANIE	225 GREENFIELD P STE 115 LIVERPOOL, NY 13088	614 222 5500
ALLENEQUITYGR/ROYALMTGCR	6400 GLENWOOD SUITE 306 SHAWNEE MISSIO KS 66202	913 362 7627
ASSOC/CITI	110 LAKE DRIVE NEWARK DE 19702	
BANK UNITED MORTGAGE	3336 RICHMOND AVE SUITE 150 HOUSTON TX 77098	800-288-3223
BANKFIRST	1509 W 41ST STTAPE ONLY SIOUX FALLS, SD 57105	800-839 6641
BANKFIRST CLASSIC MC	2600 W 49TH ST SIOUX FALLS SD 57105	
CAP ONE BANK	10800 NUCKOLS RD MAIL STOP 12018-05 GLEN ALLEN V	000 000 0000
CAPITAL ONE	PO BOX 85015 RICHMOND VA 23285-5075	BYMAILONLY
CAPITAL ONE BANK	4851 COX ROAD RICHMOND VA 23229	BYMAILONLY
CBC CREDIT SERVICES	1404 E 9TH ST CLEVELAND OH 44114	216 348 8337
CBC MORTGAGE	520 E MAIN ST CARNEGIE PA 15106	BYMAILONLY
CENTRAL CREDIT BUREAU	313 USHERS RD BALLSTON LAKE NY 12019	518 877 4648
CHASE CORPORATION	16875 W BERNADINO SAN DIEGO CA 92127	800-446-3100
CHASE CREDIT RESEARCH	6350 LAUREL CANYON BLVD NORTH HOLLYWOOD CA 91606	818 762 6262
CHASE MANHATTAN MORT	10790 RANCHC BERNARDO RD SAN DIEGO CA 92127	619 674 1800
CHASE MORTGAGE CORP	10790 RANCHO BERNARDO ROAD SAN DIEGO CA 92127	619-674 3539
CHASEMANHATTANMORT/CHASE	850 RIDGEVIEW DR HORSHAM PA 19044	215 323 4922
CITIFINANCIAL	1525 WEST SIXTH STREET SUITE CSCOTCH PLAZA LAWREN	785 271 5484
COLORADO PRIME	500 BI-COUNTY BLVD SUITE 500 FARMINGDALE NY 1173	516-694-1111
COMMERCIAL BANK	1114 BROADWAY OAK GROVE MO 64075-9219	(816) 690 4416
CONCORD FINANCIAL SE	ONE MICHAEL AVENUE FARMINGDALE NY 11735-3917	516-694-1111
CONSECO FINA	332 MINNESOTA ST SUITE 400-Y003 ST PAUL MN 55101	651 453 3148
CONSECO FINANCE CORP	300 LANDMARK TOWER ST PAUL MN 55102	
CONSECO FINANCIAL	345 ST PETER STRE SAINT PAUL MN 55102	800-826-8598
CONSECOFIN	345 ST PETER/900 LANDMK SAINT PAUL MN 55102	651 293 3434
CREDIT PLUS	530 RIVERSIDE DR SALISBURY MD 21801	301-742-9551
CREDIT SYSTEMS	P O BOX 1088 ARLINGTON TX 76004	817-496-6500
CREDIT SYSTEMS INC	1277 COUNTRY CLUB LN FORT WORTH TX 76112	817-496 6500

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ROYAL
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11900 W 87TH ST PARKWAY #200
LENEXA KS 66215

REPORT # 9262 JOB #
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REPOSITORIES /P/TU/EF*
ORDERED 10/8/2002 BY MIKKI FISHER
COMPLETED 10/8/2002 PRICE $14 20

PROPERTY ADDRESS

BORROWER		CO BORROWER	
BORROWER	TRIPLET WILLIAM	CO BORROWER	
SOC SEC #	198 30-6145 AGE 6/27/30	SOC SEC #	AGE
MAPITAL STATUS		DEPENDENTS	
CURRENT ADDRESS	336 NORTH CHEPRY OTTAWA KS 66067		LENGTH
PREVIOUS ADDRESS			LENGTH

N O E	CREDITOR / ACCOUNT NUMBER	DATE REPORTED	DATE OPENED / DATE LAST ACTIVITY	HIGH CREDIT	BALANCE	PAYMENT TERM	STATUS	HISTORICAL STATUS TIME PAST DUE 30+	60+	90+	MOS REV	AMOUNT PAST DUE

CREDIT SYSTEMS INT INC	1277 COUNTRY CLUB FORT WORTH TX 76112	817-496-6800
CREDIT WORLD SERVICE	6000 MARTWAY MISSION KS 66202-3389	913 362-9950
CROSS COUNTRY BANK	800 DELAWARE AVE WILMINGTON DE 19801	302-326-4200
EQUITYGUARAN/CHASECREDIT	6350 LAUREL CANYON 4TH FLR SUITE 450 NORTH HOLLYW	818-762 6262
EXECUTIVE FINANCIAL	310 ARMOUR RD N KANSAS CITY MO 64116-3541	816 221 1333
EXECUTIVE FINANCIAL CONS	310 ARMOUR RD SUITE 220 NKC MO 64116	816-221 1333
FACTUAL DATA/0600	5200 HAHNS PEAK DR LOVELAND CO 80538	970-663 5700
FGHEINCSPRINGFIEL/CREDCO	5626 RUFFIN ROAD SUITE #200 SAN DIEGO CA 92123	
FIRST PREMIER	900 DELAWARE SUITE 7TAPE ONLY SIOUX FALLS SD 571	605 357 3440
FIRST PREMIER CREDITCA	601 S MINNESOTA AVE SIOUX FALLS SD 57104	605-357 3440
HHI D BANK	PO BOX 98706 LAS VEGAS NV 89193	BYMAILONLY
HOMEOWNERSLOA/HOMEOWNERS	3999 S SHERWOOD FOREST STE 20 BATON ROUGE LA 708	225-291 5577
HOMEOWNERSLOAN/TUMRTGDPT	6111 OAK TREE BLVD SUITE 400 INDEPENDENCE OH 441	216 643 3402
HOUSEHOLD BANK	1441 SCHILLING PLACE SALINAS CA 93901	
HOUSEHOLD CREDIT SERVI	12447 SW 69TH AVE TIGARD OR 97223	503 626 2612
INT BK	BOX 57 OTTAWA KS 66067	785-229 7200
INTRUST BANK	P O BOX 1 WICHITA KS 67201	316-383 1210
INTRUST BANK NA	105 N MAIN ST WICHITA KS 67202	316 383 1357
INTRUST BANK NA PREFERRE	POB 1 105 N MAIN WICHITA KS 67201	316 383-1111
KANSAS COUNSELORS IN	8725 ROSEHILL ROAD #415 LENEXA KS 6621	316 942 8335
KANSAS COUNSELORS INC	1121 N ST PAUL WICHITA KS 67203	316 942 8335
NORTHLAND GROUP INC	7831 GLENROY RD EDINA MN 55439	BYMAILONLY
PLATINUMMORTGAGE/QMRMTG	15301 W 87TH ST PK SUITE 245 LENEXA KS 66219	913 599 1551
QUALITY MRTG RPRTING	15301 W 87TH ST PKWY #24 LENEXA KS 66219	913 599 1551
ROYAL MORTGAGE CR RPTG	6400 GLENWOOD ST STE 306 SHAWNEE MISSION KS 6620	913 362 7627
STANDARD FED	2600 W BIG BEAVER TROY MI 48084	
STANDARD FEDL BK/FHLMC	2600 W BIG BEAVER RD TROY MI 48084	BYMAILONLY
SW BELL	2000 AMERITECH CEN HOFFMAN ESTATE IL 60196	
TRANSUNION RESID CR SO	PO BOX 31423 INDEPENDENCE OH 44131	866 371 0390
UNITED CONSUMER FIN SVC	865 BASSETT WESTLAKE OH 44145	440 835 3230
UNITED CONSUMER FINA	865 BASSETTE RD WESTLAKE OH 44145 1194	
UNITED CONSUMER FINL S	865 BASSETT RD WESTLAKE OH 44145	440 835 3230
VALENTINE & KEBARTAS	360 MERRIMACK STREET LAWRENCE MA 01843	(978) 975-0799
VALENTINE & KEBARTAS INC	360 MERRIMACK ST LAWRENCE MA 01843	
WASHINGTON MUTUAL	3200 SW FRWY FT1418 HOUSTON TX 77027	

*** END OF REPORT 10/8/2002 12 4 43 PM ***

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ROYAL
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BORROWER TRIPLET WILLIAM CO BORROWER
SOC SEC # 498-30-6145 AGE 6/27/30 SOC SEC # AGE
MARITAL STATUS DEPENDENTS
CURRENT ADDRESS 336 NORTH CHERRY OTTAWA KS 66067 LENGTH
PREVIOUS ADDRESS LENGTH

EMPLOYMENT

EMPLOYER EMPLOYER

POSITION POSITION
SINCE INCOME SINCE INCOME
VERIFIED BY VERIFIED BY

WHOSE	CREDITOR ACCOUNT NUMBER	DATE REPORTED	DATE OPENED DATE LAST ACTIVITY	HIGH CREDIT	BALANCE	PAYMENT TERM	STATUS	HISTORICAL STATUS TIME PAST DUE 30+ / 60+ / 90	MOS REV	AMOUNT PAST DUE

**** PREQUALIFYING REPORT ****
* DOES NOT MEET STANDARDS FOR A RESIDENTIAL MORTGAGE CREDIT REPORT *

HAWK ALERT

TRIPLET WILLIAM
AVAILABLE AND CLEAR

SCORE MODELS

1 WILLIAM TRIPLET 498306145
EQUIFAX/BEACON 96 482
00038 SERIOUS DELINQUENCY AND DEROGATORY PUBLIC RECORD OR COLLECTION FILED
00034 AMOUNT OWED ON DELINQUENT ACCOUNTS
00020 LENGTH OF TIME SINCE DEROGATORY PUBLIC RECORD OR COLLECTION IS TOO SHORT
00010 PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK REVOLVING OR OTHER REVOLVING ACCOUNTS

3 WILLIAM TRIPLET - 498306145
TRANSUNION/EMPIRICA 98 508
038 SERIOUS DELINQUENCY AND PUBLIC RECORD OR COLLECTION FILED
013 TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN
010 PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH ON BANK REVOLVING OR OTHER REVOLVING ACCOUNTS
002 LEVEL OF DELINQUENCY ON ACCOUNTS

4 WILLIAM TRIPLET - 497347971
TRANSUNION/EMPIRICA 98 N/A
File not scored because subject does not have sufficient credit

5 BILL TRIPLETT 481548716
TRANSUNION/EMPIRICA 98 N/A
File not scored because subject does not have sufficient credit

2 WILLIAM TRIPLET - 498306145
EXPERIAN/FAIR ISAAC (VER 2) 464
38 SERIOUS DELINQUENCY AND PUBLIC RECORD OR COLLECTION FILED
10 PROPORTION OF BALANCE TO HIGH CREDIT ON BANK REVOLVING OR ALL REVOLVING ACCOUNTS
13 LENGTH OF TIME (OR UNKNOWN TIME) SINCE ACCOUNT DELINQUENT
14 LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED

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REPORT KEY B=BORROWER C=CO BORROWER S=SHARED J=JOINT U=UNDESIGNATED A=AUTHORIZED USER

ROYAL
MORTGAGE CREDIT REPORTING LLC

INFILE CREDIT REPORT
6400 Glenwood Suite 306
Shawnee Mission KS 66202
Tel 913 362 7627
Fax 913 362-7626

SEND TO: LEADER MORTGAGE CO
11900 W 87TH ST PARKWAY #200
LENEXA KS 66215

REPORT # 9262 JOB #
LOAN TYPE REF #
REPOSITORIES XP/TU/EF*
ORDERED 10/8/2002 BY MIKKI FISHER
COMPLETED 10/8/2002 PRICE $14.20

PROPERTY ADDRESS

BORROWER		CO-BORROWER	
BORROWER	TRIPLET WILLIAM	CO-BORROWER	
SOC SEC #	498 30 6145 AGE 6/27/30	SOC SEC #	AGE
MARITAL STATUS		DEPENDENTS	
CURRENT ADDRESS	336 NORTH CHERRY OTTAWA KS 66067		LENGTH
PREVIOUS ADDRESS			LENGTH

WHOSE	CREDITOR / ACCOUNT NUMBER	DATE REPORTED	DATE OPENED / DATE LAST ACTIVITY	HIGH CREDIT	BALANCE	PAYMENT / TERM	STATUS	HISTORICAL STATUS TIME PAST DUE 30	60	90	MOS REV	AMOUNT PAST DUE
	DEROGATORY ACCOUNTS											
B	CONSECOFIN 93320646	08/01	07/98 10/99	$14599	$16441 INST	$- UNK	REPOSESS XP/TU/EF	0	0	0	22	$16441
B	CROSS COUNTRY BANK 422709725622 Late Dates 8/02-150+ 7/02 120 6/02 90 5/02 60 4/02 60 3/02 30	09/02	01/99 05/02	$2417	$2417 REV	$73	CHARGE OFF XP/TU/EF	1	2	3	44	$2417
B	CREDIT SYSTEMS INC 61158566 COLLECTION DEPARTMENT/AGENCY/ATTORNEY ORIGINAL CREDITOR ALLIANCE RADIOLOGY SMMC1001011	04/02	01/02 09/01	$1824	$1824 COLL	$1821 001	COLLECTION XP/TU/EF	0	0	0	01	$1824
A	BANKFIRST 542477081084106 Late Dates 8/02 120 7/02 90 6/02 60 5/02 30 4/02 30	09/02	09/97 05/02	$1312	$1312 REV	$40	CHARGE OFF XP/TU/EF	2	1	2	61	$285
B	HHLD BANK 5440450066806609 Late Dates 8/02 60 7/02-30 4/02 60 3/02-30	08/02	09/00 05/02	$759	$759 REV	$23 MIN	DELINQ 60 XP/ U/EF	2	2	0	24	$36
B	CAP 1 BANK 438864210733 Late Dates 8/02 120 7/02 120 6/02-120 5/02-90 4/02 60 3/02-30 CHARGED OFF ACCOUNT	09/02	12/01 08/01	$218	$726 REV	$21	CHARGE OFF XP/TU/EF	1	1	4		$726
B	CAPITAL ONE BANK 529115189664 Late Dates 9/02 90 8/02-60 7/02-30 4/02-60 3/02-30	09/02	03/01 05/02	$504	$545 REV	$16 MIN	DELINQ 90 XP/TU/EF	2	2	1	29	$60
B	CREDIT SYSTEMS INC 59309520 COLLECTION DEPARTMENT/AGENCY/ATTORNEY ORIGINAL CREDITOR ALLIANCE RADIOLOGY SMMC1001011	11/01	07/01 09/00	$420	$420 COLL	$420 001	COLLECTION XP/TU/EF	0	0	0	01	$420
B	ALENTINE & FEBART 166698601 ORIGINAL CREDITOR VOICESTREAM COM ASSIGNED ON 03/20/02	08/02	03/02 02/02	$411	$411 COLL	$411	COLLECTION - TU/EF					$411
B	KS COUNSLPS 769241 PLACED FOR COLLECTION ORIGINAL CREDITOR OTTAWA MEDICAL SPECIALIST	08/02	06/99 03/99	$360	$360 COLL	$360	COLLECTION - TU/EF		-			$360
B	EXECUTIVE FINANCIA 165780 ORIGINAL CREDITOR CARDIOLOGY SERV ASSIGNED ON 11/20/01	12/01	11/01 02/01	$296	$296 COLL	$296	COLLECTION - TU/EF	-	-			$296

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ROYAL
MORTGAGE CREDIT REPORTING LLC

INFILE CREDIT REPORT
6400 Glenwood Suite 306
Shawnee Mission KS 66202
Tel 913 362-7627
Fax 913 362-7626

SEND TO
LEADER MORTGAGE CO
11900 W 87TH ST PARKWAY #200
LENEXA KS 66215

REPORT # 9262 JOB #
LOAN TYPE REF #
REPOSITORIES XP/TU/EF*
ORDERED 10/8/2002 BY MIKKI FISHER
COMPLETED 10/8/2002 PRICE $14 20

PROPERTY ADDRESS

BORROWER TRIPLET WILLIAM CO BORROWER
SOC SEC # 498-30-6145 AGE 6/27/30 SOC SEC # AGE
MARITAL STATUS DEPENDENTS
CURRENT ADDRESS 336 NORTH CHERRY OTTAWA KS 66067 LENGTH
PREVIOUS ADDRESS LENGTH

W J Z	CREDITOR / ACCOUNT NUMBER	DATE REPORTED	DATE OPENED / DATE LAST ACTIVITY	HIGH CREDIT	BALANCE	PAYMENT / TERM	STATUS	HISTORICAL STATUS 30+	60+	90+	MOS REV	AMOUNT PAST DUE
B	CREDIT SYSTEMS INC 58448986 COLLECTION DEPARTMENT/AGENCY/ATTORNEY ORIGINAL CREDITOR ALLIANCE RADIOLOGY SMMC1001011	12/01	10/01 07/01	$253	$253 COLL	$253 001	COLLECTION XP/TU/EF	0	0	0	01	$253
B	FS COUNSLRS 590593 PLACED FOR COLLECTION ORIGINAL CREDITOR STEVEN L THOMPSON DDS	04/02	07/97	$113	$113 COLL	$113	COLLECTION TU	-				$113
P	CREDIT WORLD SERVI 1003911 ORIGINAL CREDITOR DEWEESE PADIOLO ASSIGNED ON 04/19/99	06/99	04/99 07/98	$101	$101 COLL	$101	COLLECTION CF	-	-			$101
B	UNIT CON FIN 62020712 Late Dates 6/99 120 5/99-90 4/99 60 3/99-30 PAID BY DEALER	07/99	09/98 02/99	$2259	$0 INST	$0 36	CHARGE OFF XP/TU/EF	1	1	2		$0

OPEN ACCOUNTS

P	CHASE 11895174 REAL ESTATE MORTGAGE CONVENTIONAL MORTGAGE	08 02	01/99 08/02	$83500	$81555 MTG	$716 360	AS AGREED XP/ J/EF	0	0	0	12	$0
P	CHASE 10051266 REAL ESTATE MORTGAGE	02/99	09/97 12/98	$66300	$65984 MTG	$656 360	AS AGREED TU/EF	0	0	0	16	$0
B	CHASE 2800761 REAL ESTATE MORTGAGE ,	09/97	11/96 08/97	$54000	$53339 MTG	$614 180	AS AGREED TU/EF	0	0	0	05	$0
J	CHASE MANHATTAN MO 5899571808001419	09/02	01/00 09/02	$40933	$40460 REV	$341 MIN	AS AGREED XP/TU/EF	0	0	0	32	$0
J	INTRUST BANK NA 7097451900004	09/02	08/02 09/02	$8622	$8413 INST	$264 036	AS AGREED XP/TJ	0	0	0	02	$0
J	CITIFINANCIAL 6071C05212114892	09/02	03/02 09/02	$4555	$4181 INST	$151 048	AS AGREED XP/TU/EF	0	0	0	07	$0
J	CONCORD FS 205313 Late Dates 5/98 30 4/98 30 3/98-30 2/98-30 1/98 30 12,97-30 11/97 30 10/97-30 9/97 30 8/97-30 7/97 30 6/97 30 5/97 30 4/97 30 12/96 90 11/96-60 10,96-30	03/99	06/96 02/99	$1812	$0 REV	$0	CUR WAS 90 TU/EF	15	1	1	32	$0

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ROYGL
MORTGAGE CREDIT REPORTING L.C.

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LENEXA KS 66215

REPORT # 9262 JOB #
LOAN TYPE REF #
REPOSITORIES XP/TU/EF
ORDERED 10/8/200 BY MIKKI FISHER
COMPLETED 10/8/200- PRICE $14 -0

PROPERTY ADDRESS

BORROWER **CO-BORROWER**

BORROWER TRIPLET WILLIAM
SOC SEC # 498-30-6145 AGE 6/27/30
MARITAL STATUS
CURRENT ADDRESS 336 NORTH CHERRY OTTAWA KS 66067
PREVIOUS ADDRESS

CO BORROWER
SOC SEC # AGE
DEPENDENTS
LENGTH
LENGTH

	CREDITOR / ACCOUNT NUMBER	DATE REPORTED	DATE OPENED / DATE LAST ACTIVITY	HIGH CREDIT	BALANCE	PAYMENT / TERM	STATUS	HISTORICAL STATUS TIME PAST DUE 0+	60+	90+	MOS REV	AMOUNT PAST DUE
	CLOSED ACCOUNTS											
B	BANK UNITED 2000156598 TRANSFERRED TO ANOTHER LENDER CONVENTIONAL REAL ESTATE MORTGAGE	03/97	11/96 02/97	$54000	$0 MTG	$0 360	PAID TU/EF	0	0	0	04	$0
J	CITIFINANCIAL 6071605221108928 ACCOUNT CLOSED DUE TO TRANSFER OR REFINANCE	03/02	05/01 02/02	$5518	$0 INST	$0 042	PAID XP/TU/EF	0	0	0	11	$0
S	COMML BANK 32127	05 02	03/00 04/02	$5094	$0 AUTO	$0	PAID EF	0	0	0	12	$0
U	FST PREMIE 5433624F14503955 ACCOUNT CLOSED BY CONSUMER	08/00	06/98 08/98	$250	$0 REV	$0	PAID XP/TU/EF	0	0	0	23	$0
J	INTRUST BK 7083478400001 SECURED	02/02	08/00 08/00	$4563	$0 INST	$0 024	PAID XP/TU/EF	-	-	-		$0
B	INTRUST BK 7076942700001 SECURED	02/02	03/00 07/00	$3557	$0 INST	$0 024	PAID XP/TU/EF	0	0	0	22	$0
B	INTRUST BK 7076783100001 SECURED	02/02	01/00 07/00	$963	$0 INST	$0 012	PAID XP/TU/EF	0	0	0	24	$0
J	INTRUST BK 7068447200001 SECURED	05/01	11/99 12/99	$5902	$0 INST	$0 024	PAID XP/TU/EF	-	-	-		$0
B	INTRUST BK 7068301800001 SECURED	05/01	08/99 10/99	$1042	$0 INST	$0 012	PAID XP/TU/EF	0	0	0	21	$0
J	INTRUST BK 7062306600001 SECURED	05/01	03/99 10/99	$6600	$0 INST	$0 024	PAID XP/TU/EF	0	0	0	25	$0
J	INTRUST BK 7039921200001 SECURED	05/00	10/98 01/99	$5912	$0 INST	$0 024	PAID XP/TU/EF	0	0	0	18	$0

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MORTGAGE CREDIT REPORTING LLC

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LENEXA KS 66215

REPORT # 3262 JOB #
LOAN TYPE REF #
REPOSITORIES XP/TU/EF*
ORDERED 10/8/2002 BY NIKKI FISHER
COMPLETED 10/8/2002 PRICE $14.20

PROPERTY ADDRESS

CO-BORROWER			CO-BORROWER
BORROWER	TRIPLETT WILLIAM	CO BORROWER	
SOC SEC #	498-30-6145 AGE 6?/??/30	SOC SEC #	AGE
MARITAL STATUS		DEPENDENTS	
CURRENT ADDRESS	336 NORTH CHERRY OTTAWA S 66067		LENGTH
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J	INTRUST PREF 7097451900003 CLOSED	09/02	05/02 08/02	$8100	$0 INST	$0 36	PAID XP/TU/EF	0	0	0	04	$0
J	INTRUST PREF 7097451900001 CLOSED	09/02	12/01 05/02	$4350	$0 INST	$0 18	PAID XP/TU/EF	0	0	0	06	$0
J	INTRUST PREF 7083478400003 CLOSED	09/02	10/00 12/01	$6189	$0 INST	$0 24	PAID XP/TU/EF	0	0	0	15	$0
B	INTRUST PREF 7039818600001 CLOSED	11/99	06/98 10/98	$1431	$0 INST	$0 16	PAID XP/TU/EF	0	0	0	05	$0
J	INTRUST PREF 7025404400001 Late Dates 9/98 30 CLOSED	11/99	01/98 10/98	$5611	$0 INST	$0 24	PD WAS 30 XP/TU/EF	1	0	0	10	$0
J	INTRUST PREF 7020717800001 CLOSED	11/99	03/97 01/98	$5451	$0 INST	$0 24	PAID XP/TU/EF	0	0	0	09	$0
J	INTRUST PREF 7020662700001 CLOSED	09/98	02/97 09/97	$3536	$0 INST	$0 24	PAID XP/TU/EF	0	0	0	01	$0
B	INTRUST PREF 7015988200001 CLOSED	09/98	01/97 02/97	$1039	$0 INST	$0 12	PAID P/TU/EF	0	0	0	01	$0
B	INTRUST PREF 4954157000001 CLOSED	09/98	05/96 12/96	$6978	$0 INST	$0 24	PAID XP/TU/EF	0	0	0	07	$0
J	INTRUST PREF 103411100001 CLOSED	09/98	03/95 12/96	$11167	$0 INST	$0 44	PAID XP/TU/EF	0	0	0	12	$0
B	INTRUST PREF 1043888900001 CLOSED	06/97	08/95 05/96	$8158	$0 INST	$0 24	PAID XP/TU/EF	0	0	0	05	$0
B	INTRUST PREF 1017241000001 CLOSED	03/97	06/94 08/95	$1502	$0 INST	$0 18	PAID TU/EF	-				$0

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REPORT KEY B=BORROWER C=CO BORROWER S=SHARED J=JOINT U=UNDESIGNATED A AUTHORIZED USER

ROYAL
MORTGAGE CREDIT REPORTING LLC

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REPORT # 9262 JOB #
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REPOSITORIES XP/TU, EF*
ORDERED 10/8/2002 BY MIKKI FISHER
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PROPERTY ADDRESS

BOPROWER TRIPLET WILLIAM CO BORROWER
SOC SEC # 498 30 6145 AGE 6/27/30 COC SEC # AGE
MARITAL STATUS DEPENDENTS
CURRENT ADDRESS 336 NORTH CHERRY OTTAWA KS 66067 LENGTH
PREVIOUS ADDRESS LENGTH

WHO	CREDITOR ACCOUNT NUMBER	DATE REPORTED	DATE OPENED DATE LAST ACTIVITY	HIGH CREDIT	BALANCE	PAYMENT TERM	STATUS	HISTORICAL STATUS TIME PAST DUE 30+ 60 90+ MOS REV	AMOUNT PAST DUE
J	INTRUST PREF 100083700001 CLOSED	03/97	09/93 08/95	$11480	$0 INST	$0 36	PAID TU/EF	- -	$0
B	INTRUST PREF 103261500001 CLOSED	03/97	02/95 08/95	$1020	$0 INST	$0 12	PAID TU/EF	- - -	$0
B	INTRUST PREF 102565100001 CLOSED	03/97	10/94 08/95	2848	$0 INST	$0 16	PAID TU/EF	- -	$0
J	INTPUST PREF 102439600001 CLOSED	03/97	09/94 03/95	$11553	$0 INST	$0 48	PAID TU/EF	- - -	$0
J	INTRUST PREF 101266500001 CLOSED	03/97	03/94	$460	$0 INST	$0 12	PAID TU	- -	$0

PUBLIC RECORDS

*** NO RECORD FOUND ***

INQUIRIES

TU	07/25/02	1701PINNACLEMORTGA/FDC
TU	06/24/02	HOMEOWNFRSLOAN/TUMRTGDPT
XP/EF	06/24/02	TRANSUNION
TU	06/03/02	CONSECO FINA
XP	05/16/02	CBC MORTGAGE
TU/EF	05/16/02	NEW CENTUR
TU	05/07/02	ALLENEQUITYGR/POYALMTGG R
XP/EF	05/07/02	ROYAL MTG
TU	05/02/02	INT BK
TU	05/01/02	1407BESTMORTGAGE/TDC
XP/EF	05/01/02	FACTL DTA
TU	04/23/02	FCHEINCSPRINGFIEL/CREDCO
TU	03/04/02	CITIFINANCIA
TU	02/18/02	CITIFINANCIA
EF	02/07/02	SEARS
XP	02/01/02	CREDIT PLUS
TU	12/18/01	INT BK
TU	12/12/01	CAP ONE BANK
XP	12/12/01	CAPITAL ONE
TU	12/06/01	SW BELL
EF	12/05/01	AM GEN CHA
EF	12/03/01	COMML BANK
TU	11/26/01	CITIFINANCIA
TU	10/11/01	HOMEOWNERSLOA/HOMEOWNERS

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ORDERED 10/8/200 BY MIKKI FISHER
COMPLETED 10/8/200 PRICE $14 20

PROPERTY ADDRESS

BORROWER		CO BORROWER	
SOC SEC #	498-30-6145 AGE 6/27/30	SOC SEC #	AGE
MARITAL STATUS		DEPENDENTS	
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PREVIOUS ADDRESS			LENGTH

WHOSE	CREDITOR / ACCOUNT NUMBER	DATE REPORTED	DATE OPENED / DATE LAST ACTIVITY	HIGH CREDIT	BALANCE	PAYMENT / TERM	STATUS	HISTORICAL STATUS / TIME PAST DUE 30+	60	90	MOS REV	AMOUNT PAST DUE

REMARKS

TRANS-ALERT SSN mismatch Input does not match file

TRANS ALERT SSN mismatch Input does not match file

TRANS-ALERT Surname mismatch Input does not match file

TRADE SUMMARY

	COUNT	BALANCE	PAYMENT	PAST DUE
MORTGAGE	4	200878	1986	0
INSTALLMENT	30	29035	415	16441
OPEN	0	0	0	0
REVOLVING	8	46219	514	3524
OTHER	8	3778	3778	3778
TOTAL	**50**	**279910**	**6693**	**23743**

DEROGATORY SUMMARY

CHARGE OFFS	4	DELINQ 30 DAYS	25	INQUIRIES	24
COLLECTIONS	8	60 DAYS	10		
BANKRUPTCY ACCOUNTS	0	90 DAYS	13		
PUBLIC RECORDS	0	OTHER			

CREDITORS

1701PINNACLEMORTGA/FDC	5200 HAHNS PEAK DR TODD NEIBERGER LOVELAND CO 80	970-663-5700
417NEWCENTUR/CBCCOMPANIE	225 GREENFIELD P STE 115 LIVERPOOL NY 13088	614-222-5500
ALLENEQUITYGR/ROYALMTGCP	6400 GLENWOOD SUITE 306 SHAWNEE MISSIO KS 66202	913-362-7627
ASSOC/CITI	110 LAKE DRIVE NEWARK DE 19702	
BANK UNITED MORTGAGE	3336 RICHMOND AVE SUITE 150 HOUSTON TX 77098	800-288-3223
BANKFIRST	1509 W 41ST STTAPE ONLY SIOUX FALLS SD 57105	800-839-6641
BANKFIRST - CLASSIC MC	2600 W 49TH ST SIOUX FALLS SD 57105	
CAP ONE BANK	10800 NUCKOLS RD MAIL STOP 12018-05 GLEN ALLEN V	000-000-0000
CAPITAL ONE	PO BOX 85015 RICHMOND VA 23285 5075	BYMAILONLY
CAPITAL ONE BANK	4851 COX ROAD RICHMOND VA 23229	BYMAILONLY
CBC CREDIT SERVICES	1404 E 9TH ST CLEVELAND OH 44114	216-348-8337
CBC MORTGAGE	520 E MAIN ST CARNEGIE PA 15106	BYMAILONLY
CENTRAL CREDIT BUREAU	313 USHERS RD BALLSTON LAKE NY 12019	518-877 4648
CHASE CORPORATION	16875 W BERNADINO SAN DIEGO CA 92127	800-446-3100
CHASE CREDIT RESEARCH	6350 LAUREL CANYON BLVD NORTH HOLLYWOOD, CA 91606	818-762-6262
CHASE MANHATTAN MORT	10790 RANCHO BERNARDO RD SAN DIEGO CA 92127	619-674-1800
CHASE MORTGAGE CORP	10790 RANCHO BERNARDO ROAD SAN DIEGO CA 92127	619-674-3539
CHASEMANHATTANMORT/CHASE	850 RIDGEVIEW DR HORSHAM PA 19044	215-323-4922
CITIFINANCIAL	1525 WEST SIXTH STREET SUITE CSCOTCH PLAZA LAWREN	785 271-5484
COLORADO PRIME	500 BI COUNTY BLVD SUITE 500 FARMINGDALE NY 1173	516-694-1111
COMMERCIAL BANK	1114 BROADWAY OAK GROVE MO 64075 9219	816) 690-4416
CONCORD FINANCIAL SE	ONE MICHAEL AVENUE FARMINGDALE NY 11735 3917	516-694-1111
CONSECO FINA	332 MINNESOTA ST SUITE 400 W003 ST PAUL MN 55101	651-453-3148
CONSECO FINANCE CORP	500 LANDMARK TOWER ST PAUL MN 55102	
CONSECO FINANCIAL	345 ST PETER STPE, SAINT PAUL MN 55102	800 826 8598
CONSECOFIN	345 ST PETER/900 LANDMK SAINT PAUL MN 55102	651 293 3434
CREDIT PLUS	530 RIVERSIDE DR SALISBURY MD 21801	301-742 9551
CREDIT SYSTEMS	P O BOX 1088 ARLINGTON TX 76004	817-496-6500
CREDIT SYSTEMS INC	1277 COUNTRY CLUB LN FORT WORTH TX 76112	817-496-6500

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LOAN TYPE REF #
REPOSITORIES P/TU/EF
ORDERED 10/8/200 BY MIKKI FISHER
COMPLETED 10/8/200 PRICE $14.00

PROPERTY ADDRESS

BORROWER	CO BORROWER
BORROWER TRIPLET WILLIAM	CO BORROWER
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MARITAL STATUS	DEPENDENTS
CURRENT ADDRESS 336 NORTH CHERRY OTTAWA KS 66067	LENGTH
PREVIOUS ADDRESS	LENGTH

WHOSE	CREDITOR / ACCOUNT NUMBER	DATE REPORTED	DATE OPENED / DATE LAST ACTIVITY	HIGH CREDIT	BALANCE	PAYMENT / TERM	STATUS	HISTORICAL STATUS: TIME PAST DUE 30+	60+	90+	MOS REV	AMOUNT PAST DUE

CREDIT SYSTEMS INT INC	1277 COUNTRY CLUB FORT WORTH TX 76112	817-496-6800
CREDIT WORLD SERVICE	6000 MARTWAY MISSION KS 66202-3389	913-362-3950
CROSS COUNTRY BANK	800 DELAWARE AVE WILMINGTON DE 19801	302-326-4200
EQUITYGUARAN/CHASECREDIT	6350 LAUREL CANYON 4TH FLR SUITE 450 NORTH HOLLYW	818 762 6262
EXECUTIVE FINANCIAL	310 ARMOUR RD N KANSAS CITY MO 64116-3541	816 221-1333
EXECUTIVE FINANCIAL CONS	310 ARMOUR RD SUITE 220 NKC MO 64116	816-221-1333
FACTUAL DATA/0600	5200 HAHNS PEAK DR LOVELAND CO 80538	970-663-5700
FCHEINCSPRINGFIEL/CREDCO	5626 RUFFIN ROAD SUITE #200 SAN DIEGO CA 92123	
FIRST PREMIER	900 DELAWARE SUITE 7TAPE ONLY SIOUX FALLS SD 571	605 357 3440
FIRST PREMIER CREDITCA	601 S MINNESOTA AVE SIOUX FALLS SD 57104	605-357-3440
HHID BANK	PO BOX 98706 LAS VEGAS NV 89193	BYMAILONLY
HOMEOWNERSLOA/HOMEOWNERS	3999 S SHERWOOD FOREST STE 2C BATON ROUGE LA 708	225 291-5577
HOMEOWNERSLOAN/TUMRTGDPT	6111 OAK TREE BLVD SUITE 400 INDEPENDENCE OH 441	216 643 3402
HOUSEHOLD BANK	1441 SCHILLING PLACE SALINAS CA 93901	
HOUSEHOLD CREDIT SERVI	12447 SW 69TH AVE TIGARD OR 97223	503 626-2612
INT BK	BOX 57 OTTAWA KS 66067	785 229-7200
INTRUST BANK	P O BOX 1 WICHITA KS 67201	316-383 1210
INTRUST BANK NA	105 N MAIN ST WICHITA KS 67202	316-383 1357
INTRUST BANK NA PREFERRE	POB 1 105 N MAIN WICHITA KS 67201	316 383 1111
KANSAS COUNSELORS IN	8725 ROSEHILL ROAD #415 LENEXA KS 66215	316 942 8335
KANSAS COUNSELORS INC	1421 N ST PAUL, WICHITA, KS 67203	316 942 8335
NORTHLAND GROUP INC	7831 GLENROY RD EDINA MN 55439	BYMAILONLY
PLATINUMMORTGAGE/QVRMTG	15301 W 87TH ST PK SUITE 245 LENEXA KS 66219	913 599-1551
QUALITY MRTG RPRTING	15301 W 87TH ST PKWY #24 LENEXA KS 66219	913 599 1551
ROYAL MORTGAGE CR RPTG	6400 GLENWOOD ST STE 306 SHAWNEE MISSION KS 6620	913 362 7627
STANDARD FED	2600 W BIG BEAVER TROY MI 48084	
STANDARD FEDL BK/FHLMC	2600 W BIG BEAVER RD TROY IT 48084	BYMAILONLY
SW BELL	2000 AMERITECH CEN HOFFMAN ESTATE IL 60196	
TRANSUNION RESID CP SO	PO BOX 31423 INDEPENDENCE OH 44131	866-871 0390
UNITED CONSUMER FIN SVC	865 BASSETT WESTLAKE OH 44145	440 835 3230
UNITED CONSUMER FINA	865 BASSETTE RD WESTLAKE OH 44145 1194	
UNITED CONSUMER FINL S	865 BASSETT RD WESTLAKE OH 44145	440 835 3230
VALENTINE & KEBARTAS	360 MERRIMACK STREET LAWRENCE MA 01843	(978) 975-0799
VALENTINE & KEBARTAS INC	360 MERRIMAC ST LAWRENCE MA 01843	
WASHINGTON MUTUAL	3200 SW FRWY PT1418 HOUSTON TX 77027	

*** END OF REPORT 10/8/2002 12 18 06 PM ***

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