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

In re	)	Chapter 11
	)	
Conseco Finance Corp ,[1]	)	Case No 02-49675
	)	(Jointly Administered)
Debtor	)	
	)	The Honorable Carol A Doyle
	)	

STIPULATION AND AGREED ORDER BETWEEN THE PLAN ADMINISTRATOR OF THE CFC ESTATE AND HOUSEHOLD FINANCIAL SERVICES, INC ALLOWING CLAIM NO. 49672-004156

The Plan Administrator, on behalf of the Post-Consummation Estate of the Finance Company Debtors (the "CFC Estate")[2] and Household Financial Services, Inc and certain affiliated entities (collectively, "Household")[3] state as follows for this *Stipulation and Agreed Order Between The Plan Administrator of the CFC Estate and Household Financial Services Inc* ("Stipulation")

RECITALS

WHEREAS, Household filed certain proofs of claim against the CFC Estate, as more fully described in Exhibit A, attached hereto (the "Claims"),

WHEREAS, subject to the terms set forth below, this Stipulation resolves all claims of Household against the CFC Estate arising from the Claims, including any right to payment not provided for within this Stipulation or right to an equitable remedy, whether or not such right is

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

[2] Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Plan

[3] The following entities are affiliated with Household Financial Services Inc (i) Household Bank FSB (ii) Household Finance Corp II (iii) Household Finance Corp III, (iv) Household Financial Corp of California, (v) Household Financial Realty Corp of NY, (vi) Household Industrial Finance Company (vii) Household Industrial Loan Company of Iowa (viii) Household Mortgage Funding Corp III (ix) Household Realty Corp, (x) Household Realty Corp of Virginia and (xi) Mortgage One Corp d/b/a HFC Mortgage Corp

reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal equitable, secured or unsecured relating to the Claim,

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

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

1 Household's Claim No 49675-004156 shall be deemed an allowed claim in the amount of $343,500 00 (the "Allowed Claim") in full and complete satisfaction of any and all claims that Houschold and it's affiliated companies may have now or in the future against the CFC Estate, which amount shall be treated as a pre-petition, general unsecured claim to be paid in accordance with the terms set forth in the Plan

2 Upon the Court's entry of a final order approving this Stipulation, Household's Allowed Claim will be deemed reduced and allowed in the amount of $343,500 00 and be distributed as set forth in the Plan, all remaining Claims listed in Exhibit A will be disallowed for all purposes

3 With the exception of the Allowed Claim, listed on the claim register as Claim No 49675-004156, Household is deemed to have released all of the Claims described in Exhibit A and any other claims related in any way to any remaining amounts owed to Household by the Finance Company Debtors or the CFC Estate To this end, upon the execution of this Stipulation by Household, Household shall be deemed to have unconditionally released the CFC Estate, affiliates of the CFC Estate, and their professionals (collectively, the "Released Parties") from any and all claims (as defined in section 101(5) of the Bankruptcy Code), obligations, rights,

suits, damages, remedies and liabilities, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that Household may have against the Released Parties

4 This Stipulation may be executed in counterparts and by facsimile, and all such counterparts shall constitute one stipulation

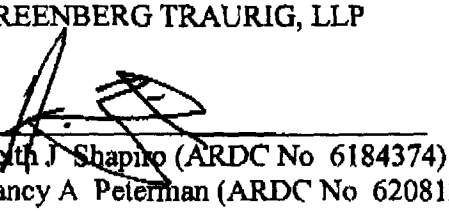
5 This Stipulation constitutes the entire agreement between the parties with respect to the subject matter hereof No prior or contemporaneous agreement may be used to alter the terms of the Stipulation

6 The signatories to this Stipulation represent and warrant that they have been duly authorized to execute this Stipulation

7 This Stipulation is subject to the approval of the Bankruptcy Court The parties agree to use reasonable commercial efforts to obtain the approval of the Bankruptcy Court as soon as possible

Chicago, Illinois
April _____, 2004

Respectfully submitted,
GREENBERG TRAURIG, LLP

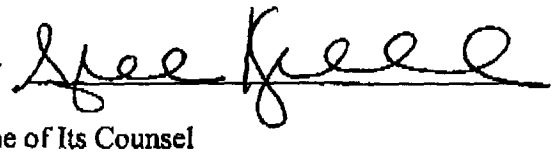


Keith J Shapiro (ARDC No 6184374)
Nancy A Peterman (ARDC No 6208120)
Andre L Zafrani (ARDC No 6256903)
Greenberg Traurig, P C
77 West Wacker Drive, Suite 2400
Chicago, Illinois 60601
Phone 312-456-8400
Fax 312-456-8435

Counsel For The Plan Administrator
of the CFC Estate

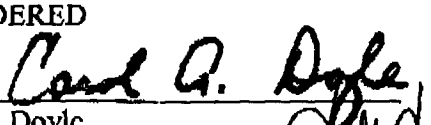
Chicago, Illinois
April 26, 2004

Household Financial Services, Inc [4]
by

By 

One of Its Counsel
Synde B Keywell (ARDC No 6185620)
Neal, Gerber & Eisenberg, LLC
Two North LaSalle, Suite 2200
Chicago, Illinois 60602

SO ORDERED



Carol A Doyle
United States Bankruptcy Judge

Chicago, Illinois
~~April _____, 2004~~ May 19, 2004

[4] See Footnote No 3

EXHIBIT A

Creditor Filing Response	Claim No(s). Affected	Claim Amount
Household Financial Services, Inc	49675-004156	$448,189 89
Household Financial Services, Inc	49675-002703	$626,930 82
Household Bank FSB	49675-002702	$1,374 58
Household Bank FSB	49676-001589	$561 60
Household Finance Corp II	04703-000042	$215 61
Household Finance Corp II	49675-004153	$14,121 01
Household Finance Corp II	49676-001590	$12,622 93
Household Finance Corp III	49675-004158	$93,691 74
Household Finance Corp III	49676-001596	$85,585.20
Household Finance Corporation III	49675-004150	$284,833 39
Household Finance Corporation III	49676-001597	$171,790 75
Household Financial Corp of California	49675-004152	$12,324 54
Household Financial Corp of California	49676-001591	$10,381 66
Household Financial Realty Corp of NY	04701-000031	$4,937 00
Household Financial Realty Corp of NY	49675-004157	$7,820 56
Household Industrial Finance Company	49675-004154	$7,718 19
Household Industrial Finance Company	49676-001587	$7,072 55
Household Industrial Finance Company	04703-000040	$5,357 75
Household Industrial Loan Company of Iowa	49676-001588	$369 95
Household Mortgage Funding Corp III	49676-001592	$737 10
Household Mortgage Funding Corp III	49675-004155	$6,849 93
Household Realty Corp	49675-004151	$8,679 72
Household Realty Corp	49676-001594	$8,187 16
Household Realty Corp of Virginia	49676-001593	$2,999 12
Mortgage One Corp d/b/a HFC Mortgage Corp	49675-001595	$1,272 45

Form B10 (Official Form 10)

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

PROOF OF CLAIM Chapter
Trustee ☐ 13 X 11 ☐ 7 ☐ Other____

Name of Debtor Conseco Finance Servicing Corp	Case Number 02-49676 CAD	*(This space for court use)*

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 Section 503

Name of Creditor (The person or other entity to whom the debtor owes money or property) Household Mortgage Funding Corp III	☐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 XCheck box if the address differs from the address on the envelope sent to you by the court
Name & address where notices should be sent Keywell & Associates 11 South LaSalle Street Suite 840 Chicago Illinois 60603 Telephone number 312-641 9662	
Account or other number by which creditor identifies debtor	Check here if this claim ☐replaces ☐amends a previously filed claim dated _____

1 BASIS FOR CLAIM
- ☐ Goods sold
- ☐ Services performed
- ☐ Money loaned
- ☐ Personal injury/wrongful death
- ☐ Taxes
- X Other Bulk Continuing Loan Purchase Agreement

☐ Retiree benefits as defined in 11 U S C § 1114(a)
☐ Wages salaries and compensation (FILL OUT BELOW)
Your Social Security #_____ _____ _____
Unpaid compensation for services performed from
(date)_____To_____(date)

2 Date debt was incurred September 7 2001 **3 If court judgment, date obtained**

4 Total amount of claim at time case filed $ 737.10
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 an itemized statement of all interest or additional charges

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

Brief description of collateral
☐Real Estate ☐ Motor Vehicle
☐Other _____

Value of collateral $_____

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

6 Unsecured Priority Claim
☐Check this box if you have an unsecured priority claim
Amount entitled to priority $_____
Specify the priority of the claim
- ☐Wages salaries or commissions up to **$4,650*** earned within 90 days before filing of the bankruptcy petition or cessation of the debtor s business whichever is earlier 11 U S C § 507(a)(3)
- ☐Contributions to an employee benefit plan 11 U S C § 507(a)(4)
- ☐Up to **$2,100*** of deposits toward purchase lease or rental of property Or services for personal family or household use 11 U S C § 507(a)(6)
- ☐Alimony, maintenance or support owed to a spouse former spouse or child 11 U S C § 507(a)(7)
- ☐Taxes or penalties owed to governmental units 11 U S C § 507(a)(8)
- ☐OTHER Specify applicable paragraph of 11 U S C § 507(a)(___)

***Amounts are subject to adjustment on 4/1/98 and every three years thereafter with respect to cases commenced on or after the date of adjustment**

7 Credits The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim
8 Supporting documents *Attach copies of supporting documents* such as promissory notes purchase orders invoices itemized statements of running accounts contracts court judgments mortgages security agreements and evidence of perfection of lien DO NOT SEND ORIGINAL DOCUMENTS If the documents are not available explain If the documents are voluminous attach a summary
9 Date-Stamped copy To receive an acknowledgment of the filing of your claim enclose a stamped self addressed envelope and a copy of this proof of claim

(This space for court use)

FILED
MAY 21 2003
BMC

Conseco Finance Servicing Claim
49676001592

Date 5/20/03

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)

By Synde B Keywell, attorney
Synde B Keywell attorney on behalf of Household Mortgage Funding Corp III

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

USBC form effective 04 01-01

Pursuant to a Bulk Continuing Loan Purchase Agreement dated September 7, 2001, (the "Agreement") by and between Household Financial Services, Inc and JV Mortgage Capital L P (collectively, "Household") and Conseco Finance Corp Conseco Finance Servicing Corp , Conseco Finance Corp-Alabama, Conseco Finance Loan Company, Conseco Finance Credit Corp , and Conseco Finance Consumer Discount Company (collectively the "Debtors"), the Debtors sold and Household and/or affiliated entities purchased portfolios of fixed and adjustable rate residential mortgage loans

Pursuant to Section 2 5 of the Agreement, Debtors agreed to refund certain amounts to Household if a loan purchased by Household was prepaid in full, other than by a refinancing by Household or any of its subsidiaries or affiliates within twelve (12) months of the purchase date of the loan in question The attached schedule reflects the amounts owed by the Debtors to Household pursuant to Section 2 5 of the Agreement for the loans identified on the schedule

Household Mortgage Funding Corp III
Early Loan Payoff Premium Recapture Report
Conseco Finance Servicing Corp

State	Household Loan #	Customer Name	Old Loan No	Lien	Funding Date	Transfer Balance	Days to PIF	PIF Date	Recapture Percent	Premium Lost	Prepay Penalty Collected	Net Recapture Amount	Pool ID	Seller Entity	Household Booking Entity
NC	6167027	REEVES R	6912735310	1	03/28/2002	101 088 00	308	01/30/2003	16 70%	737 10	0	737 10	3053749934	Conseco Finance Servicing Corp	Household Mortgage Funding Corp III
Net Recapture Amount for Conseco Finance Servicing Corp												737 10			