FORM B10 (Official Form 10)(4/01)

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF ILLINOIS

PROOF OF CLAIM

Name of Debtor	Case Number 02-49676-CAD
Conseco Finance Servicing Corp	(Jointly Administered under No 02 B 49672)

THIS SPACE FOR COURT USE ONLY

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 for an administrative expense may be filed pursuant to 11 U S C §503

Name of Creditor (The person or other entity to whom the debtor owes money or property)
21st Mortgage Corporation

Name and address where notices should be sent
Eleanor G McDonald
414 Union Street Suite 1600
Nashville, Tennessee 37219
Telephone Number (615) 252-2323

[ ] 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 the address differs from the address on the envelope sent to you by the court

Account or other number by which creditor identifies debtor

Check here [ ] replaces
if this claim [X] amends a previously claim, dated May 2, 2003

1 Basis for Claim
[ ] Goods Sold
[ ] Services performed
[ ] Money loaned
[ ] Personal injury/wrongful death
[ ] Taxes
[X] Other Breach of contract

[ ] Retiree Benefits as defined in 11 U S C §1114(a)
[ ] Wages, salaries, and compensation (fill out below)
Your SS # _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2 Date debt was incurred See attached

3 If court judgment, date obtained N/A

4 Total Amount of Claim at Time Case Filed **$16,077,917 54**
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 interests or additional charges

5 Secured Claim
[X] Check this box if your claim is secured by collateral (including a right of set off)
Brief Description of Collateral
[ ] Real Estate [ ] Motor Vehicle
[X] Other holdback funds

Value of Collateral $ 825,000 00

Amount of Arrearage and other charges at the 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 $4000) * 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)(4)
[ ] Contributions to an employee benefit plan 11 U S C §506(a)(4)
[ ] Up to $1 800* 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 owned to a spouse former souse 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 every3 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-address envelop and copy of this proof of claim

THIS SPACE FOR COURT USE ONLY

FILED

MAY 30 2003

BMC

Conseco Finance Servicing Claim
49676001747

Date	Sign and print name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)
May 29 2003	Eleanor G McDonald Attorney

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

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement is entered into as of November 27, 2002, by and among Conseco Finance Servicing Corp , a Delaware corporation ("CFSC "), Conseco Finance Corp , a Delaware corporation ("CFC"), Conseco Finance Corp-Alabama, a Delaware corporation ("CFCA"), Conseco Finance Credit Corp , a New York corporation ("CFCC"), Conseco Finance Consumer Discount Company (CFCDC") a Pennsylvania corporation, and Conseco Finance Loan Company, a Minnesota corporation ("CFLC ") (each, a "Seller and collectively the "Sellers"), and 21st Mortgage Corporation, a Delaware corporation ("Buyer")

WHEREAS, Sellers desire to sell and Buyer desires to purchase all of Sellers' right title and interest in and to certain retail installment sales contracts and installment loan agreements secured by first priority liens on Manufactured Homes (as defined below), and in certain cases, the lien upon the real estate upon which a Manufactured Home is situated, in accordance with the terms and conditions set forth herein,

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, Buyer and Sellers hereby agree as follows

ARTICLE 1
DEFINITIONS

Whenever used herein, the following words and phrases unless the context otherwise requires, will have the following meanings

Affiliate As to any specified Person, any other Person controlling or controlled by or under common control with such specified Person For the purposes of this definition, "controls, " when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise and the terms ' controlling ' or "controlled" have meanings correlative to the foregoing

Agreement This Purchase and Sale Agreement, together with all exhibits and schedules hereto and all subsequent written amendments and supplements hereto and thereto

Blanket Assignment and Bill of Sale The Blanket Assignment and Bill of Sale in the form attached hereto as Exhibit A

Breach Notice As defined in Section 5 3 of this Agreement

Business Day Any day other than a Saturday or Sunday, or a day on which national banking institutions in Tennessee are authorized or obligated by law or executive order to be closed

Buyer As defined in the first paragraph of this Agreement

Closing The consummation of the transactions contemplated to take place under this Agreement on the Closing Date

Closing Date November 27 2002

Contracts Retail installment sales contracts or installment loan agreements evidencing an Obligor's obligation to pay the indebtedness provided for therein and evidencing the respective security interest in a Manufactured Home and, in some cases, in the real estate upon which the Manufactured Home is located, which Contracts are to be sold and assigned by the Sellers to the Buyer and which are set forth in the Schedule of Contracts and are the subject of this Agreement. The Contracts include, without limitation, all related Security Instruments and security interests created thereby and any and all rights to receive payments (including principal, interest and fees) pursuant thereto from and after the Cut-Off Date but exclude any rights to receive payments which are received prior to and including the Cut-Off Date and applied prior to and including the Cut-Off Date

Contract File The documents described in Section 9 3(a) of this Agreement

Contract Rate With respect to a Contract, the annualized rate of interest to be paid by an Obligor, as stated in a Contract

Conveyed Property As defined in Section 2 1(a) of this Agreement

Cut-Off Date The close of business on November 26, 2002

Damages With respect to a Person and a specified event or claim, the actual losses, damages, liabilities reasonable costs and expenses (including reasonable attorneys' fees and expenses) incurred by such Person resulting or arising from such specified event or claim (including third party claims)

Holdback Amount As defined in Section 3 2 of this Agreement.

Holdback Period As defined in Section 3 2 of this Agreement

Land-and-Home Contract A Contract that is secured by a Mortgage on real estate on which the related Manufactured Home is situated, and which Manufactured Home is considered or classified as part of the real estate under the laws of the jurisdiction in which it is located

Manufactured Home A unit of manufactured housing, including all accessions thereto, securing the indebtedness of an Obligor under the related Contract

Mortgage A mortgage, deed of trust, security deed or similar evidence of lien, creating a first lien on an estate in fee simple in real property securing each Land-and-Home Contract, and in certain cases, other Contracts

Mortgaged Property The real property (including improvements and fixtures thereto) subject to the lien of a Mortgage

Obligor The Person or Persons who is indebted under a Contract or who has acquired a Manufactured Home subject to such Contract

Parent Conseco Finance Corp , a Delaware corporation and direct parent of each of the Sellers

Parent Guaranty As defined in Section 9 3(e) of this Agreement

Person Any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereto), unincorporated organization or government or any agency or political subdivision thereof

Purchase Price Eighty seven and three quarters percent (87 75%) of the aggregate outstanding principal balance of the Contracts and fifty percent (50%) of the aggregate outstanding principal balance of the Repo Refi Contracts purchased by Buyer pursuant to this Agreement as of the Cut-Off Date plus accrued but unpaid interest payable on each Contract as of the Cut-Off Date, not to exceed more than 30 days accrued interest for each such Contract

Repo Refi Contract A Contract which evidences the financing of the purchase of a repossessed Manufactured Home

Repurchase Price As defined in Section 5 3 of this Agreement

Schedule of Contracts The schedule listing the Contracts to be purchased by Buyer on the Closing Date in the form attached to this Agreement as Exhibit B, and delivered in accordance with Section 9 1 of this Agreement

Security Instrument A manufacturer's certificate or statement of origin, certificate of title Uniform Commercial Code financing statement, mortgage, contract or security agreement duly filed and/or recorded, as required in state and/or town/city/county offices, as appropriate, evidencing Seller's perfected first priority security interest in a Manufactured Home and, if applicable, the real property on which a Manufactured Home is located and the applicable mortgage, trust deed, deed of trust or other security agreement evidencing Seller's lien on such real property

Servicing Transfer Date As defined in Section 7 2 of this Agreement.

Seller and Sellers As defined in the first paragraph of this Agreement

Unpaid Principal Balance With respect to a Contract as of a date of determination, the Obligor's original principal balance minus the cumulative principal portion of each installment received prior to such date from the Obligor and applied to reduce such balance, the application of such installment having been determined in accordance with the terms and conditions of the Contract

ARTICLE 2
PURCHASE AND SALE

2 1 **Purchase and Sale** (a) Subject to the terms and conditions set forth in this Agreement, on the Closing Date the Sellers hereby agree to sell, assign, transfer, set over and convey to Buyer, and Buyer agrees to accept, without recourse but subject to the terms of this Agreement all of each Seller s right title and interest in and to (i) the Contracts described in the Schedule of Contracts (including, without limitation the Security Instruments and security interests created thereby), including all principal and interest payments with respect to and fees imposed pursuant to such Contracts received on or after the Cut-off Date, (ii) all of the rights under any hazard insurance policy relating to a Manufactured Home and/or mortgaged property securing any such Contract for the benefit of the creditor of such Contract, (iii) all rights in pending foreclosure, bankruptcy or collection proceedings, (iv) any deposits and escrowed amounts for insurance, taxes or other expenses related to the Contracts, (v) all documents contained in the related Contract Files and servicing files and (vi) all proceeds derived from any of the foregoing, other than the Purchase Price paid to Sellers pursuant to this Agreement (collectively referred to herein as the 'Conveyed Property")

(b) As of the Closing Date, the ownership of the Conveyed Property and the contents of the related Contract Files shall be vested in Buyer free and clear of all liens, claims and encumbrances Sellers shall not take any action inconsistent with Buyer's ownership of the Conveyed Property, and Sellers shall promptly indicate to all inquiring parties that the Conveyed Property has been sold, transferred, assigned, set over and conveyed to Buyer, and Sellers shall not claim any further ownership interest in the Conveyed Property

(c) Each of the parties hereto will treat the transactions contemplated by this Agreement for all purposes (including tax and financial accounting purposes) as a sale of the Conveyed Property by the Sellers to the Buyer Although the parties intend that the conveyance of the Sellers' right, title and interest in and to the Conveyed Property to Buyer pursuant to this Agreement shall constitute a sale thereof and not a financing, if such conveyance is deemed to be a financing, the parties intend that the rights and obligations of the parties to such financing shall be established pursuant to the terms of this Agreement If, notwithstanding the foregoing, the transactions contemplated hereby should be deemed a financing, the parties intend and agree that Sellers shall be deemed to have granted to Buyer, and Sellers hereby do grant to Buyer, a perfected first priority lien security interest in all of the right, title and interest in to and under the items of Conveyed Property, and that this Agreement shall constitute a security agreement under applicable law

(d) Each of the Sellers hereby acknowledges, agrees, represents and warrants that the conveyance of the Conveyed Property for the consideration stated in this Agreement is a transfer for sufficient value and consideration and that the transfer is not an avoidable conveyance under any applicable state or federal fraudulent conveyance laws

2 2 **Filing Name Change or Relocation** (a) On or prior to the Closing Date, Sellers shall cause to be filed in the office of the Secretary of the State in which such Seller is incorporated, UCC-1 financing statements (each, a 'Financing Statement") describing the Conveyed Property being transferred (including a list of the Contracts) on such Closing Date and naming the applicable Seller as Seller" and the Buyer as 'Purchaser ' Each Financing Statement shall bear a statement on the face thereof indicating that the parties intend each Financing Statement to evidence a true sale of the Conveyed Property, but if the transaction is recharacterized as a loan from the described Purchaser to the described Seller the Financing Statement is to perfect the described Purchaser's security interest in the Conveyed Property The Buyer, at its discretion, may cause to be filed continuation statements for the foregoing described Financing Statement, and Sellers shall execute such documents and take such actions as reasonably requested by Buyer to file such continuation statements

(b) Each Seller hereby represents and warrants that its state of incorporation is as stated in the preamble on the first page of this Agreement. No Seller shall change its name, identity or structure or relocate its principal executive office or change its state of incorporation without first giving notice to Buyer If any change in a Seller's name, identity or structure or the relocation of its principal executive office would make the Financing Statement seriously misleading under the Uniform Commercial Code, such Seller shall file such amendments as may be required to preserve and protect Buyer's interests in the Conveyed Property

ARTICLE 3
PURCHASE PRICE

3 1 **Purchase Price for Contracts** At Closing and subject to the conditions set forth herein, Buyer agrees to pay Sellers the Purchase Price for the Contracts purchased pursuant to this Agreement, subject to the provisions regarding holdback in Section 3 2 below The Purchase Price (less the holdback described in Section 3 2) shall be delivered via wire transfer by Buyer to the account(s) designated by the Sellers in writing Any Land-and-Home Contract to be purchased by Buyer that does not have a recorded, enforceable assignment in favor of the Buyer as listed on Exhibit 3 1 will be excluded from the Schedule of Contracts and Schedule of Repo Refi Contracts Buyer will wire the portion of the Purchase Price attributable to each Land-and-Home Contract secured by Mortgaged Property upon receipt of a recorded, enforceable assignment in favor of Buyer for that Contract While most of the Contracts are owned by CFSC, certain of the Contracts are owned by the other Sellers, and following receipt of such funds representing the Purchase Price into the account(s) designated by Sellers, the Sellers shall allocate the Purchase Price as set forth on the Schedule of Contracts whereby each Seller shall be paid the respective portion of the Purchase Price for the Contracts which such Seller sold to Buyer, and Sellers are responsible for such allocation.

3 2 **Holdback** The amount of the Purchase Price payable at the Closing shall be reduced by $500,000 (the "Holdback Amount') and held by Buyer for a period of 180 days following the Closing Date (the Holdback Period") for the purposes of partially securing (but in no way limiting) Sellers representations, warranties indemnities and other obligations under this Agreement and any other closing documents delivered in connection with this Agreement In the event that during the Holdback Period, Buyer determines in good faith that it or any other party set forth in Section 10 1 is entitled to indemnification or other payment from any or all the Sellers under this Agreement, Buyer will give written notice (each a "Holdback Claim Notice") to CFSC or any other Seller stating in reasonable detail the basis for such claim and Buyer shall have the right to setoff and forever retain from the Holdback Amount the amount specified in Buyer s original notice, provided, however, if any Seller delivers to Buyer written notice that such Seller disputes Buyer's right to indemnification or other payment to be offset from the Holdback Amount within three (3) Business Days of delivery of the respective Holdback

Claim Notice to such Seller, Buyer shall hold such amount until such dispute is resolved amicably or, if such dispute cannot be resolved amicably within ten (10) Business Days following delivery of Seller's written dispute notification to Buyer, then such dispute shall be resolved pursuant to Section 13 10 hereof Following the termination of the Holdback Period, Buyer shall pay the balance, if any, of the Holdback Amount (less any amount which has been offset by Buyer or is under dispute as set forth in the immediately preceding sentence) to Sellers to an account designated by the Sellers or CFSC on behalf of the Sellers During the Holdback Period, the Holdback Amount (less any amount which is offset by Buyer) shall accrue interest at an annual rate equal to the one-month LIBOR rate as published in the Wall Street Journal "Money Rates ' section on Closing Date, and such interest (less any amount which is offset by Buyer) shall be payable by Buyer to Sellers to an account designated by the Sellers or CFSC on behalf of the Sellers (prorated on a per annum basis for the number of days which actually elapse during the Holdback Period divided by 365) promptly following the end of the Holdback Period In the event of a claim under this Agreement by Buyer, Buyer shall also have the right to offset any such interest amounts which may be owed to Seller(s)(as provided in the immediately preceding sentence) against such amounts which may be owed to Buyer by any Seller(s)

3 3 **Certain Taxes and Fees** All sales, transfer, documentary, stamp, recording and other similar taxes and/or fees which may be due or payable in connection with the sale of the Conveyed Property pursuant to this Agreement shall be borne by the Sellers Sellers shall be responsible for payment of all legal expenses incurred by Sellers prior to Closing as such expenses relate to the Conveyed Property including without limitation, legal expenses related to collection of the Contracts

ARTICLE 4
TRANSFER

4 1 **Transfer Documentation and Notice** (a) Sellers shall, at Sellers' expense, notify the Obligors of the transfer of servicing rights with respect of the Conveyed Property to Buyer in accordance with Section 7 2

(b) Each Seller shall deliver to Buyer on or before the Closing a power of attorney substantially in the form of Exhibit F hereto, authorizing Buyer to, among other things, to take such action as may be necessary to more fully vest Buyer's right, title and interest in the Conveyed Property

(c) Sellers or such Sellers' agent shall deliver to the applicable insurors (on behalf of the Obligors) notification to change the loss payee on the respective hazard insurance policy for each Contract to "Buyer and its assigns

(e) With respect to each Land-and-Home Contract or any other Contract secured by a mortgaged property, on or before each Closing, Seller, at Seller's expense, shall deliver to Buyer the original recorded mortgage, the original assignment, if any, and any intervening assignment of the mortgage, each with evidence of recording thereon, showing Seller as mortgagee or the complete recorded chain of assignment of the mortgage from origination to Seller, together with an individual assignment to Buyer for each mortgage, duly executed and in recordable form for the jurisdiction in which the mortgaged property is located

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SELLERS

5 1 **Seller Representations and Warranties** Sellers hereby jointly and severally represent and warrant to Buyer, as of the Closing Date, as follows

(a) Organization and Good Standing Each of the Sellers and Parent is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the corporate power to own its assets and to transact the business in which it is currently engaged Each of the Sellers and Parent is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction in which the character of the business transacted by it or properties owned or leased by it requires such qualification and in which the failure so to qualify would have a material adverse effect on the Conveyed Property or the business, properties, assets or condition (financial or other) of any Seller or Parent

(b) Authorization, Binding Obligations Each Seller and Parent has the power and authority to make, execute, deliver and perform this Agreement and all of the transactions contemplated under this Agreement and has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement When executed and delivered, this Agreement will constitute the legal, valid and binding obligation of each Seller enforceable against such Seller in accordance with its terms except as enforcement of such terms may be limited by bankruptcy insolvency or similar laws affecting the enforcement of creditors' rights generally and by the availability of equitable remedies When executed and delivered, the Parent Guaranty will constitute the legal, valid and binding obligation of Parent enforceable against Parent in accordance with its terms, except as enforcement of such terms may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors rights generally and by the availability of equitable remedies

(c) No Consent Required None of the Sellers nor the Parent are required to obtain the consent of any other party or any consent, license, approval or authorization from or registration declaration or filing with, any governmental authority bureau or agency in connection with the execution, delivery, performance, validity or enforceability of this Agreement and the Parent Guaranty

(d) No Violations The execution, delivery and performance of this Agreement by each Seller will not violate any provision of any existing law or regulation or any order or decree of any court or the Articles or Certificate of Incorporation or Bylaws of such Seller, or constitute a material breach of any mortgage, indenture, contract or other agreement to which Seller is a party or by which Seller may be bound The execution, delivery and performance of the Parent Guaranty by Parent will not violate any provision of any existing law or regulation or any order or decree of any court or the Articles or Certificate of Incorporation or Bylaws of Parent, or constitute a material breach of any mortgage, indenture contract or other agreement to which Parent is a party or by which Parent may be bound.

(e) Litigation Except as disclosed on Schedule 5 1(e) hereto, no litigation or administrative proceeding of or before any court, tribunal or governmental body is currently pending, or threatened, against any Seller or any of its properties or with respect to this Agreement which, if adversely determined, would have a material adverse effect on the transactions contemplated by this Agreement or the Contracts Except as disclosed on Schedule 5 1(e) hereto, no litigation or administrative proceeding of or before any court, tribunal or governmental body is currently pending, or threatened, against Parent, its Affiliates or any of their respective properties or with respect to this Agreement or the Parent Guaranty which, if adversely determined, would have a material adverse effect on the transactions contemplated by this Agreement, the Contracts or the Parent Guaranty

(f) Approvals, Licensing Each Seller was duly licensed, registered and qualified to do business in each applicable state at the time each Contract was written, to the extent such licensing, registration and qualification was required by applicable law, including the states set forth on Schedule 5 1(f) hereto Each Seller is currently duly licensed registered and qualified to do business in each state in which Contracts were originated, to the extent such licensing, registration and qualification is required by applicable law Except as set forth on Schedule 5 1(f) hereto, all actions, approvals, consents, waivers exemptions, variances, franchises, orders, permits, authorizations, rights and licenses required to be taken given or obtained, as the case may be, by or from any federal, state or other governmental authority or agency, that are necessary or advisable in connection with the execution and delivery by each such Seller of this Agreement and other documents to be entered into in connection herewith, and the execution and delivery by Parent of the Parent Guaranty and other documents to be entered into in connection herewith, have been duly taken, given or obtained, as the case may be, are in full force and effect, are not subject to any pending proceedings or appeals (administrative, judicial or otherwise) and either the time within which any appeal therefrom may be taken or review thereof may be obtained has expired or no review thereof may be obtained or appeal therefrom taken, and are adequate to authorize the consummation of the transactions contemplated by this Agreement and the Parent Guaranty and the other documents to be entered into in connection herewith on the part of each Seller and Parent and the performance by each Seller and Parent of their obligations hereunder and thereunder

(g) Brokerage or Finder's Fees Broker or finder's fees, or similar payments whatsoever called, due to other Persons by the Sellers shall be payable by the Seller, and broker or finder's fees, or similar payments whatsoever called, due to other Persons by the Buyer shall be payable by the Buyer

(h) Bulk Transfer Laws The transfer, assignment and conveyance of the Conveyed Property by Sellers pursuant to this Agreement is not subject to the bulk transfer or any similar statutory provisions in effect in any applicable jurisdiction

(i) Tax Matters All federal, state and local tax returns and reports required as of the date hereof to be filed by each Seller and Parent and their respective subsidiaries for taxable periods ending prior to the date hereof have been duly and timely filed by each Seller and Parent and their respective subsidiaries with the appropriate governmental agencies, and all such returns and reports are true, correct and complete in all material respects All federal, state and local income, profits, franchise, sales, use, occupation property, excise, payroll withholding, employment, estimated and other taxes of any nature, including interest, penalties and other additions to such taxes ("Taxes"), payable by, or due from, each Seller and Parent and their respective subsidiaries for all periods prior to the date hereof have been fully paid or adequately reserved for by each Seller and Parent and their respective subsidiaries or, with respect to Taxes required to be accrued, each Seller and Parent have properly accrued or will properly accrue such Taxes in the ordinary course of business consistent with past practice of each Seller and Parent Accruals for Taxes reflected on the books of each Seller and Parent and their respective subsidiaries at Closing will be adequate to pay all Taxes which thereafter become due with respect to each Seller and Parent and their respective subsidiaries or their assets or operations with respect to periods prior to Closing No liens, claims or encumbrances for unpaid Taxes owed by any of the Sellers or their direct or indirect affiliates shall attach to or affect the Conveyed Property Each Seller has within the time prescribed by applicable law, rule or regulation transmitted to the Internal Revenue Service and to each Obligor a Form 1098 or other form approved by the Internal Revenue Service setting forth the amount of interest paid by such Obligor to each Seller during each calendar year preceding calendar year 2002

(j) Powers of Attorney There are no persons, firms, associates corporations, business organizations or other entities holding general or special powers of attorney from any Seller with respect to the Conveyed Property

(k) Deliveries All Contracts, Contract Files documents, files and other items to be delivered by the Sellers pursuant to this Agreement shall be delivered to Buyer in a timely manner in accordance with the terms of this Agreement Each certificate of an officer, statement furnished in writing or report delivered pursuant to the terms hereof by any Seller, including any certificates relied on by legal counsel for Sellers and Parent in furnishing the legal opinions required by Section 9 3 hereof, is true and correct in all material respects

(l) Solvency of Sellers None of the Sellers is insolvent, nor will any Seller be made insolvent by the transfer of the Contracts, nor does any Seller contemplate any pending insolvency The Purchase Price paid to each Seller for the Conveyed Property represents fair market value and constitutes reasonably equivalent value for purposes of Title 11 United States Code §548

(m) Solvency of Parent Parent is not insolvent, nor will Parent be made insolvent by the transfer of the Contracts or the execution and delivery of the Parent Guaranty

(n) Financial Statements Schedule 5 1(n) attached hereto includes an audited balance sheet of the Parent as of the fiscal years ended December 31, 2001 and December 31, 2000, respectively, and the related audited statements of income and cash flows for the respective periods then ended, on both a consolidated and consolidating basis, and unaudited financial statements of Parent for the six month period ended as of June 30, 2002 (the "Parent Financial Statements") and also includes an audited balance sheet of CFSC as of the fiscal years ended December 31, 2001 and December 31, 2000, respectively, and the related audited statements of income and cash flows for the fiscal years then ended, and unaudited financial statements of CFSC for the six month period ended as of June 30, 2002 (the ' CFSC Financial Statements") The Parent Financial Statements, the CFSC Financial Statements and Parent as set forth in its most recent annual 10-K report for fiscal year ending December 31, 2001 and Form 10-Q quarterly report for the six month period ended June 30, 2002, fairly present the assets, liabilities, financial condition, and results of operations of the Parent, and CFSC as at the respective dates thereof and for the periods therein referred to, all in accordance with generally accepted United States accounting principles consistently applies

5 2 **Representations and Warranties With Respect to Contracts** For each Contract purchased by Buyer, the Sellers jointly and severally hereby represent and warrant to Buyer that

(a) Schedule of Contracts As of the Closing Date, the information set forth in the Schedule of Contracts is true and correct The Schedule of Contracts accurately reflects the applicable owner of each Contract (whether it be CFSC, CFC, CFCA, CFCC, CFCDC or CFLC) immediately prior to Closing, and such owner shall be the applicable Seller of such Contract to Buyer for purposes of this Agreement A sub-schedule of each Land-and-Home Contract, together with its respective Unpaid Principal Balance as of the Cut-Off Date, is set forth in Schedule 5 2(a) LHM hereto A sub-schedule of each Contract in which the security therefor includes a previously repossessed Manufactured Home ("Repo-Fi "), together with its respective Unpaid Principal Balance as of the Cut-Off Date, is set forth in Schedule 5 2(a) Repo-F, Refi hereto

(b) Binding Obligation The Contract (including the related Security Instrument) is the legal valid and binding obligation of the Obligor thereunder and is enforceable in accordance with its terms

except as such enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditor's rights generally and by general principles of equity

(c) Insurance Coverage As of the Closing Date, the Manufactured Home securing the Contract is covered by a hazard insurance policy (naming the applicable Seller as loss payee) for an amount equal to the Unpaid Principal Balance of the Contract or the cash value of the Manufactured Home, whichever is less No force placed insurance premiums have been added to Obligor's balance under the Contract and any forced placed insurance with respect to a Contract shall be cancelled on the Closing Date

(d) Lawful Assignment The Contract was not originated in and is not subject to the laws of any jurisdiction whose laws would make the transfer of the Contract (including the related Security Instrument) pursuant to this Agreement unlawful or render the Contract (including the related Security Instrument) unenforceable

(e) Compliance with Law The Contract complies with all requirements of all federal, state and local laws, rules and regulations applicable to the Contract, including without limitation, usury, truth-in-lending, equal credit opportunity laws, consumer credit laws and lender licensing laws, including without limitation, laws relating to prepaid finance charges, origination fees, discount points and processing fees

(f) Valid Security Interest Each Contract (together with the related Security Instrument) creates a valid, subsisting and enforceable perfected first priority security interest in favor of the applicable Seller in the Manufactured Home covered thereby as security for payment of the principal balance and all other amounts owing under such Contract Upon execution and delivery of the Blanket Assignment and Bill of Sale, each Seller shall have assigned all of its right, title and interest in such Contract, including the security interest in the Manufactured Home covered thereby, to Buyer, whereupon Buyer shall have a valid and perfected and enforceable first priority security interest in the Manufactured Home covered thereby None of the Manufactured Homes securing such Contracts is deemed affixed to or part of the real property on which the Manufactured Home is situated.

Each Mortgage is a valid first lien in favor of Seller on real property securing the amount owed by the Obligor under the related Land-and-Home Contract subject only to (a) the lien of current real property taxes and assessments, (b) covenants, conditions and restrictions, rights of way, easements and other matters of public record as of the date of recording of such Mortgage, such exceptions appearing of record being acceptable to mortgage lending institutions generally in the area wherein the property subject to the Mortgage is located or specifically reflected in the appraisal obtained in connection with the origination of the related Land-and-Home Contract obtained by Seller and (c) other matters to which like properties are commonly subject which do not materially interfere with the benefits of the security intended to be provided by such Mortgage With respect to each Mortgage, the respective Mortgaged Property shall be free and clear of any mechanic's, materialmen's or similar liens, and there shall be no outstanding claims (whether known or unknown) asserted against Seller or which could be asserted against Seller or its assigns by any mechanics, materialmen, contractors or subcontractors relating to such Mortgaged Property Upon execution and delivery of the Blanket Assignment and Bill of Sale, Seller shall have assigned all of its right, title and interest in such Land-and-Home Contract and related Mortgage including the first priority security interest in the Manufactured Home covered thereby to Buyer, whereupon Buyer shall have a valid perfected and enforceable first priority lien upon the real property described in such Land-and-Home Contract

(g) Origination The Contract was either (i) originated by a manufactured housing dealer acting in the regular course of its business and was purchased by the applicable Seller in the regular course of its business for fair value (ii) originated by the applicable Seller in the regular course of its business for fair value, or (iii) originated by the applicable Seller in the regular course of its business through a broker for fair value, in each case without fraud or misrepresentation on the part of the applicable Seller, and to the best of each Seller s knowledge, on the part of the related manufactured housing dealer or broker, as the case may be

(h) Good Title None of the Sellers have sold, assigned or pledged the Contract to any Person (other than those Contracts pledged to Lehman Commercial Paper, Inc and Credit Suisse First Boston Corporation pursuant to a warehouse credit facility and held by US Bank as custodian which lien shall be released immediately prior to Closing and at closing the original Contract shall be delivered to Buyer or a custodian on behalf of Buyer) and, immediately prior to the transfer of the Contract (including any related Security Instrument) by the applicable Seller to Buyer, such Seller had good and marketable title thereto free and clear of any encumbrance, equity, loan, pledge, charge, claim or security interest and was the sole owner thereof with full right to transfer the Contract (including the related Security Instrument) to Buyer At Closing, Buyer shall be vested with good and marketable title to the Contract (including the related Security Instrument) free and clear of any encumbrance, equity loan, pledge, charge, claim or security interest. None of the Contracts has been stamped as pledged or assigned to any third party or Affiliate

(i) Equal Installments Each Contract has a fixed Contract Rate and provides for originally scheduled level monthly payments which fully amortize the loan over its term No Contract provides for accrual of interest other than in accordance with the simple interest or actuarial method, and no Contract provides for accrued interest to be deferred and added to the principal balance of the Contract

(j) Enforceability Each Contract (including the related Security Instrument) contains customary and enforceable provisions so as to render the rights and remedies of the holder thereof adequate for the realization against the collateral of the benefits of the security provided thereby

(k) One Original There is only one original executed Contract and such original executed Contract shall be delivered to Buyer on or before the Closing Date Upon delivery to Buyer at Closing, each Contract shall have an assignment to Buyer (in such form as is satisfactory to Buyer) attached to it

(l) Primary Resident At the time of origination of each Contract, to the best knowledge of Sellers based on information provided by the Obligor, the Obligors of not less than ninety-five percent (95%) of the original principal balance of the Contracts were the primary residents of the related Manufactured Home

(m) Not Real Estate With respect to each Contract (other than a Land and-Home Contract), the related Manufactured Home is not considered or classified as part of the real estate on which it is located under the laws of the jurisdiction in which it is located, and each Contract (other than a Land-and-Home Contract) constitutes chattel paper under the applicable Uniform Commercial Code

(n) Notation of Security Interest With respect to each Contract, if the related Manufactured Home is located in a state in which notation of a security interest on the title document is required or permitted to perfect such security interest, the title document shows the applicable Seller as the holder of a first priority security interest in such Manufactured Home, if the related Manufactured Home is located in a state in which the filing of a financing statement under the Uniform Commercial Code is required to perfect a security interest in manufactured housing, such filings or recordings have been duly made and

show the applicable Seller as secured party If the related Manufactured Home secures a Land-and-Home Contract, the related real property securing such Land-and-Home Contract is subject to a first priority Mortgage properly filed in the appropriate public recording office naming the Seller as mortgagee In either case, Buyer has the same rights as the secured party of record would have (if such secured party were still the owner of the Contract) against all Persons (including the applicable Seller and any trustee in bankruptcy of such Seller) claiming an interest in such Manufactured Home or related real property The original title document for the Manufactured Home noting the applicable Seller's first priority perfected lien on such certificate of title with respect to each Manufactured Home securing a Contract has been received by CFSC and will be delivered to Buyer at Closing together with the other deliveries required under this Agreement

(o) Federal Code The related Manufactured Home is a 'manufactured home" within the meaning of 42 United States Code, Section 5402(6)

(p) Qualified Mortgage for REMIC Each Contract is secured by a "single family residence ' within the meaning of Section 25(e)(10) of the Internal Revenue Code of 1986, as amended (the Code"), and is a "qualified mortgage" under Section 860G(a)(3) of the Code

(q) Refinanced Contract Some of the Contracts were Contracts in which the Obligor has refinanced such Obligor s previous manufactured home loan balance or any portion thereof

(r) Computer Tape With respect to a Contract, the computer tape made available by the Seller is complete and accurate as of its date and includes a description of such Contract that is consistent with the Schedule of Contracts and in addition such computer tape reflects the complete payment history of such Contract which is in a format acceptable to Buyer The computer tape also reflects for each Contract, the applicable NSF fee, late charge fees and any prepayment penalties/fees which may be assessed under the terms of such Contract The computer tape is in a readable format compatible with Buyer's computer systems

(s) Marking Records With respect to a Contract, by the Closing Date, each Seller will have caused the portions of the electronic ledger relating to such Contract to be clearly and unambiguously marked to indicate that such Contract is owned by Buyer

(t) Contract File With respect to a Contract by the Closing Date, the related Contract File contains the documents required to be contained therein pursuant to this Agreement, including Section 9 3 hereof

(u) Payments, Repossession, Bankruptcy As of the Cut-off Date and Closing Date, such Contract was not delinquent for more than fifty-nine (59) days, nor in bankruptcy or subject to replevin, foreclosure or repossession and the most recent scheduled payment was made by or on behalf of the respective Obligor (without any advance from any Seller or any Person acting at the request of any Seller) As of the Cut-off Date and Closing Date, (a) none of the Contracts were subject to legal proceedings against the respective Obligors nor was there any current or prior legal proceedings against any Seller, the servicer or any prior servicer or prior owner of such Contract, (c) none of the Manufactured Homes and Mortgaged Properties securing such Contracts were vacant or abandoned, and (d) none of the Contracts most recent payment(s) have been extended by CFSC, the applicable Seller or any other Person, in order to satisfy the delinquency or other representations set forth in Section 5 2 of this Agreement

(v) No Waivers The terms of the Contract have not been waived, altered or modified except by instruments or documents identified in the Contract File or in the servicing records, provided that, notwithstanding the foregoing, no such waivers alterations or modifications set forth in instruments or documents identified in the Contract File or in such servicing records (i) waive or otherwise adversely affect the regularly scheduled payments due under such Contract, (ii) adversely affect the ability of the holder of such Contract to realize upon the collateral securing such Contract, or (iii) adversely affect, contravene or nullify any representation or warranty made by any Seller pursuant to this Agreement, including the representations and warranties under Section 5 2 hereof

(w) No Defenses The Contract is not subject to (and the assignment thereof to Buyer pursuant to this Agreement will not subject the Contract to) any right of rescission, setoff, counterclaim or defense, including the defense of usury and the operation of any of the terms of the Contract or the exercise of any right thereunder will not render the Contract unenforceable in whole or in part or subject to any right of rescission, setoff, counterclaim or defense, including the defense of usury, and no such right of rescission, setoff, counterclaim or defense has been asserted with respect thereto

(x) Contract in Force The Contract has not been satisfied or subordinated in whole or in part or rescinded, and the Manufactured Home securing the Contract has not been released from the lien of the Contract in whole or in part

(y) Capacity of Parties The signature(s) of the Obligor(s) on the Contract are genuine and all parties to the Contract had full legal capacity to execute the Contract

(z) No Defaults There was or is no default, breach, violation or event permitting acceleration existing under the Contract, and no event which, with notice and the expiration of any grace or cure period, would constitute such a default, breach, violation or event permitting acceleration under such Contract None of the Sellers nor their Affiliates has waived any such default breach, violation or event permitting acceleration under such Contract except as provided in Section 5 2(v) above, provided that no such waiver (i) waives or otherwise adversely affects the regularly scheduled payments due under such Contract, (ii) adversely affects the ability of the holder of such Contract to realize upon the collateral securing such Contract, or (iii) adversely affects, contravenes or nullifies any representation or warranty made by any Seller pursuant to this Agreement As of the Closing Date, the related Manufactured Home is free of damage and in good repair and no Manufactured Home has suffered hurricane, earthquake, tornado or flood damage that is not covered by a hazard insurance policy

(aa) No Liens As of the Closing Date, there are no liens or claims which have been filed or attached, and no event has occurred prior to the Closing Date which would form the basis for any such filing or attachment, for work, labor, materials taxes or other matters adversely affecting the Obligor's ability to perform the Contract or affecting the Manufactured Home or any related Conveyed Property securing the Contract.

(bb) No Litigation No litigation or administrative proceeding of or before any court, tribunal or governmental body is currently pending or threatened against Seller or any prior servicer or owner with respect to the Contract

(cc) No Government, Corporate or Foreign Obligor No Contract is due from the United States of America or any state or any agency, department, subdivision or instrumentality thereof The Obligor(s) on the Contract are natural persons who are citizens or legal resident aliens, of the United States of America

(dd) No Omissions There have been no omissions or misrepresentations in any document provided or statement made to Buyer concerning the Contracts by or on behalf of Seller in connection with the transactions contemplated by this Agreement

5 3 **Remedy for Breach of Representation and Warranty Contained in Section 5 2** The representations and warranties set forth herein shall survive the sale of the Conveyed Property to the Buyer and shall inure to the benefit of Buyer, its successors and assigns, notwithstanding any restrictive or qualified endorsement on any Contract, for the applicable statutes of limitation Upon any Seller becoming aware of any breach of any of the representations and warranties of any Seller set forth in this Agreement, such Seller shall promptly (within at least two (2) Business Days) provide Buyer written notice thereof

Buyer s written notice to a Seller regarding a breach of any of the representations and warranties of a Seller set forth in this Agreement shall constitute a 'Breach Notice" for purposes hereof With respect to a breach of any representation or warranty set forth in Section 5 2 hereof that adversely affects the value of the related Contract (notwithstanding any knowledge or investigation on the part of Buyer), if such breach is not cured within ten (10) Business Days from the date of the earlier of (i) any Seller becoming aware of such breach or (ii) Buyer's delivery of a Breach Notice to any Seller with respect to such breach, the applicable Seller and, if requested by Buyer, such other Seller(s) (on a joint and several basis), shall be required (within five (5) Business Days following demand by Buyer) at Buyer's option, (i) to repurchase without recourse the Contract with respect to which such breach exists from Buyer at the related Repurchase Price (as defined hereunder), and/or (ii) pay Buyer or its assigns Damages resulting from such breach, which remedies shall be cumulative and nonexclusive and in addition to such other rights and remedies available to Buyer and its assigns, whether under this Agreement, at law or in equity Nothing in this Section 5 3 shall be construed to limit the indemnification obligations of the Sellers set forth in this Agreement including Section 10 1 hereof For avoidance of doubt, the parties acknowledge and agree that (a) in the event the original title document noting the applicable Seller's first priority lien on the certificate of title with respect to each Manufactured Home securing a Contract is not delivered to Buyer (at the expense of the Sellers) on the Closing Date, or (b) in the event the original recorded Mortgage (together with all properly recorded intervening assignments thereof from originator to Seller) securing each Contract is not delivered to Buyer (at the expense of the Sellers) within 150 days following the Closing Date, any such event shall be deemed a breach which adversely affects the value of the related Contract for purposes of this section, and Buyer shall have the right to demand repurchase of such Contract as provided herein and the Seller(s) shall perform such repurchase as provided herein

With respect to the representation and warranty made by Sellers for each Contract in Section 5 2(t) hereof entitled 'Contract File," the Buyer shall have 150 days following the Closing Date in which to review the related Contract Files transferred to Buyer and make any claims with respect to a breach of Section 5.2(t) due to requisite documents missing from any such Contract Files, and following the expiration of such 120 day period, the Buyer shall not have the right to make any additional claims under this Section 5 3 due to a breach of Section 5 2(t) for requisite documents missing from such Contract Files, provided that claims made by Buyer under this Section 5 3 prior to the expiration of the 120 period for a breach of Section 5.2(t) due to requisite documents missing from such Contract Files shall remain enforceable against Sellers following the expiration of such 120 day period The preceding sentence in no way limits the period of time in which Buyer may make claims for other defaults or breaches (including a default in or breach of any other representation or warranty made by any of the Sellers) which may arise under this Agreement. For avoidance of doubt, a claim made for a breach of Section 5 2(t) due to missing documents required to be delivered by Sellers (or any one of them) to Buyer pursuant to this Agreement shall be deemed a breach which adversely affects the value of the related Contract for purposes of this section 5 3

With respect to the representations and warranties contained herein, which are made to a Seller s knowledge or to the best of a Seller s knowledge or as to which a Seller has no knowledge, if it is discovered by any of the Sellers or Buyer that the substance of such representation or warranty is inaccurate and such inaccuracy materially and adversely affects the value of the related Contract, then notwithstanding any Seller s knowledge with respect to the substance of such representation and warranty being inaccurate at the time the representation or warranty was made, the Sellers shall be required to cure or remedy such breach in accordance with this Agreement in respect of such Contract

In the event any Seller is required to repurchase any Contract as set forth in this section, Buyer shall deliver to such Seller (unless otherwise directed by such Seller) the related Contract File and assign to such Seller (as directed by such Seller) all of Buyer s right, title and interest in and to the related Contract, free and clear of any and all claims, liens and encumbrances, except for those which existed at the time of Buyer's purchase thereof from the Sellers or which relates to any breach of representation or warranty set forth in Section 5 1 or Section 5 2 or which relate to any negligence, misconduct or unlawful act or omission on the part of any Seller or its Affiliates The Repurchase Price" shall be, in the case of a Contract, the respective Purchase Price of such Contract less principal received thereon by Buyer as of the date of repurchase plus the accrued, unpaid interest as of the date of repurchase If a Seller is required to repurchase, such Seller shall pay to Buyer an amount equal to such Repurchase Price in cash within twenty (20) days following the applicable cure period, and, upon such payment, such Seller shall have no further obligation to Buyer with respect to such Contract, except for the indemnity obligations of each Seller set forth in this Agreement including Section 10 1 hereof In connection with any repurchase by a Seller pursuant to this section, Buyer shall execute such instruments of transfer as reasonably requested by such Seller Following the date of any such repurchase by a Seller Buyer shall also promptly remit to the applicable purchaser of a repurchased contract, whether it be a Seller or Parent, any payments from such repurchased contract received by Buyer following the applicable date of repurchase All costs and expenses (including reasonable attorneys' fees) related to any repurchase pursuant to this section shall be paid by Sellers

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF BUYER

6 1 **Buyer Representations and Warranties** Buyer hereby represents and warrants to Sellers, as of the Closing Date, as follows

(a) Organization and Good Standing Buyer is a corporation duly organized, validly existing and in good standing under the laws of Delaware and has the corporate power to own its assets and to transact the business in which it is currently engaged Buyer is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction in which the character of the business transacted by it or properties owned or leased by it requires such qualification and in which the failure so to qualify would have a material adverse effect on the business, properties, assets or condition (financial or other) of Buyer

(b) Authorization, Binding Obligations Buyer has the power and authority to make execute, deliver and perform this Agreement and all of the transactions contemplated under this Agreement and has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement When executed and delivered, this Agreement will constitute the legal valid and binding obligation of Buyer enforceable in accordance with its terms except as enforcement of

such terms may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and by the availability of equitable remedies

(c) No Consent Required Buyer is not required to obtain the consent of any other party or any consent license, approval or authorization from, or registration or declaration with, any governmental authority bureau or agency in connection with the execution, delivery, performance, validity or enforceability of this Agreement

(d) No Violations. The execution, delivery and performance of this Agreement by Buyer will not violate any provision of any existing law or regulation or any order or decree of any court or the Charter or Bylaws of Buyer, or constitute a material breach of any mortgage, indenture contract or other agreement to which Buyer is a party or by which Buyer may be bound

(e) Litigation No litigation or administrative proceeding of or before any court, tribunal or governmental body is currently pending, or to the knowledge of Buyer threatened, against Buyer or any of its properties or with respect to this Agreement which, if adversely determined, would have a material adverse effect on the transactions contemplated by this Agreement

(f) Approvals, Licensing, Etc All actions approvals, consents waivers, exemptions, variances, franchises, orders permits, authorizations, rights and licenses required to be taken, given or obtained, as the case may be, by or from any federal state or other governmental authority or agency, that are necessary or advisable in connection with the execution and delivery by Buyer of this Agreement and other documents have been duly taken, given or obtained, as the case may be, are in full force and effect, are not subject to any pending proceedings or appeals (administrative, judicial or otherwise) and either the time within which any appeal therefrom may be taken or review thereof may be obtained has expired or no review thereof may be obtained or appeal therefrom taken, and are adequate to authorize the consummation of the transactions contemplated by this Agreement and the other documents to be entered into in connection herewith on the part of Buyer and the performance by Buyer of its obligations hereunder and thereunder

(g)

Brokerage or Finder's Fees Broker or finder's fees, or similar payments whatsoever called, due to other Persons by the Sellers shall be payable by the Seller, and broker or finder's fees, or similar payments whatsoever called, due to other Persons by the Buyer shall be payable by the Buyer ~~(g)~~

ARTICLE 7
SERVICING

7 1 **Transfer and Assignment of Servicing** The Sellers jointly and severally represent and warrant that (i) CFSC currently services the Conveyed Property, and as of the Closing Date, no other Person has servicing or custodial rights to the Conveyed Property, (ii) CFSC has complied with all federal state and local laws and regulations applicable to the servicing of the Conveyed Property, and (iii) there exists no claim, litigation or lawsuit against any Seller or its Affiliates with respect to the servicing of the Conveyed Property or any other property which any Seller currently services Effective as of the applicable Servicing Transfer Date (as defined hereunder) each Seller (including CFSC) relinquishes the servicing rights and responsibilities related to the Conveyed Property as of the Closing Date to the Buyer or its assigns and Buyer or its assigns shall thenceforward be responsible for the servicing of the Conveyed Property, but subject to any claims which Buyer may have against CFSC and the Sellers for

their servicing of the Conveyed Property CFSC represents that prior to the applicable Servicing Transfer Date (if such date is after the execution of this Agreement), CFSC shall service and collect the Contracts and property that constitute the Conveyed Property, in a prudent and reasonable manner at least in accordance with standards generally applied in the manufactured housing finance industry All payments and collections derived from the Conveyed Property and received by any Seller (including CFSC) on and after the Cut-Off Date shall be the property of Buyer which shall be held in trust for Buyer, and each Seller (including CFSC) will promptly transmit or cause to be transmitted directly to Buyer for Buyer's own account (within one (1) Business Day of such Seller s receipt thereof) any amounts or items received as payments upon or otherwise in connection with the Conveyed Property together with any correspondence related to the Conveyed Property, and which amounts so received by such Seller shall be transmitted in such form as directed by Buyer, and properly endorsed where required for Buyer to collect them Each Seller's obligations set forth in the immediately preceding sentence shall expressly survive the applicable Servicing Transfer Date Buyer shall provide CFSC with wire transfer instructions for Buyer s account for remittance of such payments Following the Servicing Transfer Date, CFSC (and the other Sellers) shall promptly (within two (2) Business Days of such Person's receipt thereof) forward to Buyer all future correspondence, notices and any other nonpayment items received by CFSC (and the other Sellers) with respect to each Contract

7 2 **Good-Bye Letters** On or before the Closing Date, CFSC shall mail letters (i e , 'goodbye letters '), conforming to legal requirements (including 24 CFR §3500 21(d) to the extent applicable) and reasonably satisfactory in form and content to Buyer, to all Obligors on the Contracts advising that the servicing of the Contracts will be transferred to Buyer on the "applicable Servicing Transfer Date, which shall be (a) in the case of all Contracts (other than the Land-and-Home Contracts), on November 27 2002, and (b) in the case of the Land-and-Home Contracts, on December 12, 2002 (such date to be at least 15 days following the delivery of the goodbye letters to the obligors under the Land-and-Home Contracts), and that all payments under such Contracts from and after the applicable Servicing Transfer Date should be made to Buyer On or prior to December 12, 2002, the Buyer shall mail letters (i e , "hello letters"), conforming to legal requirements (including 24 CFR §3500 21(d) to the extent applicable) and reasonably satisfactory in form and content to CFSC, to all Obligors on the Contracts advising that the Buyer shall be servicing the Contracts from and after the respective Servicing Transfer Date and that all payments from and after the respective Servicing Transfer Date should be made to Buyer CFSC shall provide Buyer with a sample copy of such letters sent by CFSC, and Buyer shall provide CFSC with a sample copy of such letters sent by Buyer, prior to the date such letters are to be delivered as set forth in this section

7 3 **Subservicing for Land and Home Contracts During Subservicing Period** With respect to the Land-and-Home Contracts which are being sold to Buyer, the Servicing Transfer Date shall be December 12, 2002 as described above Beginning on the Closing Date and continuing until the December 12 2002 (the "Subservicing Period "), each Seller hereby designates and appoints Buyer as the subservicer for the Land-and-Home Contracts which are sold by such Seller to Buyer on the Closing Date During the Subservicing Period, Buyer shall service and collect the Land-and-Home Contracts in a prudent and reasonable manner in accordance with standards generally applied in the manufactured housing finance industry All payments and collections derived from the Land-and-Home Contracts and received by any Person (including Seller or their Affiliates) on and after the Cut Off Date shall be the property of Buyer During the Subservicing Period, the Sellers shall not take any actions with respect to the servicing of the Land and-Home Contracts without the prior written consent and authorization by Buyer (as subservicer during the Subservicing Period) except for Seller's receiving collections and other amounts on the Land-and-Home Contracts and promptly remitting such collections to Buyer as provided in Section 7 1 Each Seller agrees to take such actions and execute such documents as reasonably requested by Buyer in order to permit Buyer to properly service and collect the Conveyed Property

7 4 **Buyer and Sellers Covenant** Sellers shall be responsible for information reporting of Form 1098 or other form approved by the Internal Revenue Service for interest paid by any Obligor to such Seller during calendar year 2002 prior to and including the Cut-off Date, and Buyer shall be responsible for information reporting of Form 1098 or other form approved by the Internal Revenue Service for interest paid by any Obligor to the Buyer during calendar year 2002 following the Cut-off Date

ARTICLE 8
ADDITIONAL COVENANTS AND FURTHER ASSURANCES

8 1 **Access to Information** From and after the date hereof, each Seller shall afford to Buyer, its attorneys, accountants, and such other representatives of the Buyer as Buyer shall designate to such Seller in writing, free and full access at all reasonable times, and upon reasonable prior notice, to the Conveyed Property and the books and records of such Seller relating to the Conveyed Property, and to interview personnel and customers of such Seller, in order that Buyer may have full opportunity to make such investigation as it shall reasonably desire of the Conveyed Property In addition, each Seller shall provide to Buyer and its representatives such additional financial and operating data and other information in respect of the Conveyed Property, and the business and operations of such Seller relating to the Conveyed Property as Buyer shall from time to time reasonably request

8 2 **Operation of Business of Seller** Following the date hereof each Seller shall (a) maintain its corporate existence in good standing, (b) operate its business substantially as presently operated and only in the ordinary course and consistent with past operations, (c) use its best efforts to preserve intact its present business organization necessary to perform such Seller's obligations under this Agreement (including, without limitation, each Seller s obligations under Section 5 3 and Section 10 1 hereof), and (d) maintain its respective insurance coverages Each Seller shall further comply in all respects with all applicable laws, rules and regulations and pay all taxes, charges and assessments when due subject to any valid objection or contest of such amounts asserted in good faith and adequately reserved against, which covenant shall survive each Closing Date

8 3 **Further Assurances** In order to protect and secure Buyer s rights hereunder, each Seller, upon the request of Buyer and at the expense of the Sellers, shall perform or cause to be done and performed every reasonable act necessary or advisable to put Buyer in position to enforce the payment of the Contracts and to carry out the intent of this Agreement

8 4 **Force-Placed Insurance** Each Seller covenants and agrees that Seller's agreements with any companies providing force placed insurance and/or insurance tracking for any of the Conveyed Property shall have been cancelled and terminated on **[the applicable Servicing Transfer Date]** and Buyer shall have no obligation with respect thereto

ARTICLE 9
CLOSING

9 1 **Schedule of Contracts** On or prior to the Closing Date the Sellers shall provide to Buyer the Schedule of Contracts which shall list each Contract to be purchased on the Closing Date and shall set forth the Cut-off Date for the Closing, and as to each such Contract and Repo Refi Contract, shall set forth the following information

(a) the Contract origination date
(b) the account number of the Contract,
(c) the name of the Obligor
(d) the state in which the Manufactured Home which is security for the Contract is located,
(e) the original term of the Contract in months,
(f) the remaining term of the Contract in months as of the Cut-Off Date,
(g) the then Unpaid Principal Balance as of the Cut-Off Date,
(h) the Contract Rate
(i) the accrued interest at the Contract Rate,
(j) the first payment due date,
(k) the last paid date,
(l) the next payment due date,
(m) the applicable Seller of the Contract; and
(n) the Purchase Price of the Contract

9 2 **Closing Location** The Closing hereunder will take place at the offices of Buyer in Knoxville, Tennessee, or such other location as may be agreed to by the parties to this Agreement

9 3 **Sellers' Deliveries** On or prior to the Closing (except as otherwise stated) Sellers (at Sellers expense) shall deliver, or cause to be delivered, to Buyer at the offices of Buyer in Knoxville, Tennessee, the following with respect to each Contract and the transactions contemplated hereby

(a) The Contract File which shall include the following documentation as to each Contract set forth in the Schedule of Contracts

(i) the original executed Contract and related Security Instrument with a blanket assignment, in the form of the Blanket Assignment and Bill of Sale, of all of each Seller's right, title and interest therein

(ii) with respect to each Land-and-Home Contracts evidenced by a promissory note or other instrument, the original promissory note or instrument, together with an original allonge executed by Seller which states "Pay to the order of 21st Mortgage Corporation" attached to it.

(iii) with respect to any Land-and-Home Contract, an ALTA mortgagee policy of title insurance in the original principal amount of such Contract insuring Seller and its assigns as first mortgagee,

(iv) with respect to the Land-and-Home Contracts the original recorded Mortgage, the original assignment, if any, and any intervening assignment of the Mortgage, each with evidence of recording thereon, showing Seller as mortgagee or the complete recorded chain of assignment of the Mortgage from origination to Seller, together with an individual assignment to Buyer for each Mortgage duly executed and recorded in the jurisdiction in which the Mortgaged Property is located,

(v) the original Security Instrument and an assignment in recordable or registerable form acceptable to Buyer of all of each Seller s right, title and interest therein,

(vi) the insurance policies (including hazard insurance policies) pertaining to each Contract with evidence changing the loss payee or additional insured under such insurance policies to Buyer for each Contract, including proper notification to the respective Obligors and insurance carriers to

effectuate such change (which change may be effectuated within 3 Business Days following the Closing Date),

(vii) the originals or copies of the invoices of the manufacturer of the Manufactured Home and the vendors of the additional accessories and furnishings in the Manufactured Home described in the Contract in including any add/delete sheets, prepared by Seller, describing any accessories and furnishings, provided, further, that any such add/delete sheets or like documents not contained in the Contract File on the Closing Date will be the property of Buyer as of the Closing Date

(viii) if the Contract File contains evidence of any mechanic's, materialmen s or similar liens on either the Manufactured Home or any additional furnishings or accessories therein, described in the Contract, written verification that any such liens have been released, which verification may consist of the original of a release documents from the lienor, the original or a copy of a duly filed or recorded release document or the original of a duly performed lien search revealing no such liens,

(ix) Obligor credit data

(x) Obligor payment history and collection records from the Contract's date of origination including, if applicable ledger cards, to the extent Sellers are unable to provide Buyer such information in electronic and readable format compatible with Buyer s computer systems, and

(xi) Credit application for the Obligor and general underwriting documents of Seller

(b) The computer tape described in Section 5 2(r)

(c) Any amounts received by any Seller after the Cut-Off Date under Section 7 1 hereof

(d) The executed Blanket Assignment and Bill of Sale

(e) An unconditional guaranty of Parent, substantially in the form set forth on Exhibit C hereto (the "Parent Guaranty")

(f) [Intentionally Omitted]

(g) A certificate in the form attached hereto as Exhibit D signed by an authorized officer of each Seller

(h) A power of attorney in the form attached hereto as Exhibit F signed by an authorized officer of each Seller and a power of attorney in the same form signed by an authorized officer of each Seller

(i) Opinion of counsel to each of the Sellers and Parent dated as of the date of Closing, in the form of Exhibit G attached hereto, acceptable to Buyer and Buyer's counsel, including an opinion of counsel acceptable to, and as requested by, Buyer and Buyer's counsel covering certain bankruptcy and insolvency matters (i e ' true sale' of Conveyed Property from each of the Seller to Buyer)

(j) Executed Bailee s letter and release by and among U S Bank National Corporation, Buyer each of Sellers and Lehman Commercial Paper Inc

(k) UCC-1 Financing Statement naming each Seller as 'Seller" and Buyer as "Purchaser' together with a description of the Conveyed Property, to be filed at the Secretary of State of Delaware in the case of CTSC, CFC and CFCA, and at the Secretary of State of New York in the case of CFCC and at the Secretary of State of Pennsylvania for CFCDC, and at the Secretary of State of Minnesota in the case of CFLC, and such other governmental filing offices necessary to perfect (by filing) the sale of the Conveyed Property which constitutes chattel paper under the applicable state's Uniform Commercial Code governing the sale and perfection thereof Sellers agrees to pay any and all fees, taxes or other costs associated with such filing(s)

(l) Such information from Sellers as Buyer reasonably requests regarding the Conveyed Property

(m) A certificate of the Secretary of State of the applicable state of incorporation of each of the Sellers and Parent dated as of a recent date as to the due incorporation and good standing of each of the Sellers and Parent

(n) A certificate of the respective Secretary for each of the Sellers and Parent dated the date of each Closing and certifying (i) that attached thereto is a true, complete and correct copy of the By-laws of such company as in effect on the date of such certification, (ii) that the Articles or Certificate of Incorporation of such company have not been amended since the date of the last amendment referred to in the certificate delivered pursuant to subsection (g) above, (iii) that attached thereto are true, complete and correct copies of the resolutions duly adopted by the Board of Directors of such respective company approving the transactions contemplated hereby and authorizing the execution delivery and performance by such company of this Agreement and, in case of the Parent, the Parent Guaranty as in effect on the date of such certification, and (iv) as to the incumbency and signatures of those officers of such company executing any instrument or other document delivered in connection with such transactions

9 4 **Payment of Purchase Price** Subject to the satisfaction of the closing conditions set forth in this Agreement and each Seller's complying on the Closing Date in all material respects with the terms and conditions herein, Buyer shall pay the Purchase Price as described in paragraph 3 1 (less the applicable holdback amount) to Sellers on the Closing Date, by wire transfer, in immediately available funds, to a bank account specified by Sellers to Buyer A Closing Statement shall be prepared by CFSC and executed by Sellers and Buyer subject to Buyer's acceptance thereof, and said Closing Statement shall contain wire transfer instructions for the account designated by Sellers and shall properly reflect the Holdback Amount

9 5 **Buyer Deliveries** At each Closing Buyer shall deliver to Sellers a certificate in the form attached hereto as Exhibit E signed by an authorized officer of Buyer

9 6 **Conditions to Closing** The obligation of the parties hereunder at Closing and the consummation of the transactions contemplated by this Agreement are subject to the satisfaction and fulfillment of each of the following conditions, unless waived by the respective parties hereto

(a) The representations and warranties made in this Agreement by the Sellers and Buyer shall be true and correct in all material respects as of the date of Closing as though such representations and warranties were made at and as of such time

(b) The delivery to Buyer of the items as set forth in Section 9 1 and 9 3 hereof, together with all Exhibits and Schedules to this Agreement as updated through the Closing Date which items, Exhibits and Schedules shall be satisfactory to Buyer in its reasonable discretion

(c) The parties shall have performed or complied with all their respective covenants, agreements and obligations pursuant to this Agreement required to be performed or complied with prior to or at Closing

(d) The parties shall have received duly executed copies of all consents, authorizations, approvals, notices, registrations and filings required by law to consummate the transactions contemplated hereby

(e) No action, suit or other proceeding shall be pending or threatened before any court, tribunal or governmental authority seeking or threatening to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or seeking to obtain damages in respect thereof, or involving a claim that consummation thereof would result in a violation of any law, rule, decree or regulation of any governmental authority having appropriate jurisdiction and no order, decree or ruling of any governmental authority or court shall have been entered challenging the legality, validity or propriety of or otherwise relating to, this Agreement or the transactions contemplated hereby or prohibiting, restraining or otherwise preventing the consummation of the transactions contemplated hereby

(f) The form of all instruments, certificates and documents to be executed and delivered by the parties pursuant to this Agreement and all legal matters in respect of the transactions as herein contemplated shall be reasonably satisfactory to the parties and their respective counsel, none of whose approval shall be unreasonably withheld or delayed

(g) No statute, rule, regulation or order shall have been adopted or promulgated which materially adversely affects the Conveyed Property or the transactions contemplated hereby as determined by the parties hereto

(h) Buyer, its accountants, attorneys and other representatives shall have been given a full opportunity to conduct a due diligence review of the Conveyed Property, and Buyer shall have been satisfied, in its sole discretion, in all respects with the results of such investigation

(i) Buyer's board of directors shall have authorized and approved Buyer entering into this Agreement and the transactions contemplated hereby

ARTICLE 10
INDEMNIFICATION

10 1 **Sellers' Indemnification and Hold Harmless** Notwithstanding any provision to the contrary contained herein Buyer shall not be liable for any acts or omissions of any of the Sellers the Parent or their Affiliates occurring prior to, on or following the Closing Date The Sellers, jointly and severally, agrees to protect, indemnify and hold Buyer, its respective assigns and Affiliates and each of their respective past, present and future employees, officers, directors, agents, partners representatives and attorneys, harmless against and in respect of, any and all claims (including reasonable attorneys fees in connection therewith) and Damages arising from or related to (i) any breach of the agreements, covenants, representations or warranties made by any Seller or Parent in this Agreement or related transaction documents (ii) any acts or omissions by any Seller or its Affiliates (including Parent) under the terms of this Agreement or documents entered into in connection herewith or therewith, (iii) any acts or omissions of any prior servicer, owner or originator of the Contracts or their Affiliates, or (iv) any acts or omissions of any Seller or its Affiliates (including their respective past, present and future employees, officers, directors partners, agents and representatives) occurring prior to, on or following the Closing Date, including without limitation, any Seller s servicing of the Conveyed Property

10 2 **Buyer Indemnification** Buyer agrees to protect, indemnify and hold Sellers and their past, present and future employees, officers, directors, agents, partners, joint venturers, representatives and attorneys harmless against and in respect of any and all Damages resulting from (i) any breach of the agreements representations, covenants or warranties made by Buyer herein or any acts or failures to act by Buyer under the terms hereof or documents entered into in connection herewith, or (ii) the gross negligence or willful misconduct on the part of Buyer in servicing the Contracts following the Closing

ARTICLE 11
PUBLIC ANNOUNCEMENTS

11 1 **Public Announcements** Except as required by law rule or regulation or as otherwise agreed to by the mutual written consent of the parties hereto, neither party hereto will make any public announcement of this transaction without the prior written approval of the other, and, except as otherwise required by applicable law, rule or regulation, the Sellers, Parent and Buyer shall keep all information related to this Agreement confidential provided that, Buyer may disclose such information related to Seller, Parent, this Agreement and the transactions contemplated hereby, to Buyer's accountants, legal representatives, underwriters and ratings agencies, or as may be necessary for public regulatory filings, in Buyer's regular course of business Notwithstanding the foregoing, the parties acknowledge and agree that Buyer and CFSC may make a public announcement of the consummation of sale of the Conveyed Property hereunder which may include the identity of the parties involved and approximate dollar amount of the Unpaid Principal Balance of the Contracts conveyed hereunder; provided that disclosure in such public announcement of any other material details of the transaction shall be subject to the prior review and written consent of the other party

ARTICLE 12
NOTICES

12 1 **Notices** Any notice, demand or communication which either party desires or is required to give to the other party in connection with the Agreement must be in writing and must be either served personally or sent by fax and overnight mail, addressed to the other party, as follows, or to such other fax number and/or address as either party hereafter specifies in accordance with this Article

IF TO BUYER
21st Mortgage Corporation
607 Market Street – 10th floor
Knoxville, TN 37902
Fax (865) 292-2100
Attn President

IF TO SELLERS OR
TO ANY SELLER
Conseco Finance Servicing Corp
345 St Peter Street
110 Landmark Towers
Saint Paul, MN 55102
Fax 651-293-5746

Attn General Counsel]

Notice delivered to CFSC shall be deemed notice to CFSC and each of the other Sellers, as the case may, be for purposes of this Agreement, and CFSC, upon receipt of notice from Buyer, shall be responsible for notifying the other Sellers as applicable

ARTICLE 13
GENERAL

13 1 **Termination** Anything herein to the contrary notwithstanding, this Agreement and the transactions contemplated by this Agreement shall terminate if the Closing does not occur on or before 5 00 p m , Nashville time, on November 29, 2002, unless extended by mutual consent in writing of Buyer and ~~Each Seller~~

13 2 **Entire Agreement** This Agreement together with all Exhibits and Schedules hereto constitutes the entire agreement between the parties hereto and supersedes any and all representations, promises and statements, oral or written, made in connection with the subject matter of this Agreement and the negotiation hereof, and no such representation, promise or statement not written herein will be binding on the parties This Agreement may not be varied or altered or its provisions waived except by an agreement in writing executed by duly authorized agents of the parties hereto Subject to Section 13 9, this Agreement will be binding upon and inure to the benefit of the parties hereto and each of their respective successors and assigns

13 3 **Governing Law** This Agreement will be interpreted, construed and enforced in accordance with the laws of the State of Tennessee

13 4 **Severability** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provisions in any other jurisdiction

13 5 **Captions** Captions are for convenience of reference only and are not to be considered as defining or limiting in any way the scope or intent of the provisions hereof

13 6 **Warvers Cumulative Remedies** The waiver of any breach, term, provision or condition of this Agreement may not be construed to be a subsequent waiver of any other breach, term, provision or condition All remedies afforded by this Agreement for a breach hereof will be cumulative that is in addition to all other remedies provided for herein or at law or in equity

13 7 **Construction** Unless otherwise specifically provided, references in this Agreement to Articles, Sections Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of or to this Agreement All Exhibits and Schedules hereto are incorporated herein by the references thereto in this Agreement The designations of the parties to this Agreement and any pronouns referring to any party, wherever used must be so construed as to include the plural as well as the singular number, and whenever the context permits any gender includes all other genders and the singular number includes the plural As used in this Agreement, the words "includes" and "including ' are not limiting, and the words hereof" and hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement

13 8 **Counterparts** This Agreement may be executed in one or more counterparts or duplicate originals, each of which must be deemed an original but all of which together will constitute but one and the same instrument

13 9 **Assignment** Buyer may freely assign any of its rights or obligations (other than Buyer's obligations to Sellers with respect to the Holdback under Section 3 2) hereunder None of the Sellers shall assign any of their rights or obligations hereunder without the prior written consent of Buyer

13 10 **Arbitration** Any dispute arising out of this Agreement or the formation thereof or the breach thereof shall be referred to the American Arbitration Association to be settled by arbitration in Knoxville, Tennessee under the then-existing rules of the American Arbitration Association Any arbitration conducted pursuant to this Agreement shall be conducted by three (3) independent and impartial arbitrators all of whom shall be attorneys with experience in commercial transactions in the financial services industry Buyer and CFSC shall each appoint one (1) arbitrator and such individuals will appoint the third arbitrator; provided, however, that if within twenty (20) days of written notice of the arbitration any arbitrator shall not have been selected then the American Arbitration Association shall select the missing arbitrators in accordance with the criteria described above

All costs of each arbitration pursuant to this Section 13 10 (including, without limitation, all fees of the arbitrators) shall be shared equally by the parties hereto provided, however, that each party shall bear the costs of its own attorneys' fees

Any determination or award rendered pursuant to arbitration shall be final and binding on the parties hereto and payment shall be made as so determined within five (5) Business Days of the date of such award. The judgment upon the award rendered by the arbitrators shall be entered in any court having jurisdiction

IN WITNESS WHEREOF, the parties hereto have executed this Purchase and Sale Agreement on the date first above written

21ST MORTGAGE CORPORATION

By _____
Its _____

CONSECO FINANCE SERVICING CORP

By _____
Name Brian F Corey
Title Senior Vice President + Secretary

CONSECO FINANCE CORP

By _____
Name Brian F Corey
Title Senior Vice President + Secretary

CONSECO FINANCE CORP - ALABAMA

By _____
Name Brian F. Corey
Title Senior Vice President + Secretary

CONSECO FINANCE CREDIT CORP

By _____
Name Brian F Corey
Title Senior Vice President + Secretary

CONSECO FINANCE CONSUMER DISCOUNT COMPANY

By _____
Name Brian F. Corey
Title Senior Vice President + Secretary

CONSECO FINANCE LOAN COMPANY

By _____
Name Brian F Corey
Title Senior Vice President + Secretary

BLANKET ASSIGNMENT AND BILL OF SALE

Each of Conseco Finance Servicing Corp a Delaware corporation ("CFSC), Conseco Finance Corp a Delaware corporation (CFC) Conseco Finance Corp-Alabama a Delaware corporation (CFCA') Conseco Finance Credit Corp a New York corporation ("CFCC ') Conseco Finance Consumer Discount Company (CFCDC) a Pennsylvania corporation and Conseco Finance Loan Company a Minnesota corporation (CFLC)(each a "Seller' and collectively the 'Sellers) (collectively Sellers) pursuant to the Purchase and Sale Agreement dated as of November 27, 2002 (the Agreement') by and between Sellers and 21st Mortgage Corporation , a Delaware corporation (Buyer), for good and valuable consideration paid by Buyer, the receipt and sufficiency of which are hereby acknowledged do hereby sell assign transfer set over and convey without recourse except as set forth in the Agreement the Conveyed Property (which includes those Contracts identified on the Schedule of Contracts which is attached to the Agreement and incorporated by reference), of which the Seller(s) as described in the Agreement has good and marketable title, free and clear of all liens claims and encumbrances, unto Buyer, its successors and assigns, for its and their own use forever

Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Agreement

This Blanket Assignment and Bill of Sale and the covenants and agreements contained herein shall be binding upon each Seller its successors and assigns and shall inure to the benefit of Buyer its successors and assigns

This Blanket Assignment and Bill of Sale is expressly subject to the terms, conditions covenants agreements representations and warranties set forth in the Agreement

IN WITNESS WHEREOF each Seller has caused this Blanket Assignment and Bill of Sale to be executed in its name by a duly authorized representative as of November 27 2002

CONSECO FINANCE SERVICING CORP

By _____
Name Brian F Corey, Senior Vice President

CONSECO FINANCE CORP

By _____
Name Brian F Corey Senior Vice President

CONSECO FINANCE CORP - ALABAMA

By _____
Name Brian F Corey Senior Vice President

CONSECO FINANCE CREDIT CORP

By _____
Name Brian F Corey Senior Vice President

CONSECO FINANCE CONSUMER DISCOUNT COMPANY

By _____
Name Brian F Corey, Senior Vice President

CONSECO FINANCE LOAN COMPANY

By _____
Name Brian F Corey, Senior Vice President

1213 FIQCZ 6A 0059

Ref #14

1213FIQCZ6AC 0591

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement is entered into as of December 13, 2002, by and among Conseco Finance Servicing Corp , a Delaware corporation ("CFSC "), Conseco Finance Corp , a Delaware corporation ("CFC"), Conseco Finance Corp-Alabama, a Delaware corporation ("CFCA"), Conseco Finance Credit Corp , a New York corporation ("CFCC"), Conseco Finance Consumer Discount Company (CFCDC "), a Pennsylvania corporation, and Conseco Finance Loan Company a Minnesota corporation ("CFLC ") (each, a "Seller" and collectively the ' Sellers"), and 21st Mortgage Corporation, a Delaware corporation ("Buyer")

WHEREAS, Sellers desire to sell and Buyer desires to purchase all of Sellers' right, title and interest in and to certain retail installment sales contracts and installment loan agreements secured by first priority liens on Manufactured Homes (as defined below), and in certain cases, the lien upon the real estate upon which a Manufactured Home is situated, in accordance with the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, Buyer and Sellers hereby agree as follows

ARTICLE 1
DEFINITIONS

Whenever used herein, the following words and phrases, unless the context otherwise requires will have the following meanings

Affiliate As to any specified Person, any other Person controlling or controlled by or under common control with such specified Person For the purposes of this definition, controls,' when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise and the terms ' controlling" or "controlled' have meanings correlative to the foregoing

Agreement This Purchase and Sale Agreement, together with all exhibits and schedules hereto and all subsequent written amendments and supplements hereto and thereto

Blanket Assignment and Bill of Sale The Blanket Assignment and Bill of Sale in the form attached hereto as Exhibit A

Breach Notice As defined in Section 5 3 of this Agreement.

Business Day Any day other than a Saturday or Sunday, or a day on which national banking institutions in Tennessee are authorized or obligated by law or executive order to be closed

Buyer As defined in the first paragraph of this Agreement

Closing Date December 13, 2002

Contracts Retail installment sales contracts or installment loan agreements evidencing an Obligor's obligation to pay the indebtedness provided for therein and evidencing the respective security interest in a Manufactured Home and, in some cases, in the real estate upon which the Manufactured Home is located, which Contracts are to be sold and assigned by the Sellers to the Buyer and which are set forth in the Schedule of Contracts and are the subject of this Agreement The Contracts include, without limitation, all related Security Instruments and security interests created thereby and any and all rights to receive payments (including principal, interest and fees) pursuant thereto from and after the Cut-Off Date, but exclude any rights to receive payments which are received prior to and including the Cut-Off Date and applied prior to and including the Cut-Off Date

Contract File The documents described in Section 9 3(a) of this Agreement

Contract Rate With respect to a Contract, the annualized rate of interest to be paid by an Obligor, as stated in a Contract

Conveyed Property As defined in Section 2 1(a) of this Agreement

Cut-Off Date The close of business on December 11, 2002

Damages With respect to a Person and a specified event or claim, the actual losses, damages, liabilities, reasonable costs and expenses (including reasonable attorneys fees and expenses) incurred by such Person resulting or arising from such specified event or claim (including third party claims)

Holdback Amount As defined in Section 3 2 of this Agreement

Holdback Period As defined in Section 3 2 of this Agreement

Land-and-Home Contract A Contract that is secured by a Mortgage on real estate on which the related Manufactured Home is situated, and which Manufactured Home is considered or classified as part of the real estate under the laws of the jurisdiction in which it is located

Manufactured Home A unit of manufactured housing, including all accessions thereto securing the indebtedness of an Obligor under the related Contract

Mortgage A mortgage deed of trust, security deed or similar evidence of lien, creating a first lien on an estate in fee simple in real property securing each Land-and-Home Contract, and in certain cases other Contracts

Mortgaged Property The real property (including improvements and fixtures thereto) subject to the lien of a Mortgage

Obligor The Person or Persons who is indebted under a Contract or who has acquired a Manufactured Home subject to such Contract

Parent Conseco Finance Corp , a Delaware corporation and direct parent of each of the Sellers

Last printed

Parent Guaranty As defined in Section 9 3(e) of this Agreement

Person Any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereto), unincorporated organization or government or any agency or political subdivision thereof

Purchase Price Fifty percent (50%) of the aggregate outstanding principal balance of the Contracts purchased by Buyer pursuant to this Agreement as of the Cut-Off Date plus accrued but unpaid interest payable on each Contract as of the Cut-Off Date, not to exceed more than 30 days accrued interest for each such Contract

Repurchase Price As defined in Section 5 3 of this Agreement

Schedule of Contracts The schedule listing the Contracts to be purchased by Buyer on the Closing Date in the form attached to this Agreement as Exhibit B and delivered in accordance with Section 9 1 of this Agreement.

Security Instrument A manufacturer's certificate or statement of origin, certificate of title Uniform Commercial Code financing statement, mortgage, contract or security agreement duly filed and/or recorded, as required, in state and/or town/city/county offices, as appropriate evidencing Seller s perfected first priority security interest in a Manufactured Home and, if applicable, the real property on which a Manufactured Home is located and the applicable mortgage, trust deed, deed of trust or other security agreement evidencing Seller's lien on such real property

Servicing Transfer Date As defined in Section 7 2 of this Agreement

Seller and Sellers As defined in the first paragraph of this Agreement

Unpaid Principal Balance With respect to a Contract, as of a date of determination, the Obligor's original principal balance minus the cumulative principal portion of each installment received prior to such date from the Obligor and applied to reduce such balance, the application of such installment having been determined in accordance with the terms and conditions of the Contract

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ARTICLE 2
PURCHASE AND SALE

2 1 **Purchase and Sale** (a) Subject to the terms and conditions set forth in this Agreement on the Closing Date, the Sellers hereby agree to sell, assign, transfer, set over and convey to Buyer, and Buyer agrees to accept, without recourse but subject to the terms of this Agreement, all of each Seller s right, title and interest in and to (i) the Contracts described in the Schedule of Contracts (including, without limitation the Security Instruments and security interests created thereby), including all principal and interest payments with respect to and fees imposed pursuant to such Contracts received on or after the Cut-off Date, (ii) all of the rights under any hazard insurance policy relating to a Manufactured Home and/or mortgaged property securing any such Contract for the benefit of the creditor of such Contract, (iii) all rights in pending foreclosure, bankruptcy or collection proceedings, (iv) any deposits and escrowed amounts for insurance, taxes or other expenses related to the Contracts, (v) all documents contained in the related Contract Files and servicing files and (vi) all proceeds derived from any of the foregoing, other than the Purchase Price paid to Sellers pursuant to this Agreement (collectively referred to herein as the ' Conveyed Property')

(b) As of the Closing Date, the ownership of the Conveyed Property and the contents of the related Contract Files shall be vested in Buyer free and clear of all liens, claims and encumbrances Sellers shall not take any action inconsistent with Buyer's ownership of the Conveyed Property, and Sellers shall promptly indicate to all inquiring parties that the Conveyed Property has been sold, transferred assigned, set over and conveyed to Buyer, and Sellers shall not claim any further ownership interest in the Conveyed Property

(c) Each of the parties hereto will treat the transactions contemplated by this Agreement for all purposes (including tax and financial accounting purposes) as a sale of the Conveyed Property by the Sellers to the Buyer Although the parties intend that the conveyance of the Sellers' right, title and interest in and to the Conveyed Property to Buyer pursuant to this Agreement shall constitute a sale thereof and not a financing, if such conveyance is deemed to be a financing, the parties intend that the rights and obligations of the parties to such financing shall be established pursuant to the terms of this Agreement If, notwithstanding the foregoing, the transactions contemplated hereby should be deemed a financing, the parties intend and agree that Sellers shall be deemed to have granted to Buyer, and Sellers hereby do grant to Buyer, a perfected first priority lien security interest in all of the right, title and interest in, to and under the items of Conveyed Property, and that this Agreement shall constitute a security agreement under applicable law

(d) Each of the Sellers hereby acknowledges, agrees, represents and warrants that the conveyance of the Conveyed Property for the consideration stated in this Agreement is a transfer for sufficient value and consideration and that the transfer is not an avoidable conveyance under any applicable state or federal fraudulent conveyance laws

2 2 **Filing Name Change or Relocation** (a) On or prior to the Closing Date, Sellers shall cause to be filed in the office of the Secretary of the State in which such Seller is incorporated, UCC-1 financing statements (each, a "Financing Statement") describing the Conveyed Property being transferred (including a list of the Contracts) on such Closing Date and naming the applicable Seller as "Seller" and the Buyer as "Purchaser" Each Financing Statement shall bear a statement on the face thereof indicating that the parties intend each Financing Statement to evidence a true sale of the Conveyed Property but if the transaction is recharacterized as a loan from the described Purchaser to the described Seller the Financing Statement is to perfect the described Purchaser's security interest in the Conveyed Property The Buyer, at its discretion, may cause to be filed continuation statements for the foregoing described Financing Statement, and Sellers shall execute such documents and take such actions as reasonably requested by Buyer to file such continuation statements

(b) Each Seller hereby represents and warrants that its state of incorporation is as stated in the preamble on the first page of this Agreement. No Seller shall change its name, identity or structure or relocate its principal executive office or change its state of incorporation without first giving notice to Buyer If any change in a Seller's name, identity or structure or the relocation of its principal executive office would make the Financing Statement seriously misleading under the Uniform Commercial Code, such Seller shall file such amendments as may be required to preserve and protect Buyer's interests in the Conveyed Property

ARTICLE 3
PURCHASE PRICE

3 1 **Purchase Price for Contracts** At Closing and subject to the conditions set forth herein, Buyer agrees to pay Sellers the Purchase Price for the Contracts purchased pursuant to this Agreement, subject to the provisions regarding holdback in Section 3 2 below The Purchase Price (less the holdback described in Section 3 2) shall be delivered via wire transfer by Buyer to the account(s) designated by the Sellers in writing Any Land-and-Home Contract to be purchased by Buyer that does not have a recorded, enforceable assignment in favor of the Buyer as listed on Exhibit 3 1 will be excluded from the Schedule of Contracts Buyer will wire the portion of the Purchase Price attributable to each Land-and-Home Contract secured by Mortgaged Property upon receipt of a recorded, enforceable assignment in favor of Buyer for that Contract While most of the Contracts are owned by CFSC, certain of the Contracts are owned by the other Sellers, and following receipt of such funds representing the Purchase Price into the account(s) designated by Sellers, the Sellers shall allocate the Purchase Price as set forth on the Schedule of Contracts whereby each Seller shall be paid the respective portion of the Purchase Price for the Contracts which such Seller sold to Buyer and Sellers are responsible for such allocation

3 2 **Holdback** The amount of the Purchase Price payable at the Closing shall be reduced by $325,000 (the "Holdback Amount") and held by Buyer for a period of 180 days following the Closing Date (the "Holdback Period") for the purposes of partially securing (but in no way limiting) Sellers representations, warranties, indemnities and other obligations under this Agreement and any other closing documents delivered in connection with this Agreement In the event that during the Holdback Period, Buyer determines in good faith that it or any other party set forth in Section 10 1 is entitled to indemnification or other payment from any or all the Sellers under this Agreement, Buyer will give written notice (each, a "Holdback Claim Notice") to CFSC or any other Seller stating in reasonable detail the basis for such claim, and Buyer shall have the right to setoff and forever retain from the Holdback Amount the amount specified in Buyer's original notice, provided, however, if any Seller delivers to

Buyer written notice that such Seller disputes Buyer's right to indemnification or other payment to be offset from the Holdback Amount within three (3) Business Days of delivery of the respective Holdback Claim Notice to such Seller, Buyer shall hold such amount until such dispute is resolved amicably or, if such dispute cannot be resolved amicably within ten (10) Business Days following delivery of Seller's written dispute notification to Buyer, then such dispute shall be resolved pursuant to Section 13 10 hereof Following the termination of the Holdback Period, Buyer shall pay the balance, if any of the Holdback Amount (less any amount which has been offset by Buyer or is under dispute as set forth in the immediately preceding sentence) to Sellers to an account designated by the Sellers or CFSC on behalf of the Sellers During the Holdback Period, the Holdback Amount (less any amount which is offset by Buyer) shall accrue interest at an annual rate equal to the one-month LIBOR rate as published in the Wall Street Journal "Money Rates" section on Closing Date and such interest (less any amount which is offset by Buyer) shall be payable by Buyer to Sellers to an account designated by the Sellers or CFSC on behalf of the Sellers (prorated on a per annum basis for the number of days which actually elapse during the Holdback Period divided by 365) promptly following the end of the Holdback Period In the event of a claim under this Agreement by Buyer, Buyer shall also have the right to offset any such interest amounts which may be owed to Seller(s)(as provided in the immediately preceding sentence) against such amounts which may be owed to Buyer by any Seller(s)

3 3 **Certain Taxes and Fees** All sales, transfer, documentary, stamp, recording and other similar taxes and/or fees which may be due or payable in connection with the sale of the Conveyed Property pursuant to this Agreement shall be borne by the Sellers Sellers shall be responsible for payment of all legal expenses incurred by Sellers prior to Closing as such expenses relate to the Conveyed Property, including without limitation, legal expenses related to collection of the Contracts

ARTICLE 4
TRANSFER

4 1 **Transfer Documentation and Notice** (a) Sellers shall, at Sellers' expense, notify the Obligors of the transfer of servicing rights with respect of the Conveyed Property to Buyer in accordance with Section 7 2

(b) Each Seller shall deliver to Buyer on or before the Closing a power of attorney substantially in the form of Exhibit F hereto, authorizing Buyer to, among other things, to take such action as may be necessary to more fully vest Buyer's right, title and interest in the Conveyed Property

(c) Sellers or such Sellers' agent shall deliver to the applicable insurors (on behalf of the Obligors) notification to change the loss payee on the respective hazard insurance policy for each Contract to "Buyer and its assigns "

(e) With respect to each Land-and-Home Contract or any other Contract secured by a mortgaged property, on or before each Closing, Seller, at Seller's expense, shall deliver to Buyer the original recorded mortgage, the original assignment, if any, and any intervening assignment of the mortgage, each with evidence of recording thereon, showing Seller as mortgagee or the complete recorded chain of assignment of the mortgage from origination to Seller, together with an individual assignment to Buyer for each mortgage, duly executed and in recordable form for the jurisdiction in which the mortgaged property is located.

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ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SELLERS

5 1 **Seller Representations and Warranties** Sellers hereby jointly and severally represent and warrant to Buyer, as of the Closing Date, as follows

(a) Organization and Good Standing Each of the Sellers and Parent is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the corporate power to own its assets and to transact the business in which it is currently engaged Each of the Sellers and Parent is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction in which the character of the business transacted by it or properties owned or leased by it requires such qualification and in which the failure so to qualify would have a material adverse effect on the Conveyed Property or the business, properties, assets or condition (financial or other) of any Seller or Parent

(b) Authorization, Binding Obligations Each Seller and Parent has the power and authority to make, execute, deliver and perform this Agreement and all of the transactions contemplated under this Agreement and has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement When executed and delivered, this Agreement will constitute the legal, valid and binding obligation of each Seller enforceable against such Seller in accordance with its terms, except as enforcement of such terms may be limited by bankruptcy insolvency or similar laws affecting the enforcement of creditors' rights generally and by the availability of equitable remedies When executed and delivered, the Parent Guaranty will constitute the legal, valid and binding obligation of Parent enforceable against Parent in accordance with its terms, except as enforcement of such terms may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors rights generally and by the availability of equitable remedies

(c) No Consent Required. None of the Sellers nor the Parent are required to obtain the consent of any other party or any consent, license, approval or authorization from, or registration, declaration or filing with, any governmental authority, bureau or agency in connection with the execution, delivery, performance, validity or enforceability of this Agreement and the Parent Guaranty

(d) No Violations The execution, delivery and performance of this Agreement by each Seller will not violate any provision of any existing law or regulation or any order or decree of any court or the Articles or Certificate of Incorporation or Bylaws of such Seller, or constitute a material breach of any mortgage indenture, contract or other agreement to which Seller is a party or by which Seller may be bound The execution, delivery and performance of the Parent Guaranty by Parent will not violate any provision of any existing law or regulation or any order or decree of any court or the Articles or Certificate of Incorporation or Bylaws of Parent, or constitute a material breach of any mortgage, indenture, contract or other agreement to which Parent is a party or by which Parent may be bound

(e) Litigation Except as disclosed on Schedule 5 1(e) hereto, no litigation or administrative proceeding of or before any court, tribunal or governmental body is currently pending, or threatened, against any Seller or any of its properties or with respect to this Agreement which, if adversely determined, would have a material adverse effect on the transactions contemplated by this Agreement or the Contracts Except as disclosed on Schedule 5 1(e) hereto, no litigation or administrative proceeding

of or before any court, tribunal or governmental body is currently pending, or threatened against Parent, its Affiliates or any of their respective properties or with respect to this Agreement or the Parent Guaranty which, if adversely determined, would have a material adverse effect on the transactions contemplated by this Agreement, the Contracts or the Parent Guaranty

(f) Approvals, Licensing Each Seller was duly licensed, registered and qualified to do business in each applicable state at the time each Contract was written, to the extent such licensing, registration and qualification was required by applicable law including the states set forth on Schedule 5 1(f) hereto Each Seller is currently duly licensed, registered and qualified to do business in each state in which Contracts were originated, to the extent such licensing, registration and qualification is required by applicable law Except as set forth on Schedule 5 1(f) hereto, all actions, approvals, consents, waivers, exemptions, variances franchises, orders, permits, authorizations, rights and licenses required to be taken, given or obtained, as the case may be, by or from any federal. state or other governmental authority or agency, that are necessary or advisable in connection with the execution and delivery by each such Seller of this Agreement and other documents to be entered into in connection herewith, and the execution and delivery by Parent of the Parent Guaranty and other documents to be entered into in connection herewith, have been duly taken given or obtained, as the case may be, are in full force and effect, are not subject to any pending proceedings or appeals (administrative, judicial or otherwise) and either the time within which any appeal therefrom may be taken or review thereof may be obtained has expired or no review thereof may be obtained or appeal therefrom taken, and are adequate to authorize the consummation of the transactions contemplated by this Agreement and the Parent Guaranty and the other documents to be entered into in connection herewith on the part of each Seller and Parent and the performance by each Seller and Parent of their obligations hereunder and thereunder

(g) Brokerage or Finder's Fees Broker or finder's fees, or similar payments whatsoever called, due to other Persons by the Sellers shall be payable by the Seller, and broker or finder's fees, or similar payments whatsoever called, due to other Persons by the Buyer shall be payable by the Buyer

(h) Bulk Transfer Laws The transfer, assignment and conveyance of the Conveyed Property by Sellers pursuant to this Agreement is not subject to the bulk transfer or any similar statutory provisions in effect in any applicable jurisdiction

(i) Tax Matters All federal, state and local tax returns and reports required as of the date hereof to be filed by each Seller and Parent and their respective subsidiaries for taxable periods ending prior to the date hereof have been duly and timely filed by each Seller and Parent and their respective subsidiaries with the appropriate governmental agencies, and all such returns and reports are true, correct and complete in all material respects All federal, state and local income, profits, franchise, sales, use, occupation, property, excise, payroll, withholding, employment, estimated and other taxes of any nature, including interest, penalties and other additions to such taxes ("Taxes"), payable by, or due from, each Seller and Parent and their respective subsidiaries for all periods prior to the date hereof have been fully paid or adequately reserved for by each Seller and Parent and their respective subsidiaries or, with respect to Taxes required to be accrued, each Seller and Parent have properly accrued or will properly accrue such Taxes in the ordinary course of business consistent with past practice of each Seller and Parent Accruals for Taxes reflected on the books of each Seller and Parent and their respective subsidiaries at Closing will be adequate to pay all Taxes which thereafter become due with respect to each Seller and Parent and their respective subsidiaries or their assets or operations with respect to periods prior to

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Closing No liens, claims or encumbrances for unpaid Taxes owed by any of the Sellers or their direct or indirect affiliates shall attach to or affect the Conveyed Property Each Seller has within the time prescribed by applicable law, rule or regulation transmitted to the Internal Revenue Service and to each Obligor a Form 1098 or other form approved by the Internal Revenue Service setting forth the amount of interest paid by such Obligor to each Seller during each calendar year preceding calendar year 2002

(j) Powers of Attorney There are no persons, firms, associates, corporations, business organizations or other entities holding general or special powers of attorney from any Seller with respect to the Conveyed Property

(k) Deliveries All Contracts, Contract Files, documents, files and other items to be delivered by the Sellers pursuant to this Agreement shall be delivered to Buyer in a timely manner in accordance with the terms of this Agreement Each certificate of an officer, statement furnished in writing or report delivered pursuant to the terms hereof by any Seller, including any certificates relied on by legal counsel for Sellers and Parent in furnishing the legal opinions required by Section 9.3 hereof, is true and correct in all material respects

(l) Equivalent Value The Purchase Price paid to each Seller for the Conveyed Property represents fair market value and constitutes reasonably equivalent value for purposes of Title 11 United States Code §548

(m) [Intentionally omitted.]

(n) Financial Statements The Schedule 5 1(n) previously furnished to Buyer in connection with another purchase of Contracts on November 27, 2002 are the latest available audited balance sheet of the Parent as of the fiscal years ended December 31, 2001 and December 31, 2000, respectively, and the related audited statements of income and cash flows for the respective periods then ended, on both a consolidated and consolidating basis, and unaudited financial statements of Parent for the six month period ended as of June 30, 2002 (the ' Parent Financial Statements") and also includes an audited balance sheet of CFSC as of the fiscal years ended December 31, 2001 and December 31, 2000, respectively, and the related audited statements of income and cash flows for the fiscal years then ended, and unaudited financial statements of CFSC for the six month period ended as of June 30, 2002 (the "CFSC Financial Statements) The Parent Financial Statements, the CFSC Financial Statements and Parent as set forth in its most recent annual 10-K report for fiscal year ending December 31, 2001 and Form 10-Q quarterly report for the six month period ended June 30, 2002, fairly present the assets, liabilities, financial condition, and results of operations of the Parent, and CFSC as at the respective dates thereof and for the periods therein referred to all in accordance with generally accepted United States accounting principles consistently applies

5 2 **Representations and Warranties With Respect to Contracts** For each Contract purchased by Buyer, the Sellers jointly and severally hereby represent and warrant to Buyer that

(a) Schedule of Contracts As of the Closing Date, the information set forth in the Schedule of Contracts is true and correct The Schedule of Contracts accurately reflects the applicable owner of each Contract (whether it be CFSC, CFC, CFCA, CFCC, CFCDC or CFLC) immediately prior to Closing, and such owner shall be the applicable Seller of such Contract to Buyer for purposes of this

Agreement A sub-schedule of each Land-and-Home Contract, together with its respective Unpaid Principal Balance as of the Cut-Off Date is set forth in Schedule 5 2(a) LHM hereto

(b) Binding Obligation The Contract (including the related Security Instrument) is the legal, valid and binding obligation of the Obligor thereunder and is enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditor's rights generally and by general principles of equity

(c) Insurance Coverage As of the Closing Date the Manufactured Home securing the Contract is covered by a hazard insurance policy (naming the applicable Seller as loss payee) for an amount equal to the Unpaid Principal Balance of the Contract or the cash value of the Manufactured Home whichever is less No force placed insurance premiums have been added to Obligor's balance under the Contract and any forced placed insurance with respect to a Contract shall be cancelled on the Closing Date

(d) Lawful Assignment The Contract was not originated in and is not subject to the laws of any jurisdiction whose laws would make the transfer of the Contract (including the related Security Instrument) pursuant to this Agreement unlawful or render the Contract (including the related Security Instrument) unenforceable

(e) Compliance with Law The Contract complies with all requirements of all federal, state and local laws, rules and regulations applicable to the Contract, including without limitation, usury, truth-in-lending, equal credit opportunity laws, consumer credit laws and lender licensing laws, including without limitation, laws relating to prepaid finance charges, origination fees, discount points and processing fees

(f) Valid Security Interest Each Contract (together with the related Security Instrument) creates a valid, subsisting and enforceable perfected first priority security interest in favor of the applicable Seller in the Manufactured Home covered thereby as security for payment of the principal balance and all other amounts owing under such Contract Upon execution and delivery of the Blanket Assignment and Bill of Sale, each Seller shall have assigned all of its right, title and interest in such Contract, including the security interest in the Manufactured Home covered thereby, to Buyer, whereupon Buyer shall have a valid and perfected and enforceable first priority security interest in the Manufactured Home covered thereby None of the Manufactured Homes securing such Contracts is deemed affixed to or part of the real property on which the Manufactured Home is situated

Each Mortgage is a valid first lien in favor of Seller on real property securing the amount owed by the Obligor under the related Land-and-Home Contract subject only to (a) the lien of current real property taxes and assessments, (b) covenants, conditions and restrictions rights of way, easements and other matters of public record as of the date of recording of such Mortgage, such exceptions appearing of record being acceptable to mortgage lending institutions generally in the area wherein the property subject to the Mortgage is located or specifically reflected in the appraisal obtained in connection with the origination of the related Land-and-Home Contract obtained by Seller and (c) other matters to which like properties are commonly subject which do not materially interfere with the benefits of the security intended to be provided by such Mortgage With respect to each Mortgage, the respective Mortgaged Property shall be free and clear of any mechanic's, materialmen's or similar liens, and there shall be no outstanding claims (whether known or unknown) asserted against Seller or which could be asserted against Seller or its assigns by any mechanics, materialmen, contractors or subcontractors relating to such

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Mortgaged Property Upon execution and delivery of the Blanket Assignment and Bill of Sale, Seller shall have assigned all of its right, title and interest in such Land-and-Home Contract and related Mortgage including the first priority security interest in the Manufactured Home covered thereby, to Buyer, whereupon Buyer shall have a valid, perfected and enforceable first priority lien upon the real property described in such Land-and-Home Contract

(g) Origination The Contract was either (i) originated by a manufactured housing dealer acting in the regular course of its business and was purchased by the applicable Seller in the regular course of its business for fair value, (ii) originated by the applicable Seller in the regular course of its business for fair value, or (iii) originated by the applicable Seller in the regular course of its business through a broker for fair value, in each case without fraud or misrepresentation on the part of the applicable Seller, and to the best of each Seller's knowledge, on the part of the related manufactured housing dealer or broker, as the case may be

(h) Good Title None of the Sellers have sold, assigned or pledged the Contract to any Person (other than those Contracts pledged to Lehman Commercial Paper, Inc and Credit Suisse First Boston Corporation pursuant to a warehouse credit facility and held by US Bank as custodian which lien shall be released immediately prior to Closing and at closing the original Contract shall be delivered to Buyer or a custodian on behalf of Buyer) and, immediately prior to the transfer of the Contract (including any related Security Instrument) by the applicable Seller to Buyer, such Seller had good and marketable title thereto free and clear of any encumbrance, equity, loan, pledge, charge, claim or security interest and was the sole owner thereof with full right to transfer the Contract (including the related Security Instrument) to Buyer At Closing, Buyer shall be vested with good and marketable title to the Contract (including the related Security Instrument) free and clear of any encumbrance, equity, loan, pledge, charge, claim or security interest None of the Contracts has been stamped as pledged or assigned to any third party or Affiliate

(i) Equal Installments Each Contract has a fixed Contract Rate and provides for originally scheduled level monthly payments which fully amortize the loan over its term No Contract provides for accrual of interest other than in accordance with the simple interest or actuarial method, and no Contract provides for accrued interest to be deferred and added to the principal balance of the Contract

(j) Enforceability Each Contract (including the related Security Instrument) contains customary and enforceable provisions so as to render the rights and remedies of the holder thereof adequate for the realization against the collateral of the benefits of the security provided thereby

(k) One Original There is only one original executed Contract and such original executed Contract shall be delivered to Buyer on or before the Closing Date Upon delivery to Buyer at Closing, each Contract shall have an assignment to Buyer (in such form as is satisfactory to Buyer) attached to it

(l) Primary Resident At the time of origination of each Contract, to the best knowledge of Sellers based on information provided by the Obligor, the Obligors of not less than ninety-five percent (95%) of the original principal balance of the Contracts were the primary residents of the related Manufactured Home

(m) Not Real Estate With respect to each Contract (other than a Land-and-Home Contract), the related Manufactured Home is not considered or classified as part of the real estate on which it is

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located under the laws of the jurisdiction in which it is located, and each Contract (other than a Land-and-Home Contract) constitutes chattel paper under the applicable Uniform Commercial Code

(n) Notation of Security Interest With respect to each Contract, if the related Manufactured Home is located in a state in which notation of a security interest on the title document is required or permitted to perfect such security interest, the title document shows the applicable Seller as the holder of a first priority security interest in such Manufactured Home, if the related Manufactured Home is located in a state in which the filing of a financing statement under the Uniform Commercial Code is required to perfect a security interest in manufactured housing, such filings or recordings have been duly made and show the applicable Seller as secured party If the related Manufactured Home secures a Land-and-Home Contract, the related real property securing such Land-and-Home Contract is subject to a first priority Mortgage properly filed in the appropriate public recording office naming the Seller as mortgagee In either case Buyer has the same rights as the secured party of record would have (if such secured party were still the owner of the Contract) against all Persons (including the applicable Seller and any trustee in bankruptcy of such Seller) claiming an interest in such Manufactured Home or related real property The original title document for the Manufactured Home noting the applicable Seller's first priority perfected lien on such certificate of title with respect to each Manufactured Home securing a Contract has been received by CFSC and will be delivered to Buyer at Closing together with the other deliveries required under this Agreement

(o) Federal Code The related Manufactured Home is a manufactured home within the meaning of 42 United States Code, Section 5402(6)

(p) Qualified Mortgage for REMIC Each Contract is secured by a "single family residence within the meaning of Section 25(e)(10) of the Internal Revenue Code of 1986, as amended (the "Code"), and is a "qualified mortgage" under Section 860G(a)(3) of the Code

(q) Intentionlly omitted

(r) Computer Tape With respect to a Contract, the computer tape made available by the Seller is complete and accurate as of its date and includes a description of such Contract that is consistent with the Schedule of Contracts, and in addition such computer tape reflects the complete payment history of such Contract which is in a format acceptable to Buyer The computer tape also reflects for each Contract, the applicable NSF fee, late charge fees and any prepayment penalties/fees which may be assessed under the terms of such Contract The computer tape is in a readable format compatible with Buyer's computer systems

(s) Marking Records With respect to a Contract, by the Closing Date, each Seller will have caused the portions of the electronic ledger relating to such Contract to be clearly and unambiguously marked to indicate that such Contract is owned by Buyer

(t) Contract File With respect to a Contract, by the Closing Date, the related Contract File contains the documents required to be contained therein pursuant to this Agreement, including Section 9 3 hereof

(u) Payments Repossession Bankruptcy As of the Cut-off Date and Closing Date, such Contract was not delinquent for more than fifty-nine (59) days, nor in bankruptcy or subject to replevin

foreclosure or repossession and the most recent scheduled payment was made by or on behalf of the respective Obligor (without any advance from any Seller or any Person acting at the request of any Seller) As of the Cut-off Date and Closing Date, (a) none of the Contracts were subject to legal proceedings against the respective Obligors nor was there any current or prior legal proceedings against any Seller, the servicer or any prior servicer or prior owner of such Contract, (c) none of the Manufactured Homes and Mortgaged Properties securing such Contracts were vacant or abandoned, and (d) none of the Contracts most recent payment(s) have been extended by CFSC, the applicable Seller or any other Person, in order to satisfy the delinquency or other representations set forth in Section 5 2 of this Agreement

(v) No Waivers The terms of the Contract have not been waived, altered or modified, except by instruments or documents identified in the Contract File or in the servicing records, provided that, notwithstanding the foregoing, no such waivers, alterations or modifications set forth in instruments or documents identified in the Contract File or in such servicing records (i) waive or otherwise adversely affect the regularly scheduled payments due under such Contract, (ii) adversely affect the ability of the holder of such Contract to realize upon the collateral securing such Contract, or (iii) adversely affect, contravene or nullify any representation or warranty made by any Seller pursuant to this Agreement, including the representations and warranties under Section 5 2 hereof

(w) No Defenses The Contract is not subject to (and the assignment thereof to Buyer pursuant to this Agreement will not subject the Contract to) any right of rescission, setoff, counterclaim or defense, including the defense of usury, and the operation of any of the terms of the Contract or the exercise of any right thereunder will not render the Contract unenforceable in whole or in part or subject to any right of rescission, setoff, counterclaim or defense, including the defense of usury, and no such right of rescission, setoff, counterclaim or defense has been asserted with respect thereto

(x) Contract in Force The Contract has not been satisfied or subordinated in whole or in part or rescinded, and the Manufactured Home securing the Contract has not been released from the lien of the Contract in whole or in part

(y) Capacity of Parties The signature(s) of the Obligor(s) on the Contract are genuine and all parties to the Contract had full legal capacity to execute the Contract

(z) No Defaults There was or is no default, breach, violation or event permitting acceleration existing under the Contract, and no event which, with notice and the expiration of any grace or cure period would constitute such a default, breach, violation or event permitting acceleration under such Contract None of the Sellers nor their Affiliates has waived any such default, breach, violation or event permitting acceleration under such Contract except as provided in Section 5.2(v) above provided that no such waiver (i) waives or otherwise adversely affects the regularly scheduled payments due under such Contract, (ii) adversely affects the ability of the holder of such Contract to realize upon the collateral securing such Contract, or (iii) adversely affects contravenes or nullifies any representation or warranty made by any Seller pursuant to this Agreement As of the Closing Date, the related Manufactured Home is free of damage and in good repair and no Manufactured Home has suffered hurricane, earthquake, tornado or flood damage that is not covered by a hazard insurance policy

(aa) No Liens As of the Closing Date, there are no liens or claims which have been filed or attached, and no event has occurred prior to the Closing Date which would form the basis for any such

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filing or attachment, for work, labor, materials, taxes or other matters adversely affecting the Obligor's ability to perform the Contract or affecting the Manufactured Home or any related Conveyed Property securing the Contract

(bb) No Litigation No litigation or administrative proceeding of or before any court tribunal or governmental body is currently pending or threatened against Seller or any prior servicer or owner with respect to the Contract

(cc) No Government, Corporate or Foreign Obligor No Contract is due from the United States of America or any state or any agency, department, subdivision or instrumentality thereof The Obligor(s) on the Contract are natural persons who are citizens, or legal resident aliens, of the United States of America

(dd) No Omissions There have been no omissions or misrepresentations in any document provided or statement made to Buyer concerning the Contracts by or on behalf of Seller in connection with the transactions contemplated by this Agreement.

5.3 **Remedy for Breach of Representation and Warranty Contained in Section 5.2** The representations and warranties set forth herein shall survive the sale of the Conveyed Property to the Buyer and shall inure to the benefit of Buyer, its successors and assigns, notwithstanding any restrictive or qualified endorsement on any Contract, for the applicable statutes of limitation Upon any Seller becoming aware of any breach of any of the representations and warranties of any Seller set forth in this Agreement, such Seller shall promptly (within at least two (2) Business Days) provide Buyer written notice thereof

Buyer's written notice to a Seller regarding a breach of any of the representations and warranties of a Seller set forth in this Agreement shall constitute a "Breach Notice" for purposes hereof With respect to a breach of any representation or warranty set forth in Section 5 2 hereof that adversely affects the value of the related Contract (notwithstanding any knowledge or investigation on the part of Buyer), if such breach is not cured within ten (10) Business Days from the date of the earlier of (i) any Seller becoming aware of such breach or (ii) Buyer s delivery of a Breach Notice to any Seller with respect to such breach, the applicable Seller and, if requested by Buyer, such other Seller(s) (on a joint and several basis), shall be required (within five (5) Business Days following demand by Buyer) at Buyer's option, (i) to repurchase without recourse the Contract with respect to which such breach exists from Buyer at the related Repurchase Price (as defined hereunder), and/or (ii) pay Buyer or its assigns Damages resulting from such breach, which remedies shall be cumulative and nonexclusive and in addition to such other rights and remedies available to Buyer and its assigns, whether under this Agreement, at law or in equity Nothing in this Section 5 3 shall be construed to limit the indemnification obligations of the Sellers set forth in this Agreement including Section 10 1 hereof For avoidance of doubt, the parties acknowledge and agree that (a) in the event the original title document noting the applicable Seller's first priority lien on the certificate of title with respect to each Manufactured Home securing a Contract is not delivered to Buyer (at the expense of the Sellers) on the Closing Date, or (b) in the event the original recorded Mortgage (together with all properly recorded intervening assignments thereof from originator to Seller) securing each Contract is not delivered to Buyer (at the expense of the Sellers) within 150 days following the Closing Date, any such event shall be deemed a breach which adversely affects the value of the related Contract for purposes of this section, and Buyer shall have the right to demand repurchase of such Contract as provided herein and the Seller(s) shall perform such repurchase as provided herein

With respect to the representation and warranty made by Sellers for each Contract in Section 5 2(t) hereof entitled "Contract File," the Buyer shall have 150 days following the Closing Date in which to review the related Contract Files transferred to Buyer and make any claims with respect to a breach of Section 5.2(t) due to requisite documents missing from any such Contract Files, and following the expiration of such 120 day period, the Buyer shall not have the right to make any additional claims under this Section 5 3 due to a breach of Section 5 2(t) for requisite documents missing from such Contract Files, provided that claims made by Buyer under this Section 5 3 prior to the expiration of the 120 period for a breach of Section 5 2(t) due to requisite documents missing from such Contract Files shall remain enforceable against Sellers following the expiration of such 120 day period The preceding sentence in no way limits the period of time in which Buyer may make claims for other defaults or breaches (including a default in or breach of any other representation or warranty made by any of the Sellers) which may arise under this Agreement For avoidance of doubt, a claim made for a breach of Section 5 2(t) due to missing documents required to be delivered by Sellers (or any one of them) to Buyer pursuant to this Agreement shall be deemed a breach which adversely affects the value of the related Contract for purposes of this section 5 3

With respect to the representations and warranties contained herein, which are made to a Seller's knowledge or to the best of a Seller's knowledge or as to which a Seller has no knowledge, if it is discovered by any of the Sellers or Buyer that the substance of such representation or warranty is inaccurate and such inaccuracy materially and adversely affects the value of the related Contract, then notwithstanding any Seller's knowledge with respect to the substance of such representation and warranty being inaccurate at the time the representation or warranty was made, the Sellers shall be required to cure or remedy such breach in accordance with this Agreement in respect of such Contract

In the event any Seller is required to repurchase any Contract as set forth in this section, Buyer shall deliver to such Seller (unless otherwise directed by such Seller) the related Contract File and assign to such Seller (as directed by such Seller) all of Buyer's right, title and interest in and to the related Contract, free and clear of any and all claims, liens and encumbrances, except for those which existed at the time of Buyer's purchase thereof from the Sellers or which relates to any breach of representation or warranty set forth in Section 5 1 or Section 5 2 or which relate to any negligence, misconduct or unlawful act or omission on the part of any Seller or its Affiliates The "Repurchase Price" shall be, in the case of a Contract, the respective Purchase Price of such Contract less principal received thereon by Buyer as of the date of repurchase plus the accrued, unpaid interest as of the date of repurchase If a Seller is required to repurchase, such Seller shall pay to Buyer an amount equal to such Repurchase Price in cash within twenty (20) days following the applicable cure period, and, upon such payment, such Seller shall have no further obligation to Buyer with respect to such Contract, except for the indemnity obligations of each Seller set forth in this Agreement including Section 10 1 hereof In connection with any repurchase by a Seller pursuant to this section, Buyer shall execute such instruments of transfer as reasonably requested by such Seller Following the date of any such repurchase by a Seller, Buyer shall also promptly remit to the applicable purchaser of a repurchased contract, whether it be a Seller or Parent, any payments from such repurchased contract received by Buyer following the applicable date of repurchase All costs and expenses (including reasonable attorneys' fees) related to any repurchase pursuant to this section shall be paid by Sellers

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ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF BUYER

6 1 **Buyer Representations and Warranties** Buyer hereby represents and warrants to Sellers, as of the Closing Date, as follows

(a) Organization and Good Standing Buyer is a corporation duly organized, validly existing and in good standing under the laws of Delaware and has the corporate power to own its assets and to transact the business in which it is currently engaged Buyer is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction in which the character of the business transacted by it or properties owned or leased by it requires such qualification and in which the failure so to qualify would have a material adverse effect on the business, properties, assets or condition (financial or other) of Buyer

(b) Authorization, Binding Obligations Buyer has the power and authority to make, execute, deliver and perform this Agreement and all of the transactions contemplated under this Agreement and has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement When executed and delivered, this Agreement will constitute the legal, valid and binding obligation of Buyer enforceable in accordance with its terms, except as enforcement of such terms may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and by the availability of equitable remedies

(c) No Consent Required Buyer is not required to obtain the consent of any other party or any consent, license, approval or authorization from, or registration or declaration with, any governmental authority, bureau or agency in connection with the execution, delivery, performance, validity or enforceability of this Agreement

(d) No Violations The execution, delivery and performance of this Agreement by Buyer will not violate any provision of any existing law or regulation or any order or decree of any court or the Charter or Bylaws of Buyer, or constitute a material breach of any mortgage indenture, contract or other agreement to which Buyer is a party or by which Buyer may be bound

(e) Litigation No litigation or administrative proceeding of or before any court, tribunal or governmental body is currently pending, or to the knowledge of Buyer threatened, against Buyer or any of its properties or with respect to this Agreement which, if adversely determined would have a material adverse effect on the transactions contemplated by this Agreement.

(f) Approvals, Licensing, Etc All actions, approvals, consents, waivers, exemptions variances, franchises, orders, permits, authorizations rights and licenses required to be taken, given or obtained, as the case may be, by or from any federal, state or other governmental authority or agency, that are necessary or advisable in connection with the execution and delivery by Buyer of this Agreement and other documents have been duly taken, given or obtained, as the case may be, are in full force and effect are not subject to any pending proceedings or appeals (administrative, judicial or otherwise) and either the time within which any appeal therefrom may be taken or review thereof may be obtained has expired or no review thereof may be obtained or appeal therefrom taken, and are adequate to authorize the consummation of the transactions contemplated by this Agreement and the other documents to be entered

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into in connection herewith on the part of Buyer and the performance by Buyer of its obligations hereunder and thereunder

(g)

Brokerage or Finder s Fees Broker or finder's fees, or similar payments whatsoever called, due to other Persons by the Sellers shall be payable by the Seller, and broker or finder's fees, or similar payments whatsoever called, due to other Persons by the Buyer shall be payable by the Buyer

ARTICLE 7
SERVICING

7 1 **Transfer and Assignment of Servicing** The Sellers jointly and severally represent and warrant that (i) CFSC currently services the Conveyed Property, and as of the Closing Date, no other Person has servicing or custodial rights to the Conveyed Property, (ii) CFSC has complied with all federal state and local laws and regulations applicable to the servicing of the Conveyed Property, and (iii) there exists no claim, litigation or lawsuit against any Seller or its Affiliates with respect to the servicing of the Conveyed Property or any other property which any Seller currently services Effective as of the applicable Servicing Transfer Date (as defined hereunder), each Seller (including CFSC) relinquishes the servicing rights and responsibilities related to the Conveyed Property as of the Closing Date to the Buyer or its assigns and Buyer or its assigns shall thenceforward be responsible for the servicing of the Conveyed Property, but subject to any claims which Buyer may have against CFSC and the Sellers for their servicing of the Conveyed Property CFSC represents that prior to the applicable Servicing Transfer Date (if such date is after the execution of this Agreement), CFSC shall service and collect the Contracts and property that constitute the Conveyed Property, in a prudent and reasonable manner, at least in accordance with standards generally applied in the manufactured housing finance industry All payments and collections derived from the Conveyed Property and received by any Seller (including CFSC) on and after the Cut-Off Date shall be the property of Buyer which shall be held in trust for Buyer, and each Seller (including CFSC) will promptly transmit or cause to be transmitted directly to Buyer for Buyer s own account (within one (1) Business Day of such Seller's receipt thereof) any amounts or items received as payments upon or otherwise in connection with the Conveyed Property together with any correspondence related to the Conveyed Property, and which amounts so received by such Seller shall be transmitted in such form as directed by Buyer and properly endorsed where required for Buyer to collect them Each Seller's obligations set forth in the immediately preceding sentence shall expressly survive the applicable Servicing Transfer Date Buyer shall provide CFSC with wire transfer instructions for Buyer's account for remittance of such payments Following the Servicing Transfer Date, CFSC (and the other Sellers) shall promptly (within two (2) Business Days of such Person's receipt thereof) forward to Buyer all future correspondence, notices and any other nonpayment items received by CFSC (and the other Sellers) with respect to each Contract

7 2 **Good-Bye Letters** On or before the Closing Date, CFSC shall mail letters (i e , 'goodbye letters'), conforming to legal requirements (including 24 CFR §3500 21(d) to the extent applicable) and reasonably satisfactory in form and content to Buyer, to all Obligors on the Contracts advising that the servicing of the Contracts will be transferred to Buyer on the "applicable Servicing Transfer Date " which shall be (a) in the case of all Contracts (other than the Land-and-Home Contracts) on December 28, 2002, and (b) in the case of the Land-and-Home Contracts, on December 12, 2002 (such

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date to be at least 15 days following the delivery of the goodbye letters to the obligors under the Land-and-Home Contracts), and that all payments under such Contracts from and after the applicable Servicing Transfer Date should be made to Buyer On or prior to December 28, 2002 the Buyer shall mail letters (i.e "hello letters"), conforming to legal requirements (including 24 CFR §3500 21(d) to the extent applicable) and reasonably satisfactory in form and content to CFSC, to all Obligors on the Contracts advising that the Buyer shall be servicing the Contracts from and after the respective Servicing Transfer Date and that all payments from and after the respective Servicing Transfer Date should be made to Buyer CFSC shall provide Buyer with a sample copy of such letters sent by CFSC, and Buyer shall provide CFSC with a sample copy of such letters sent by Buyer, prior to the date such letters are to be delivered as set forth in this section

7 3 **Subservicing for Land and Home Contracts During Subservicing Period** With respect to the Land-and-Home Contracts which are being sold to Buyer, the Servicing Transfer Date shall be December 28, 2002 as described above Beginning on the Closing Date and continuing until the December 28 2002 (the "Subservicing Period"), each Seller hereby designates and appoints Buyer as the subservicer for the Land-and-Home Contracts which are sold by such Seller to Buyer on the Closing Date During the Subservicing Period, Buyer shall service and collect the Land-and-Home Contracts in a prudent and reasonable manner in accordance with standards generally applied in the manufactured housing finance industry All payments and collections derived from the Land-and-Home Contracts and received by any Person (including Seller or their Affiliates) on and after the Cut-Off Date shall be the property of Buyer During the Subservicing Period, the Sellers shall not take any actions with respect to the servicing of the Land-and-Home Contracts without the prior written consent and authorization by Buyer (as subservicer during the Subservicing Period) except for Seller s receiving collections and other amounts on the Land-and-Home Contracts and promptly remitting such collections to Buyer as provided in Section 7 1 Each Seller agrees to take such actions and execute such documents as reasonably requested by Buyer in order to permit Buyer to properly service and collect the Conveyed Property

7 4 **Buyer and Sellers Covenant.** Sellers shall be responsible for information reporting of Form 1098 or other form approved by the Internal Revenue Service for interest paid by any Obligor to such Seller during calendar year 2002 prior to and including the Cut-off Date, and Buyer shall be responsible for information reporting of Form 1098 or other form approved by the Internal Revenue Service for interest paid by any Obligor to the Buyer during calendar year 2002 following the Cut-off Date

ARTICLE 8
ADDITIONAL COVENANTS AND FURTHER ASSURANCES

8 1 **Access to Information** From and after the date hereof, each Seller shall afford to Buyer its attorneys, accountants and such other representatives of the Buyer as Buyer shall designate to such Seller in writing, free and full access at all reasonable times, and upon reasonable prior notice, to the Conveyed Property and the books and records of such Seller relating to the Conveyed Property, and to interview personnel and customers of such Seller, in order that Buyer may have full opportunity to make such investigation as it shall reasonably desire of the Conveyed Property In addition, each Seller shall provide to Buyer and its representatives such additional financial and operating data and other information in respect of the Conveyed Property, and the business and operations of such Seller relating to the Conveyed Property, as Buyer shall from time to time reasonably request

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8 2 **Operation of Business of Seller** Following the date hereof, each Seller shall (a) maintain its corporate existence in good standing, (b) operate its business substantially as presently operated and only in the ordinary course and consistent with past operations, (c) use its best efforts to preserve intact its present business organization necessary to perform such Seller's obligations under this Agreement (including, without limitation, each Seller s obligations under Section 5 3 and Section 10 1 hereof), and (d) maintain its respective insurance coverages Each Seller shall further comply in all respects with all applicable laws, rules and regulations and pay all taxes, charges and assessments when due, subject to any valid objection or contest of such amounts asserted in good faith and adequately reserved against, which covenant shall survive each Closing Date

8 3 **Further Assurances** In order to protect and secure Buyer's rights hereunder, each Seller, upon the request of Buyer and at the expense of the Sellers, shall perform or cause to be done and performed, every reasonable act necessary or advisable to put Buyer in position to enforce the payment of the Contracts and to carry out the intent of this Agreement

8 4 **Force-Placed Insurance** Each Seller covenants and agrees that Seller's agreements with any companies providing force placed insurance and/or insurance tracking for any of the Conveyed Property shall have been cancelled and terminated on the applicable Servicing Transfer Date and Buyer shall have no obligation with respect thereto

ARTICLE 9
CLOSING

9 1 **Schedule of Contracts** On or prior to the Closing Date, the Sellers shall provide to Buyer the Schedule of Contracts which shall list each Contract to be purchased on the Closing Date and shall set forth the Cut off Date for the Closing, and as to each such Contract, shall set forth the following information

(a) the Contract origination date,
(b) the account number of the Contract,
(c) the name of the Obligor,
(d) the state in which the Manufactured Home which is security for the Contract is located,
(e) the original term of the Contract in months,
(f) the remaining term of the Contract in months as of the Cut-Off Date,
(g) the then Unpaid Principal Balance as of the Cut-Off Date,
(h) the Contract Rate,
(i) the accrued interest at the Contract Rate,
(j) the first payment due date,
(k) the last paid date,
(l) the next payment due date,
(m) the applicable Seller of the Contract, and
(n) the Purchase Price of the Contract

9 2 **Closing Location** The Closing hereunder will take place at the offices of Buyer in Knoxville, Tennessee or such other location as may be agreed to by the parties to this Agreement.

9 3 **Sellers' Deliveries** On or prior to the Closing (except as otherwise stated), Sellers (at Sellers' expense) shall deliver, or cause to be delivered, to Buyer at the offices of Buyer in Knoxville Tennessee, the following with respect to each Contract and the transactions contemplated hereby

(a) The Contract File which shall include the following documentation as to each Contract set forth in the Schedule of Contracts

(i) the original executed Contract and related Security Instrument with a blanket assignment, in the form of the Blanket Assignment and Bill of Sale, of all of each Seller s right, title and interest therein,

(ii) with respect to each Land-and-Home Contracts evidenced by a promissory note or other instrument, the original promissory note or instrument, together with an original allonge executed by Seller which states "Pay to the order of 21st Mortgage Corporation" attached to it

(iii) with respect to any Land-and-Home Contract, an ALTA mortgagee policy of title insurance in the original principal amount of such Contract insuring Seller and its assigns as first mortgagee,

(iv) with respect to the Land-and-Home Contracts the original recorded Mortgage, the original assignment, if any, and any intervening assignment of the Mortgage, each with evidence of recording thereon, showing Seller as mortgagee or the complete recorded chain of assignment of the Mortgage from origination to Seller, together with an individual assignment to Buyer for each Mortgage duly executed and recorded in the jurisdiction in which the Mortgaged Property is located

(v) the original Security Instrument and an assignment in recordable or registerable form acceptable to Buyer of all of each Seller's right, title and interest therein,

(vi) the insurance policies (including hazard insurance policies) pertaining to each Contract with evidence changing the loss payee or additional insured under such insurance policies to Buyer for each Contract, including proper notification to the respective Obligors and insurance carriers to effectuate such change (which change may be effectuated within 3 Business Days following the Closing Date),

(vii) the originals or copies of the invoices of the manufacturer of the Manufactured Home and the vendors of the additional accessories and furnishings in the Manufactured Home described in the Contract in including any add/delete sheets, prepared by Seller, describing any accessories and furnishings, provided, further, that any such add/delete sheets or like documents not contained in the Contract File on the Closing Date will be the property of Buyer as of the Closing Date,

(viii) if the Contract File contains evidence of any mechanic's, materialmen's or similar liens on either the Manufactured Home or any additional furnishings or accessories therein described in the Contract, written verification that any such liens have been released, which verification may consist of the original of a release documents from the lienor the original or a copy of a duly filed or recorded release document or the original of a duly performed lien search revealing no such liens,

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(ix) Obligor credit data,

(x) Obligor payment history and collection records from the Contract's date of origination including, if applicable, ledger cards to the extent Sellers are unable to provide Buyer such information in electronic and readable format compatible with Buyer's computer systems, and

(xi) Credit application for the Obligor and general underwriting documents of Seller

(b) The computer tape described in Section 5 2(r)

(c) Any amounts received by any Seller after the Cut-Off Date under Section 7 1 hereof

(d) The executed Blanket Assignment and Bill of Sale

(e) An unconditional guaranty of Parent, substantially in the form set forth on Exhibit C hereto (the "Parent Guaranty ')

(f) [Intentionally Omitted]

(g) A certificate in the form attached hereto as Exhibit D signed by an authorized officer of each Seller

(h) A power of attorney in the form attached hereto as Exhibit F signed by an authorized officer of each Seller, and a power of attorney in the same form signed by an authorized officer of each Seller

(i) Opinion of counsel to each of the Sellers and Parent dated as of the date of Closing, in the form of Exhibit G attached hereto, acceptable to Buyer and Buyer's counsel, including an opinion of counsel acceptable to, and as requested by, Buyer and Buyer s counsel covering certain bankruptcy and insolvency matters (i e ' true sale ' of Conveyed Property from each of the Seller to Buyer)

(j) Executed Bailee's letter and release by and among U S Bank National Corporation, Buyer each of Sellers and Lehman Commercial Paper Inc

(k) UCC-1 Financing Statement naming each Seller as 'Seller' and Buyer as "Purchaser , together with a description of the Conveyed Property, to be filed at the Secretary of State of Delaware in the case of CFSC, CFC and CFCA, and at the Secretary of State of New York in the case of CFCC,, and at the Secretary of State of Minnesota in the case of CFLC, and such other governmental filing offices necessary to perfect (by filing) the sale of the Conveyed Property which constitutes chattel paper under the applicable state's Uniform Commercial Code governing the sale and perfection thereof Sellers agrees to pay any and all fees, taxes or other costs associated with such filing(s)

(l) Such information from Sellers as Buyer reasonably requests regarding the Conveyed Property

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(m) A certificate of the Secretary of State of the applicable state of incorporation of each of the Sellers and Parent dated as of a recent date as to the due incorporation and good standing of each of the Sellers and Parent

(n) A certificate of the respective Secretary for each of the Sellers and Parent dated the date of each Closing and certifying (i) that attached thereto is a true, complete and correct copy of the By-laws of such company as in effect on the date of such certification, (ii) that the Articles or Certificate of Incorporation of such company have not been amended since the date of the last amendment referred to in the certificate delivered pursuant to subsection (g) above, (iii) that attached thereto are true complete and correct copies of the resolutions duly adopted by the Board of Directors of such respective company approving the transactions contemplated hereby and authorizing the execution delivery and performance by such company of this Agreement and, in case of the Parent, the Parent Guaranty, as in effect on the date of such certification, and (iv) as to the incumbency and signatures of those officers of such company executing any instrument or other document delivered in connection with such transactions

9 4 **Payment of Purchase Price** Subject to the satisfaction of the closing conditions set forth in this Agreement and each Seller's complying on the Closing Date in all material respects with the terms and conditions herein, Buyer shall pay the Purchase Price as described in paragraph 3 1 (less the applicable holdback amount) to Sellers on the Closing Date, by wire transfer, in immediately available funds, to a bank account specified by Sellers to Buyer A Closing Statement shall be prepared by CFSC and executed by Sellers and Buyer subject to Buyer's acceptance thereof, and said Closing Statement shall contain wire transfer instructions for the account designated by Sellers and shall properly reflect the Holdback Amount.

9 5 **Buyer Deliveries** At each Closing, Buyer shall deliver to Sellers a certificate in the form attached hereto as Exhibit E signed by an authorized officer of Buyer

9 6 **Conditions to Closing** The obligation of the parties hereunder at Closing and the consummation of the transactions contemplated by this Agreement are subject to the satisfaction and fulfillment of each of the following conditions, unless waived by the respective parties hereto

(a) The representations and warranties made in this Agreement by the Sellers and Buyer shall be true and correct in all material respects as of the date of Closing as though such representations and warranties were made at and as of such time

(b) The delivery to Buyer of the items as set forth in Section 9 1 and 9 3 hereof, together with all Exhibits and Schedules to this Agreement, as updated through the Closing Date, which items, Exhibits and Schedules shall be satisfactory to Buyer in its reasonable discretion

(c) The parties shall have performed or complied with all their respective covenants, agreements and obligations pursuant to this Agreement required to be performed or complied with prior to or at Closing

(d) The parties shall have received duly executed copies of all consents, authorizations, approvals, notices registrations and filings required by law to consummate the transactions contemplated hereby

(e) No action suit or other proceeding shall be pending or threatened before any court, tribunal or governmental authority seeking or threatening to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or seeking to obtain damages in respect thereof, or involving a claim that consummation thereof would result in a violation of any law, rule, decree or regulation of any governmental authority having appropriate jurisdiction and no order, decree or ruling of any governmental authority or court shall have been entered challenging the legality, validity or propriety of or otherwise relating to, this Agreement or the transactions contemplated hereby or prohibiting, restraining or otherwise preventing the consummation of the transactions contemplated hereby

(f) The form of all instruments, certificates and documents to be executed and delivered by the parties pursuant to this Agreement and all legal matters in respect of the transactions as herein contemplated shall be reasonably satisfactory to the parties and their respective counsel, none of whose approval shall be unreasonably withheld or delayed

(g) No statute, rule, regulation or order shall have been adopted or promulgated which materially adversely affects the Conveyed Property or the transactions contemplated hereby as determined by the parties hereto

(h) Buyer, its accountants, attorneys and other representatives shall have been given a full opportunity to conduct a due diligence review of the Conveyed Property and Buyer shall have been satisfied, in its sole discretion, in all respects with the results of such investigation

(i) Buyer's board of directors shall have authorized and approved Buyer entering into this Agreement and the transactions contemplated hereby

ARTICLE 10
INDEMNIFICATION

10 1 **Sellers' Indemnification and Hold Harmless** Notwithstanding any provision to the contrary contained herein, Buyer shall not be liable for any acts or omissions of any of the Sellers the Parent or their Affiliates occurring prior to, on or following the Closing Date The Sellers, jointly and severally, agrees to protect, indemnify and hold Buyer, its respective assigns and Affiliates and each of their respective past, present and future employees, officers, directors, agents, partners, representatives and attorneys, harmless against, and in respect of, any and all claims (including reasonable attorneys fees in connection therewith) and Damages arising from or related to (i) any breach of the agreements, covenants, representations or warranties made by any Seller or Parent in this Agreement or related transaction documents (ii) any acts or omissions by any Seller or its Affiliates (including Parent) under the terms of this Agreement or documents entered into in connection herewith or therewith, (iii) any acts or omissions of any prior servicer, owner or originator of the Contracts or their Affiliates or (iv) any acts or omissions of any Seller or its Affiliates (including their respective past, present and future employees, officers, directors partners, agents and representatives) occurring prior to, on or following the Closing Date, including without limitation, any Seller's servicing of the Conveyed Property

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10 2 **Buyer Indemnification** Buyer agrees to protect, indemnify and hold Sellers and their past, present and future employees, officers, directors, agents, partners, joint venturers, representatives and attorneys harmless against and in respect of, any and all Damages resulting from (i) any breach of the agreements, representations, covenants or warranties made by Buyer herein or any acts or failures to act by Buyer under the terms hereof or documents entered into in connection herewith, or (ii) the gross negligence or willful misconduct on the part of Buyer in servicing the Contracts following the Closing

ARTICLE 11
PUBLIC ANNOUNCEMENTS

11 1 **Public Announcements** Except as required by law, rule or regulation or as otherwise agreed to by the mutual written consent of the parties hereto, neither party hereto will make any public announcement of this transaction without the prior written approval of the other; and, except as otherwise required by applicable law, rule or regulation the Sellers, Parent and Buyer shall keep all information related to this Agreement confidential, provided that, Buyer may disclose such information related to Seller, Parent, this Agreement and the transactions contemplated hereby, to Buyer's accountants, legal representatives, underwriters and ratings agencies, or as may be necessary for public regulatory filings in Buyer's regular course of business Notwithstanding the foregoing, the parties acknowledge and agree that Buyer and CFSC may make a public announcement of the consummation of sale of the Conveyed Property hereunder which may include the identity of the parties involved and approximate dollar amount of the Unpaid Principal Balance of the Contracts conveyed hereunder, provided that disclosure in such public announcement of any other material details of the transaction shall be subject to the prior review and written consent of the other party

ARTICLE 12
NOTICES

12 1 **Notices** Any notice, demand or communication which either party desires or is required to give to the other party in connection with the Agreement must be in writing and must be either served personally or sent by fax and overnight mail, addressed to the other party, as follows, or to such other fax number and/or address as either party hereafter specifies in accordance with this Article

IF TO BUYER
21st Mortgage Corporation
607 Market Street – 10th floor
Knoxville, TN 37902
Fax (865) 292-2100
Attn President

IF TO SELLERS OR
TO ANY SELLER
Conseco Finance Servicing Corp
345 St Peter Street
110 Landmark Towers
Saint Paul, MN 55102
Fax 651-293-5746

Attn General Counsel]

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Notice delivered to CFSC shall be deemed notice to CFSC and each of the other Sellers, as the case may, be for purposes of this Agreement, and CFSC upon receipt of notice from Buyer, shall be responsible for notifying the other Sellers as applicable

ARTICLE 13
GENERAL

13 1 **Termination** Anything herein to the contrary notwithstanding, this Agreement and the transactions contemplated by this Agreement shall terminate if the Closing does not occur on or before 5 00 p m Nashville time, on December 17, 2002 unless extended by mutual consent in writing of Buyer and Sellers

13 2 **Entire Agreement** This Agreement together with all Exhibits and Schedules hereto constitutes the entire agreement between the parties hereto and supersedes any and all representations, promises and statements, oral or written, made in connection with the subject matter of this Agreement and the negotiation hereof and no such representation, promise or statement not written herein will be binding on the parties This Agreement may not be varied or altered or its provisions waived except by an agreement in writing executed by duly authorized agents of the parties hereto Subject to Section 13 9 this Agreement will be binding upon and inure to the benefit of the parties hereto and each of their respective successors and assigns

13 3 **Governing Law** This Agreement will be interpreted, construed and enforced in accordance with the laws of the State of Tennessee

13 4 **Severability** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provisions in any other jurisdiction

13 5 **Captions** Captions are for convenience of reference only and are not to be considered as defining or limiting in any way the scope or intent of the provisions hereof

13 6 **Waivers, Cumulative Remedies** The waiver of any breach, term, provision or condition of this Agreement may not be construed to be a subsequent waiver of any other breach, term, provision or condition All remedies afforded by this Agreement for a breach hereof will be cumulative, that is in addition to all other remedies provided for herein or at law or in equity

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13 7 **Construction** Unless otherwise specifically provided, references in this Agreement to Articles Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of or to this Agreement All Exhibits and Schedules hereto are incorporated herein by the references thereto in this Agreement The designations of the parties to this Agreement and any pronouns referring to any party, wherever used must be so construed as to include the plural as well as the singular number, and whenever the context permits, any gender includes all other genders and the singular number includes the plural As used in this Agreement, the words "includes" and "including" are not limiting, and the words hereof" and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement

13 8 **Counterparts** This Agreement may be executed in one or more counterparts or duplicate originals, each of which must be deemed an original, but all of which together will constitute but one and the same instrument

13 9 **Assignment**. Buyer may freely assign any of its rights or obligations (other than Buyer's obligations to Sellers with respect to the Holdback under Section 3 2) hereunder None of the Sellers shall assign any of their rights or obligations hereunder without the prior written consent of Buyer

13 10 **Arbitration** Any dispute arising out of this Agreement or the formation thereof or the breach thereof shall be referred to the American Arbitration Association to be settled by arbitration in Knoxville, Tennessee, under the then-existing rules of the American Arbitration Association Any arbitration conducted pursuant to this Agreement shall be conducted by three (3) independent and impartial arbitrators, all of whom shall be attorneys with experience in commercial transactions in the financial services industry Buyer and CFSC shall each appoint one (1) arbitrator and such individuals will appoint the third arbitrator, provided, however, that if within twenty (20) days of written notice of the arbitration any arbitrator shall not have been selected, then the American Arbitration Association shall select the missing arbitrators in accordance with the criteria described above

All costs of each arbitration pursuant to this Section 13 10 (including, without limitation, all fees of the arbitrators) shall be shared equally by the parties hereto, provided, however, that each party shall bear the costs of its own attorneys' fees

Any determination or award rendered pursuant to arbitration shall be final and binding on the parties hereto, and payment shall be made as so determined within five (5) Business Days of the date of such award The judgment upon the award rendered by the arbitrators shall be entered in any court having jurisdiction

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IN WITNESS WHEREOF the parties hereto have executed this Purchase and Sale Agreement on the date first above written

21st MORTGAGE CORPORATION

By _____
Its _____

CONSECO FINANCE SERVICING CORP

By _____
Name
Title

CONSECO FINANCE CORP

By _____
Name
Title

CONSECO FINANCE CORP - ALABAMA

By _____
Name
Title

CONSECO FINANCE CREDIT CORP

By _____
Name
Title

CONSECO FINANCE LOAN COMPANY

By _____
Name
Title

EXHIBIT A
BLANKET ASSIGNMENT AND BILL OF SALE

Each of Conseco Finance Servicing Corp , a Delaware corporation ("CFSC"), Conseco Finance Corp , a Delaware corporation ('CFC"), Conseco Finance Corp-Alabama, a Delaware corporation ('CFCA'), Conseco Finance Credit Corp , a New York corporation ('CFCC"), and Conseco Finance Loan Company, a Minnesota corporation ("CFLC') (each, a "Seller" and collectively the "Sellers') (collectively 'Sellers), pursuant to the Purchase and Sale Agreement, dated as of December 13, 2002 (the Agreement') by and between Sellers and 21st Mortgage Corporation , a Delaware corporation (" Buyer"), for good and valuable consideration paid by Buyer, the receipt and sufficiency of which are hereby acknowledged, do hereby sell, assign, transfer, set over and convey, without recourse except as set forth in the Agreement, the Conveyed Property (which includes those Contracts identified on the Schedule of Contracts which is attached to the Agreement and incorporated by reference) of which the Seller(s) as described in the Agreement has good and marketable title, free and clear of all liens, claims and encumbrances, unto Buyer, its successors and assigns, for its and their own use forever

Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Agreement.

This Blanket Assignment and Bill of Sale and the covenants and agreements contained herein shall be binding upon each Seller, its successors and assigns, and shall inure to the benefit of Buyer its successors and assigns

This Blanket Assignment and Bill of Sale is expressly subject to the terms, conditions covenants, agreements, representations and warranties set forth in the Agreement

IN WITNESS WHEREOF, each Seller has caused this Blanket Assignment and Bill of Sale to be executed in its name by a duly authorized representative as of December 13, 2002

CONSECO FINANCE SERVICING CORP

By _____
Name
Title

CONSECO FINANCE CORP

By _____
Name
Title

CONSECO FINANCE CORP - ALABAMA

By _____
Name
Title

CONSECO FINANCE CREDIT CORP

By _____
Name
Title

CONSECO FINANCE LOAN COMPANY

By _____
Name
Title

BLANKET ASSIGNMENT AND BILL OF SALE

Each of Conseco Finance Servicing Corp , a Delaware corporation ("CFSC"), Conseco Finance Corp , a Delaware corporation (CFC"), Conseco Finance Corp-Alabama, a Delaware corporation ("CFCA"), Conseco Finance Credit Corp , a New York corporation ("CFCC"), Conseco Finance Consumer Discount Company ("CFCDC), a Pennsylvania corporation and Conseco Finance Loan Company, a Minnesota corporation ("CFLC)(each, a "Seller" and collectively the 'Sellers) (collectively "Sellers'), pursuant to the Purchase and Sale Agreement, dated as of December 13, 2002 (the 'Agreement"), by and between Sellers and 21st Mortgage Corporation , a Delaware corporation ("Buyer"), for good and valuable consideration paid by Buyer, the receipt and sufficiency of which are hereby acknowledged, do hereby sell, assign, transfer, set over and convey, without recourse except as set forth in the Agreement, the Conveyed Property (which includes those Contracts identified on the Schedule of Contracts which is attached to the Agreement and incorporated by reference), of which the Seller(s) as described in the Agreement has good and marketable title, free and clear of all liens, claims and encumbrances, unto Buyer, its successors and assigns, for its and their own use forever

Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Agreement

This Blanket Assignment and Bill of Sale and the covenants and agreements contained herein shall be binding upon each Seller, its successors and assigns, and shall inure to the benefit of Buyer, its successors and assigns

This Blanket Assignment and Bill of Sale is expressly subject to the terms conditions, covenants, agreements, representations and warranties set forth in the Agreement

IN WITNESS WHEREOF, each Seller has caused this Blanket Assignment and Bill of Sale to be executed in its name by a duly authorized representative as of December 13, 2002

CONSECO FINANCE SERVICING CORP

By _____
Name Brian F Corey, Senior Vice President

CONSECO FINANCE CORP

By _____
Name Brian F Corey, Senior Vice President

CONSECO FINANCE CORP - ALABAMA

By _____
Name Brian F Corey, Senior Vice President

CONSECO FINANCE CREDIT CORP

By _____
Name Brian F Corey, Senior Vice President

CONSECO FINANCE CONSUMER DISCOUNT COMPANY

By _____

Name: Brian F Corey, Senior Vice President

CONSECO FINANCE LOAN COMPANY

By _____

Name: Brian F Corey, Senior Vice President