FORM B10 (Official Form 10) (4/98) USBC Illinois Northern (4/1/98)

*FILE ORIGINAL FOR CHAPTERS 7 and 11, IN DUPLICATE FOR CHAPTER 13, FOR DATE-STAMPED COPY, SEE #9 BELOW

United States Bankruptcy Court
Northern District of Illinois Eastern **Division**

☐ CH 7 ☐ CH 13 ☒ CH 11
PLEASE CHECK CHAPTER

Name of Debtor: Conseco, Inc

Case Number: 02-49672

PROOF OF CLAIM

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

File Claim Form With
United States Bankruptcy Court
P O Box A3613
Chicago Illinois 60690-3612

Name of Creditor (The person or other entity to whom the debtor owes money or property)
The Pines Mobile Home Park

☐ 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

Name and Address Where Notices Should be Sent
Law Office of Charles M Greeff, PC
720 S W Washington Street, Suite 210
Portland, Oregon 97205
Telephone No 503-226-4366

☒ 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

REC'D FEB 13 2003
Creditor # _____

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor
Space Nos 5 and 339

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

1 BASIS FOR CLAIM

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

* Commercial Storage fee for manufactured home

2 DATE DEBT WAS INCURRED

3 IF COURT JUDGMENT DATE OBTAINED

4 Total Amount of Claim at Time Case Filed $ 2,292.04
If all or part of your claim is secured or entitled to priority also complete Item 5 or 6 below

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

5 Secured claim

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

Brief Description of Collateral

☐ Real Estate
☐ Motor Vehicle
☒ Other Manufactured Home

Value of collateral $ 2,292 04

Amount of arrearage and other charges at time case filed included in secured claim above if any $2,292 04

6 Unsecured Priority Claim

☐ Check this box if you have an unsecured priority claim
Amount entitled to priority $ _____
Specify the priority of the claim

☐ Wages salaries or commissions (up to $4 300) *earned within 90 days before filing of the bankruptcy petition or cessation of the debtor s business whichever is earlier 11 U S C § 507(a)(3)
☐ Contributions to an employee benefit plan 11 U S C § 507(a)(4)
☐ Up to $1 950* of deposits toward purchase lease or rental of property or services for personal family or household use 11 U S C § 507(a)(6)
☐ Alimony maintenance or support owed to a spouse former spouse or child 11 U S C § 507(a)(7)
☐ Taxes or penalties owed to governmental units 11 U S C § 507(a)(8)
☐ Other—Specify applicable paragraph of 11 U S C § 507(a)_____

*Amounts are subject to adjustment ... ter with respect to cases commenced on

Conseco Finance Servicing Claim
49676001774

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 ANY ATTACHMENT MUST BE 8-1/2 BY 11

9 DATE-STAMPED COPY To receive an acknowledgment of the filing of your claim enclose a stamped self-addressed envelope and an additional copy of this proof of claim

FILED
JAN 27 2003
NETH S GARDNER
MAILROOM - MM
STATES BANKRUPTCY COURT
DISTRICT OF ILLINOIS

Date 1/21/03

Sign and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any)
Paul Brewer DBA Pines Mobile Home Park

Penalty for presenting fraudulent claim Fine of up to $500 000 or imprisonment for up to 5 years or both 18 U

Paul Brewer, Agent

Conseco Inc Claim
49672003431

FORM B10 (Official Form 10) (4/98) USBC Illinois Northern (4/1/98)

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United States Bankruptcy Court
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Case Number: 02-49672

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Name of Creditor (The person or other entity to whom the debtor owes money or property)
The Pines Mobile Home Park

☐ 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

Name and Address Where Notices Should be Sent
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Telephone No 503-226-4366

☒ 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

REC'D FEB 13 2003
Creditor # _____

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor
Space Nos 5 and 339

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

1 BASIS FOR CLAIM

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

* Commercial Storage fee for manufactured home

2 DATE DEBT WAS INCURRED

3 IF COURT JUDGMENT DATE OBTAINED

4 Total Amount of Claim at Time Case Filed $ 2,292.04
If all or part of your claim is secured or entitled to priority also complete Item 5 or 6 below

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

5 Secured claim

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

Brief Description of Collateral

☐ Real Estate
☐ Motor Vehicle
☒ Other Manufactured Home

Value of collateral $ 2,292 04

Amount of arrearage and other charges at time case filed included in secured claim above if any $ 2,292 04

6 Unsecured Priority Claim

☐ Check this box if you have an unsecured priority claim
Amount entitled to priority $ _____
Specify the priority of the claim

☐ Wages salaries or commissions (up to $4 300) *earned within 90 days before filing of the bankruptcy petition or cessation of the debtor s business whichever is earlier 11 U S C § 507(a)(3)
☐ Contributions to an employee benefit plan 11 U S C § 507(a)(4)
☐ Up to $1 950* of deposits toward purchase lease or rental of property or services for personal family or household use 11 U S C § 507(a)(6)
☐ Alimony maintenance or support owed to a spouse former spouse or child 11 U S C § 507(a)(7)
☐ Taxes or penalties owed to governmental units 11 U S C § 507(a)(8)
☐ Other—Specify applicable paragraph of 11 U S C § 507(a)_____

*Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment

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

8 SUPPORTING DOCUMENTS *Attach copies of supporting documents* such as promissory notes purchase orders invoices itemized statements of running accounts contracts court judgments mortgages security agreements and evidence of perfection of lien DO NOT SEND ORIGINAL DOCUMENTS If the documents are not available explain If the documents are voluminous attach a summary ANY ATTACHMENT MUST BE 8-1/2 BY 11

9 DATE-STAMPED COPY To receive an acknowledgment of the filing of your claim enclose a stamped self-addressed envelope and an additional copy of this proof of claim

THIS SPACE IS FOR COURT USE ONLY

KENNETH S GARDNER
MAILROOM - MM

FILED
JAN 27 2003
CLERK'S OFFICE
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS

Date 1/21/03

Sign and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any)
Paul Brewer DBA Pines Mobile Home Park

Penalty for presenting fraudulent claim Fine of up to $500 000 or imprisonment for up to 5 years or both 18 U

Paul Brewer, Agent

Conseco Inc Claim
49672003431

S. ORAGE and RESALE AGREEMEN.

THE PINES MOBILE HOME PARK, (the ' Park') and CONSECO FINANCE SERVICING CORPORATION (hereinafter referenced as 'Lienholder') hereby enter into the following Storage Agreement on the last date referenced on Page 5 of this Agreement whereby the Park and Lienholder agree to each and every one of the following terms

1 Lienholder shall store its 1999 ' Skyline" manufactured dwelling Plate No X249223 Vehicle Identification No 21910365LAB (the "Home') at 61000 Brosterhous Road, Space No 5 Bend Oregon 97702 (the "premises" or the "Space"), until the earliest of the following dates (1) such time as a purchaser of the home has been approved by the Park as a tenant, and said purchaser has entered into a Rental Agreement for the Space (2) such time as Lienholder fails to comply with any term of this Agreement or applicable law, or (3) twenty-four (24) months from the date of the Park's abandonment notice (May 8 2004)

2 (a) Lienholder agrees to pay amounts owing relating to the Space and execution of this Agreement, in the total amount of $1 840 80

(b) Lienholder agrees to timely periodic payment of all further storage charges to the Park in the sum of Three Hundred Fifteen Dollars ($315 00) per month for each month the home is stored on the space payable on or before the first day of each month with the first payment due on or before the first (1st) day of August 2002 Utility charges are also to be paid each month, as invoiced to Lienholder by the Park, and Lienholder agrees to pay such charges within 30 days of receipt of the invoice The utility or service charges to be paid are limited to charges for electricity, water, sewer service and natural gas and are incidental to the storage of the home This payment shall be due no more frequently than once per month, as set forth herein,

(c) The amount of storage charges for the Space may be increased, with thirty (30) days prior written notice issued by the Park to Lienholder sent via first class mail postage prepaid to the following address Conseco Finance Servicing Corporation, Attn Mr Gene Farrens P O Box 3290, Federal Way, Washington 98063 Lienholder shall be responsible for this payment Monthly payments are non-refundable, and Lienholder is not entitled to a refund of any storage charges should it remove the Home from storage prior to the end of a given month for which payment has previously been made,

p 1 Jan 16 03 12 15p

(d) Lienholder shall repair any defects in the physical condition of the home that existed prior to the date of execution of this Agreement Lienholder agrees that the defects and repairs set forth herein are necessary For homes that were first placed at the premises within 24 months prior to the date of execution of this Agreement, the repairs set forth herein are consistent with facility standards in effect at the time the home was so placed

Lienholder shall therefore effectuate the following repairs by a licensed, bonded contractor and in a good and workmanlike manner no later than ninety (90) days after the date of execution of this Agreement None at this time

Failure to make any repair listed above within the 90 day timeframe constitutes a violation of this Agreement and the Park may then terminate the Agreement by giving at least fourteen (14) days' prior written notice to Lienholder stating facts sufficient to notify Lienholder of the reason for termination Unless Lienholder corrects the violation within the Notice period the Agreement shall terminate as provided herein and the Park may then sell or dispose of the property without further notice to Lienholder

3 Should storage payments fail to be made by the fifth (5th) day of the month at 5 00 p m , Lienholder further agrees to pay a late fee of Forty-Five Dollars ($45 00) in addition to the storage charge A separate late fee for each month that storage payment is not timely made shall be assessed and paid by Lienholder This fee is no greater than that imposed on facility tenants

4 Neither Lienholder, nor its guests, employees, agents representatives, successors or assigns (except as otherwise provided herein below for purchasers) nor any other person or entity, shall be permitted to dwell in, reside in, inhabit or occupy the mobile home stored on the Space during the term of this Agreement Lienholder or its agent may enter the Home for the sole purposes of (a) showing it to a prospective buyer who intends to purchase the Home (showing times shall be from 9 00 a m to 8 00 p m Monday through Sunday, or such other time as may be agreed upon between the Park Manager and Lienholder) and (b) maintaining, cleaning, fixing repairing or removing the Home from the Space (again, these activities shall only take place from 9 00 a m to 8 00 p m Monday through Sunday, or such other time as may be agreed upon between the Park Manager and Lienholder) Entry into the Home for these purposes shall be made only after advance appointment is made with the Park Manager,

Jan 16 03 12 15p p 2

5 Any unauthorized use or occupancy of the Home shall be grounds for termination of this Agreement Prior to termination the Park shall be entitled to injunctive relief to prevent any unauthorized use or occupancy of the Home

6 Lienholder may sell the manufactured dwelling located on the Space during the term of this Agreement subject to the terms hereof so long as Lienholder is not in default under the terms of this Agreement and the Park may condition final approval for occupancy by and purchaser upon payment of any and all unpaid storage charges and maintenance costs A purchaser of the Home who intends to reside in the Park must be approved by the Park as a tenant, and shall enter into a rental agreement with the Park, before completion of (and as a condition to) purchase of the Home A prospective purchaser of the Home who intends to reside in the Park shall be screened by the Park (and the Park may reject the application for tenancy submitted by such individual) according to the following criteria (1) character references (2) prior rental references, (3) credit references, (4) employment status (5) evidence regarding the prospective buyer s ability to pay rent and other expenses associated with tenancy in the Park, (6) criminal history (7) the number of potential occupants of the home, (8) the presence of pets (9) driving records, (10) the availability of the required information from the prospective purchaser, and (11) if the prospective purchaser is unwilling to enter into a rental agreement A buyer who is approved as a tenant and who signs a rental agreement, pays all required fees for occupancy under the rental agreement and performs all terms and conditions to be performed before occupancy may then occupy the manufactured dwelling,

7 Lienholder expressly acknowledges that

(a) This Agreement is not a rental agreement, as defined under ORS 90 100 (32),

(b) Payment of monthly storage charges is not, and does not constitute payment of rent

(c) There is no residential landlord/tenant relationship between the Park and Lienholder,

(d) This Agreement satisfies all of the rights of Lienholder under Oregon law as against the Park as an interest holder in the Home on the Space, including but not limited to all rights under Oregon Revised Statute ("ORS") 90 425 (17), ORS 90 675(17), or otherwise under ORS 90 425 and/or ORS 90 675

(e) Lienholder expressly waives the giving of any further notice by the Park pursuant to ORS 90 425 and/or 90 675, Lienholder further expressly waives any and all

p 3 Jan 16 03 12 15p

claim(s) against the Park for an action under ORS 90 425 and/or ORS 90 675 or any common theory related to bailment

(f) Lienholder acknowledges and represents that the former tenant (or in the case of a deceased tenant the personal representative, designated person, heir or devisee) failed to remove or sell the dwelling or home within the allotted time to the extent the former tenant has not failed to do so and Lienholder nonetheless seeks to enter into this storage before expiration of the allotted time, Lienholder agrees to indemnify Park and hold Park harmless relating to any losses relating therefrom

(g) Lienholder represents and acknowledges that it has foreclosed its lien on the Home and that the former tenant (or any personal representative or designated person described in ORS 90 675 (19)) has waived all rights under ORS 90 675 (21)

8 The Park shall in no way be responsible or liable for the care or maintenance of the Home or its contents while it is in storage or in transit to or from storage Lienholder expressly releases and discharges the Park from any and all liability arising out of this Agreement alleged negligence of the Park or any alleged failure to maintain or care for the Home or its contents while stored at the Space Lienholder further agrees to comply with all Park Rules and Regulations regarding the upkeep of the Space and the Home during the term of the Agreement, as well as any such rules which are lawfully amended and added to the Park s existing Rules during the term of this Agreement The Park will mail a copy of any new or revised rules and regulations shall be binding upon Lienholder ten (10) days after any such revisions are mailed to the address set forth in Paragraph 2 (c) of this Agreement,

9 If Lienholder shall fail to perform any term or condition of this Agreement and Lienholder shall fail to correct said breach within thirty (30) days of written notice from the Park stating facts sufficient to notify Lienholder of the reason for the termination Lienholder shall be in default of the Agreement and Park shall have the right without further notice to cancel this Agreement immediately This provision does not apply to a default for failure to pay a monthly storage fee, in which case Park may terminate this agreement with 72 hours' prior written notice to Lienholder, mailed by first class mail to the address referenced in paragraph 2 (c)

p 4 Jan 16 03 12 15p

In the event of a default the Park shall have the further rights without further notice to retake possession of the Space the Home and other personal property on the Space and may sell and/or dispose of the Home and/or property without further notice accounting or liability to Lienholder or otherwise

10 Upon the expiration of the term of this Agreement if Lienholder has not removed the Home from the Space or completed a sale to a purchaser in compliance with the terms of this Agreement, then the Park shall have the further rights without further notice to retake possession of the Space, the Home and other personal property on the Space and may sell or otherwise dispose of the Home and/or property without further notice accounting or liability to Lienholder or otherwise,

11 This Agreement contains all terms and conditions entered into between the parties with regard to the Home and Space This Agreement may only be modified in a writing signed by each party, for separate, valuable consideration The parties expressly intend to integrate any and all prior inconsistent verbal or written representations into this Agreement The terms of this Agreement are contractual and not a mere recital

12 Should legal action be required to enforce this Agreement, the prevailing party at judgment, trial and on appeal shall be awarded all costs, disbursements and reasonable attorney fees incurred thereby The Deschutes County, Oregon Circuit Court shall have the exclusive venue over any such legal action, and Oregon law shall in all instances apply to the rights and obligations of the parties hereunder, and

p 5 Jan 16 03 12:16p

Each of the undersigned represents and warrants that they have carefully read the foregoing Agreement and know the contents thereof, that this Agreement is voluntarily accepted after the opportunity for consultation with counsel, and that each signs this Agreement as their own free act If either of the undersigned is a corporation, the person signing this Agreement on behalf of the corporation acknowledges that this Agreement is entered into with full approval of the Board of Directors, and pursuant to the Bylaws and Articles of Incorporation of said corporation

Dated _____

THE PINES MOBILE HOME PARK

_____
Mr Gary Reiland, Authorized Agent for
The Pines Mobile Home Park

CONSECO FINANCE SERVICING
CORPORATION

Dated _____

_____
By _____
Its _____(Title)

9 d

Jan 16 03 12 16p

STORAGE and RESALE AGREEMENT

THE PINES MOBILE HOME PARK (HEREINAFTER THE "Park") and CONSECO FINANCE SERVICE CORPORATION (hereinafter referenced as "Owner") hereby enter into the following Storage Agreement on the last date referenced on page 5 of this Agreement whereby the Park and Owner agree to each and every one of the following terms

1 The Park shall allow Owner to store its 1989 Champion, Kingwood manufactured dwelling Plate No Y 201457 Vehicle Identification No GDST0R358812623 (the 'Home') at 61000 Brosterhous Rd Space # 339 Bend, Oregon 97702 (the 'Premises" or the Space') until the earliest of the following dates (1) such time as purchaser of the Home has been approved by the Park as a tenant, (2) said purchaser has entered into a Rental Agreement for the Space (3) such time as Owner fails to comply with any term of this agreement or applicable law or (4) September 1,2002

2 (a) Owner agrees to pay outstanding rent late charges and all other costs relating to the Space and execution of this Agreement in the total amount of $ 355 00 through August 31st 2001

(b) Owner agrees to pay all further storage charges to the Park in the sum of Three Hundred Ten Dollars and zero One Hundredths Dollars ($ 310 00) per month each month the Home is stored on the Space payable on or before the first day of each month, with the first payment due on or before the first (1) day of September 1st 2001

(c) The amount of storage charges for the Space may be increased with thirty (30) days written notice issued by the Park to Conseco Finance Service Corp, sent via first class mail postage prepaid to the following address P O Box 3290 Federal Way WA 98063 Owner shall be responsible for this payment Monthly payments are non-fundable and Owner is not entitled to a refund of any storage charges should it remove the home from storage prior to the end of

a given month for which payment has been previously been made

(d) Owner shall be required to do all of the following improvements as a condition of selling the Home in the Park to a pre-approved purchaser by a licensed bonded contractor in good and workmanlike manner and no later than forty-five (45) days after the date of this Agreement

(i) Clean-up yard area of pine needles

(ii) Refurbish front yard area seed or install sod

(iii) _____

(iv) _____

(v) _____

[See attached exhibit A sheet for additional improvements/repairs which is incorporated herein by this reference]

3 Should storage payments fail to be made by the fifth (5th) day of the month at 5 00 p m , Owner further agrees to pay a late fee of Seventy Five Dollars ($ 75 00) in addition to the storage charge A separate late fee for each month that storage payment is not timely made shall be assessed and paid by Owner

4 Neither Owner nor its guests employees agents representatives successors or assigns (except as otherwise provided herein below for purchasers), nor any other person or entity, shall be permitted to dwell in reside in inhabit or occupy the mobile Home stored on the Space during the term of this Agreement

Owner or its agent may enter the Home for the sole purposes of (a) showing it to a prospective buyer who intends to purchase the home (showing times shall be from 9 00 a m to 8 00 p m Monday through Sunday or such other times as may be agreed upon between the Park Manager and the Owner), and (b) maintaining, cleaning fixing, repairing or removing the Home from the Space (again these activities shall only take place from 9 00 a m to 8 00 p m Monday through Sunday or such other time as may be agreed upon between the Park Manager and Owner) Entry into the home for these purposes shall be made only after advanced appointment is made with the Park Manager

5 Any unauthorized use or occupancy of the Home shall be grounds for termination of this Agreement prior to termination the Park shall be entitled to injunctive relief to prevent any unauthorized use or

occupancy of the Home

6 Owne may sell the manufactured dwelling located on the Space during the term of this Agreement subject to the terms hereof, so long as Owner is not in default under the terms of the Agreement A purchaser of the Home who intends to reside in the Park must be approved by the Park as a tenant and shall enter into a rental agreement with the Park before completion of (and as a condition to) purchase of the Home A prospective purchaser of the Home who intends to reside in the Park shall be screened by the Park (and the Park may reject the application for tenancy submitted by such individual) according to the following criteria (1) character references (2) prior rental references (3) credit references, (4) employment status (5) evidence regarding the prospective buyer s ability to pay rent and other expenses associated with tenancy in the Park (6) criminal history (7) the number of potential occupants of the home, (8) the presence of pets (9) driving records, (10) the availability of the required information from the prospective purchaser and (11) if the prospective purchaser is unwilling to enter into a rental agreement A buyer who is approved as a tenant and who signs a rental agreement, pays all the required fees for occupancy under the rental agreement and performs all the terms and conditions to be performed before occupancy may then occupy the manufactured dwelling

7 Owner expressly acknowledges that,

(a) This Agreement is not a rental agreement as defined under ORS 90 100(27),

(b) Payment of monthly storage charges is not and does not constitute payment of rent

(c) There is no landlord/tenant relationship between the Park and Owner

(d) Owner has no rights under the Landlord/Tenant Act (ORS 90 100 et seq), the Tenancy Act (ORS 91 010 et seq) or the Manufactured Dwelling Residential Vehicle and Floating Home Spaces Act (ORS 90 500 et seq)

(e) This Agreement satisfies all rights of Owner under Oregon law as against the Park as an Interest holder in the Home on the Space including, but not limited to all rights under Oregon Revised Statute ("ORS") 90 425 (17), ORS 90 675(17), or otherwise under ORS 90 425 and/or ORS 90 675

(f) Owner expressly waives the giving of any further notice by the Park pursuant to ORS 90 425 and/or 90 675 Owner further expressly waives any and all claim(s) against the Park for an

Action under ORS 90 425 and/or 90 675 or any common theory related to bailment,

8 The Park shall in no way be responsible or liable for the care or maintenance of the Home or its contents while it is in storage, or in transit to or from storage Owner expressly releases and discharges the Park from any and all liability arising out of this Agreement alleged negligence of the Park or any alleged failure to maintain or care for the Home or its contents while stored at the Space Owner further agrees to comply with all Park Rules and Regulations regarding the upkeep of the space and the Home during the term of the Agreement as well as any such rules which are lawfully amended and added to the Park's existing Rules during the term of this Agreement The Park will mail a copy of any new or revised rules and regulations and shall be binding upon Owner ten (10) days after any such revisions are mailed, to the address set forth in Paragraph 2 (c) of this Agreement

9 If Owner shall fail to perform any term or condition of this Agreement and Owner shall fail to correct said breach within Thirty , (30) days of written notice from the Park stating facts sufficient to notify Owner of the reason(s) for the termination Owner shall be in default of this Agreement and Park shall have the right without further notice to cancel this Agreement immediately This provision does not apply to a default for failure to pay a monthly storage fee in which case Park may terminate this agreement with seventy two (72) hours written notice to Owner mailed by first class mail to the address referenced in paragraph 2(c)
In the event of a default, the Park shall have further rights without further notice, to retake possession of the Space the Home and other personal property on the Space and may sell and/or dispose of the home and/or property without further notice, accounting or liability to Owner or otherwise

10 Upon the expiration of the term of this Agreement if Owner has not removed the Home from the Space or completed a sale to a purchaser in compliance with the terms of this Agreement then the Park shall have the further rights without further notice, to retake possession of the Space, the home and other personal property on the space and may sell or otherwise dispose of the home and/or property without further notice, accounting or liability to Owner or otherwise,

11 This Agreement contains all terms and conditions entered into between the parties with regard to the Home and Space This Agreement may only be modified in writing signed by each party for separate, valuable consideration The parties expressly intend to integrate any and all prior inconsistent verbal or written representations into this Agreement The terms of this Agreement are contractual and not a mere recital

12 Should legal action be required to enforce this Agreement the prevailing party at judgment trial and on appeal shall be awarded all costs disbursements and reasonable attorney fees incurred thereby The Deschutes County Oregon Circuit Court shall have the exclusive venue over any such legal action and Oregon law shall in all instances apply to the rights and obligations of the parties hereunder, and

Each of the undersigned represents and warrants that they have carefully read the foregoing Agreement and know the contents thereof, that this Agreement is voluntarily accepted after the opportunity for consultation with counsel, and that each signs this Agreement as their own free act If either of the undersigned is a corporation, the person signing this Agreement on behalf of the corporation acknowledges that this Agreement is entered into with full approval of the Board of Directors, and pursuant to the Bylaws and Articles of Incorporation of said corporation

THE PINES MOBILE HOME PARK

Dated 8-1-01

Print Name Gary L Reed
Authorized Agent for Park

Dated 8/30/01

CONSECO FINANCE
Print Name DENNIS OSBORN
Owner COLL-MGR

Dated _____

Print Name _____
Owner