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FILED
UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
JAN 23 2004
KENNETH S. GARDNER, CLERK
PS REP. - CC

January 8, 2004

Clerk of the U.S. Bankruptcy Court
Northern District of Illinois
219 S. Dearborn
Courtroom 742
Chicago, IL 60604

Re: Case No. 02-B49675
Honorable Carol A. Doyle
Claim No. 02803932135004
Objection to CFC Estate's Motion for an Order Approving Estimation Procedures
Hearing Date: January 14, 2004

Dear Sir or Madam:

I write to object to CFC Estate's Motion for an Order Approving Estimation Procedures. I understand that this letter my not be received by the January 7, 2004, objections deadline. However, it is my understanding that my attorney, who is acting as my agent for receipt of service related to my claim in this matter, did not receive a copy of the motion until January 5, 2004.

I object to the estimation procedures because they are unnecessary and unduly burdensome for the resolution of my claim in this case. As my claim and the materials I have filed in support of my claim have indicated, my claim is based on the fact that the CFC debtor's continue to claim that I owe them a debt that I do not legally owe them. In brief, the CFC debtors, specifically Conseco Finance – Alabama, claim that I owe them on a Manufactured Home Retail Installment Contract and Security Agreement (Agreement), dated July 22, 1999, related to my purchase of a mobile home. In 2002, I reached an accord and satisfaction with the company that sold me the mobile home releasing me from any liability I might have owed that company related to that transaction. Because the seller released me, and because the Agreement contained a provision allowing me to assert any claims or defenses I have against that company against any holder of the financing agreement. Therefore, I have the complete defense of accord and satisfaction against claims Conseco Finance – Alabama or any other holder of the Agreement as to any claim it might assert against me based on the Agreement. In short, I don't owe them anything, and my claim against them is essentially in the amount of whatever they claim I owe them.

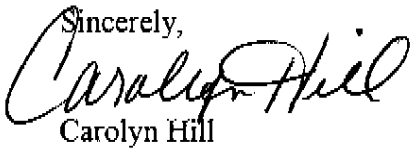
For that reason, the estimation procedure suggested by the CFC Estate is unnecessary and unduly burdensome in my case, as it apparently requires that I obtain counsel and possibly appear in court in Chicago, when I purchased the mobile home in North Carolina and now live in Georgia.

I would be more than happy to discuss this matter further with counsel for the CFC Estate. I just want them to acknowledge that I don't owe them anything under the agreement to that I can fix my credit record and buy a new home. They can contact me by calling Evan Lewis at 252-758-0113.

I request that you continue to send notices and other information about this case to me care of Evan Lewis, Legal Services of North Carolina, Inc., P.O. Box 7283, Greenville, NC 27835.

Thank you for your attention and assistance.

Sincerely,



Carolyn Hill

cc: James H.M. Sprayregen, P.C.
Kirkland & Ellis LLP

Richard Friedman
Office of the United States Trustee