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

In re:	)	**Chapter 11**
	)	
Conseco Finance Corp., et al.,[1]	)	
	)	**Case No. 02 B49675**
Debtors.	)	**Honorable Carol A. Doyle**
	)	**(Jointly Administered)**
	)	

FILED
OCT 27 2003
CAROL A. DOYLE
BANKRUPTCY JUDGE

STIPULATION RESOLVING PROOF OF CLAIM
OF DEANNA WILSON AND JASON R. CLARK

WHEREAS, on or about May 15, 2003, Deanna Wilson and Jason R. Clark ("Wilson and Clark") filed an unsecured nonpriority claim in the amount of $140,000 against Conseco Finance Servicing Corp. ("CFSC") designated on the claims register as Claim No. 49676-001166 (the "Claim");

WHEREAS, on or about May 30, 2003, the Finance Company Debtors' filed the *Finance Company Debtors' Third Omnibus Objection to Claims Asserted Against the Finance Company Debtors*, objecting to the Claim and seeking disallowance of the Claim on the basis that the Finance Company Debtors have no liability for the Claim (the "Third Omnibus Objection");

WHEREAS, on or about June 17, 2003, Wilson and Clark filed their *Objection to Relief Requested in the Third Omnibus Objection to Claims Asserted* against the Finance Company Debtors (the "Response");

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1 The Finance Company Debtors comprise the following entities: (i) Conseco Finance Corp. and Conseco Finance Servicing Corp. (collectively, the "CFC Debtors"), (ii) Conseco Finance Corp. - Alabama, Conseco Finance Credit Corp., Conseco Finance Consumer Discount Company, Conseco Finance Canada Holding Company, Conseco Finance Canada Company, Conseco Finance Loan Company, Rice Park Properties Corporation, Landmark Manufactured Housing, Inc., Conseco Finance Net Interest Margin Finance Corp. I, Conseco Finance Net Interest Margin Finance Corp. II, Green Tree Finance Corp. - Two, Conseco Agency of Nevada, Inc., Conseco Agency of New York, Inc., Green Tree Floorplan Funding Corp., Conseco Agency, Inc., Conseco Agency of Alabama, Inc., Conseco Agency of Kentucky, Inc., and Crum-Reed General Agency, Inc. (collectively, the "CFC Subsidiary Debtors"), (iii) Green Tree Finance Corp. - Five and Green Tree Residual Finance Corp. I (collectively, the "New Debtors"), and (iv) Conseco Finance Credit Card Funding Corp.

WHEREAS, the parties wish to resolve their differences with respect to the Claim without further legal proceedings or expense.

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

THE PARTIES HEREBY AGREE AND STIPULATE AS FOLLOWS:

1. Wilson and Clark's Claim shall be allowed in the amount of $10,000 as an unsecured nonpriority claim (the "Allowed Claim") in full and final settlement of all known, unknown, liquidated and unliquidated claims (including as defined in section 101(5) of title 11 of the United States Code) and causes of action against the Finance Company Debtors and the Post-Consummation Estate.[2]

2. Wilson and Clark and their successors and assigns shall be subject to the permanent injunction in paragraph 59 of the *Order Confirming Finance Company Debtors' Sixth Amended Joint Liquidating Plan of Reorganization Pursuant to Chapter 11 of the United States Bankruptcy Code* (the "Confirmation Order"), dated September 9, 2003.

3. The parties hereby understand and agree that neither the making of this Stipulation, nor anything contained herein, shall be construed or considered in any way to be an admission of liability, guilt, wrongdoing or noncompliance with federal, state or local law, statute, order or regulation, the Bankruptcy Code, tortious act, breach of contract, or violation of common law, or any other wrongdoing whatsoever.

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[2] As defined in the *Finance Company Debtors' Sixth Amended Joint Liquidating Plan of Reorganization pursuant to Chapter 11 of the Bankruptcy Code* (the "Plan"), dated September 9, 2003.

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

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

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

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

8. This Stipulation shall inure to the benefit of and be binding upon Braithwaite and his successors and assigns as well as the Finance Company Debtors and any Chapter 11 or Chapter 7 Trustee appointed in these Chapter 11 Cases.

9. This Stipulation is subject to the approval of the Bankruptcy Court. The parties agree to use reasonable efforts to obtain the approval of the Bankruptcy Court as quickly as possible.

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

Chicago, Illinois
Dated: October ___, 2003

APPROVED AS TO FORM AND CONTENT:

KIRKLAND & ELLIS

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Counsel for the Debtors and Debtors-In-Posession

Brunswick, Georgia
Dated: October 6, 2003

APPROVED AS TO FORM AND CONTENT:

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