

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

<b>In re:</b>	)	<b>Chapter 11</b>
	)	
<b>Conseco Finance Corp.,<sup>1</sup></b>	)	
	)	<b>Case No. 02 B49675</b>
<b>Debtor.</b>	)	<b>Honorable Carol A. Doyle</b>
	)	<b>(Jointly Administered)</b>
	)	
	)	<b>Hearing: 11:00 a.m. August 3, 2005</b>

**CFC ESTATE’S OBJECTION TO MOTION TO ENFORCE PURCHASE AGREEMENT  
BETWEEN CONSECO FINANCE CORPORATION AND EMCC-MH HOMES LLC**

As this Court is well aware, the CFC Estate is a liquidating trust that no longer operates any other business than the winding down of the Debtors’ affairs, resolving claims against the CFC Estate and making distributions to the CFC Estates’ creditors. Indeed, as part of these chapter 11 cases, the Finance Company Debtors sold substantially all of their assets, including rights and interests in various loan instruments, to a number of purchasers pursuant to section 363 of the Bankruptcy Code.

A purchaser of certain loans, EMCC-MH Homes LLC, filed the Motion seeking to “enforce” its purchase agreement with Conseco Finance Corporation. The CFC Estate respectfully submits that the Motion should be denied because the CFC Estate is the wrong party.

EMCC mistakenly asserts that Conseco Finance Corporation (one of the Finance Company Debtors) continues to claim rights under certain loan obligations that EMCC purports to have purchased. EMCC Memorandum pg. 5 (asserting that Conseco is still collecting the outstanding balances on the accounts at issue). Conseco Finance Corporation no longer exists

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<sup>1</sup> The post consummation estate for Conseco Finance Corp. (the “CFC Estate”) is the liquidating trust that holds the assets of the Finance Company Debtors in trust for distribution to creditors. Capitalized terms not defined herein shall have the meaning ascribed to them in *The CFC Estate’s Memorandum of Law Supporting Its Objection to Claim Number 49676-0282* (the “Memorandum of Law”).

and the CFC Estate, which is a liquidating trust that does not operate any business, is not seeking to assert any rights over any of the debt instruments identified in the Motion. *See* Affidavit of Eric Glassman, attached as Exhibit A.

In fact, even were the Court to grant the Motion requiring the CFC Estate to comply with the Purchase Agreement (as defined in the Motion), it would provide EMCC no assistance as it is not the CFC Estate with whom EMCC has its current dispute. To the contrary, the CFC Estate complied with any obligation it may have had pursuant to the Purchase Agreement by conveying its interests in the debt instruments identified therein.

EMCC's dispute, thus, is with another party that purchased other debt instruments from the CFC Estate and not with the CFC Estate.

WHEREFORE, the CFC Estate respectfully requests that this Court deny the Motion and grant the CFC Estate any and all other relief that this Court deems necessary and proper.

Dated: Chicago, Illinois  
July 26, 2005

KIRKLAND & ELLIS LLP

/s/ Micah E. Marcus

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