

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In Re:

CHAPTER 13 CASE

Diann Carol Richards

CASE NO. 04-44623

Debtor.

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**NOTICE OF HEARING AND MOTION FOR RELIEF FROM STAY**

TO: The debtor(s) and other entities specified in Local Rule 1204(a).

1. Green Tree Loan Company f/k/a Conseco Finance Loan Company a/f/k/a Conseco Finance Servicing Corporation (hereinafter "Green Tree"), by its undersigned attorney, moves the court for the relief requested below and gives notice of hearing herewith.

2. The court will hold a hearing on this motion on October 28, 2004, at 2:00 p.m. or as soon thereafter as counsel can be heard, before the Honorable Robert J. Kressel at the U.S. Bankruptcy Court, U.S. Courthouse, Rm 8 West, 300 S. 4th St., Minneapolis, MN 55415.

3. Any response to this motion must be filed and delivered no later than October 25, 2004, which is three (3) days before the time set for the hearing or filed (excluding Saturdays, Sundays and holidays) and served by mail not later than October 19, 2004, which is seven (7) days before the time set for the hearing (excluding Saturdays, Sundays and holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**

4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. Sections 157 and 1334, Fed. Bankr. P. 5005 and Local Rule 1070-1. This is a core proceeding. The Petition commencing this case was filed on August 19, 2004. The case is now pending in this Court.

5. This motion arises under 11 U.S.C. 362 and Bankruptcy Rule 4001. This motion is filed under Bankruptcy Rule 9014 and Local Rules 9013-1 through 9013-3. Movant requests relief with respect to property subject to Green Tree's valid security interest.

6. The movant hereby requests that the Court waive the ten-day stay period provided for by Bankruptcy Rule 4001(a)(3).

7. That Green Tree is entitled to lift the stay and seek the immediate possession of certain personal property which is described as follows:

2000, Holly Park, Inc. 16' x 80' manufactured home, Glenmoor 716 model, serial number 1HP00445, including but not limited to a stove, refrigerator, washer, dryer, air conditioner, skirt and step.

8. That cause exists, including lack of adequate protection of the interest of Green Tree in the subject property, entitling Green Tree to relief from stay.

9. That the Debtor has no equity in the property and the property is not necessary to an effective reorganization.

10. Green Tree desires to protect its interest in the aforementioned property and requests the court to vacate the stay of actions and allow repossession pursuant to Minnesota Statutes.

11. The Secured Creditor has incurred and will incur legal fees and costs to protect and enforce its rights in the subject property.

WHEREFORE, Green Tree, by its undersigned attorney, moves the court for an order for judgment that the automatic stay provided by 11 U.S.C. Sec. 362(a) be terminated so to permit the movant to enforce its interest in the mobile home under applicable Minnesota law and for such other relief as may be just and equitable.

Dated this 4th day of October 2004.

STEPHENSON & SANFORD, PLC

By: /e/ James A. Sanford  
James A. Sanford  
Attorney ID # 0177970  
Attorneys for Secured Creditor  
Suite 220  
1905 East Wayzata Blvd.  
Wayzata, MN 55391  
(952) 404-2100

The Secured Creditor has met its burden as discussed above and respectfully requests an order of this Court modifying the automatic stay consistent with the attached proposed Order.

Dated this 4<sup>th</sup> day of October 2004.

STEPHENSON & SANFORD, PLC

By: /e/ James A. Sanford  
James A. Sanford  
Attorney ID # 0177970  
Attorneys for Secured Creditor  
Suite 220  
1905 East Wayzata Blvd.  
Wayzata, MN 55391  
(952) 404-2100

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In Re:

CHAPTER 13 CASE

Diann Carol Richards

CASE NO. 04-44623

Debtor.

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**MEMORANDUM IN SUPPORT OF MOTION  
FOR RELIEF FROM AUTOMATIC STAY**

FACTS

On or about February 16, 2001, the Debtor, Diann Carol Richards, executed a Manufactured Home Retail Installment Contract and Security Agreement with J & I Mobile Home Sales, Inc. for the purchase of a 2000, Holly Park, Inc. 16' x 80' manufactured home, Glenmoor 716 model, serial number 1HP00445, including but not limited to a stove, refrigerator, washer, dryer, air conditioner, skirt and step. Seller's interest in the Manufactured Home Retail Installment Contract and Security Agreement was subsequently assigned to Green Tree Loan Company f/k/a Conseco Finance Loan Company a/f/k/a Conseco Finance Servicing Corporation, ("Green Tree"), 1155 Centre Point Drive, Mendota Heights, MN 55120. The contract provides that the failure to remit the monthly payment is a condition of default, the occurrence of which gives Green Tree the right to accelerate the contract and repossess the property.

On or about August 19, 2004 Debtor Diann Carol Richards filed for relief under Chapter 13 of Title 11, U.S. Code. The Debtor's Chapter 13 plan provides that the Debtor will immediately surrender her interest in the Collateral to Conseco n/k/a Green Tree Loan Company.

The Debtor has defaulted under the Chapter 13 plan, by virtue of Debtor's failure to immediately surrender the Collateral. Additionally the Debtor has failed to pay the monthly payments for July (\$444.58), August (\$444.58) and September (\$444.58) 2004, plus \$171.00 in insurance charges and \$10.00 in late charges, totaling \$1,514.74. The Debtor' current default under the contract is \$1,514.74. The N.A.D.A. valuation of the mobile home is approximately \$20,000.00. It is subject to a secured creditor's interest in a net amount of \$41,955.87 as of September 14, 2004.

LAW

I. CAUSE EXISTS FOR THE GRANTING OF RELIEF FROM THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. SECTION 362(d)(1) WHERE THE INTEREST OF THIS SECURED CREDITOR IS NOT ADEQUATELY PROTECTED.

On request of a party in interest and after notice and hearing the court shall grant relief from the stay for cause, including the lack of adequate protection of an interest in the property of such party in interest. 11 U.S.C. 362(d)(1). Pursuant to 11 U.S.C. Section 362(g) the burden is on the Debtor to prove the absence of cause and/or adequate protection. This secured creditor's interest in the property is not adequately protected where:

1. Debtor filed Chapter 13 Bankruptcy on or about August 19, 2004.
2. A Bankruptcy Plan was established whereby Debtor was immediately surrender her interest in the Collateral to Conseco n/k/a Green Tree Loan Company.
3. The Debtor is delinquent for monthly contract installment payments due under the plan for the months of July (\$444.58), August (\$444.58) and September (\$444.58) 2004, plus \$171.00 in insurance charges and \$10.00 in late charges, totaling \$1,514.74.
4. The manufactured home has not been surrendered and is vacant.
5. The manufactured home continues to depreciate in value.

Accordingly, Green Tree is entitled to relief from the stay by reason of lack of adequate protection of its interest in the mobile home.

II. THE AUTOMATIC STAY SHOULD BE MODIFIED PURSUANT TO 11 U.S.C. SECTION 362(d)(2) WHERE (1) THE DEBTOR, DOES NOT HAVE ANY EQUITY IN THE PROPERTY, AND (2) THE PROPERTY IS NOT NECESSARY TO AN EFFECTIVE REORGANIZATION.

The first requirement under Section 362(d)(2) is met where the total of all the encumbrances against the property is in excess of the value of the property. The approximate N.A.D.A. valuation of the property is approximately \$20,000.00. It is subject to Secured Creditor's interest in the net amount of \$41,955.87.

CONCLUSION

The Secured Creditor is entitled to relief from the automatic stay pursuant to 11 U.S.C. Section 362(d)(1) for cause, and where its interest in the secured property is not adequately protected. The Secured Creditor is also entitled to relief from the automatic stay pursuant to 11 U.S.C. Section 362(d)(2) where the Debtor has no equity in the property, and where the property is not necessary to an effective reorganization.

VERIFICATION

I, Becky Stilwell, the bankruptcy administrator of Green Tree Loan Company named in the foregoing notice of hearing and motion, declare under penalty of perjury the that foregoing is true and correct according to the best of my knowledge, information and belief.

Executed on: 9-21-04

Signed: Becky Stilwell  
Becky Stilwell

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In Re:

CHAPTER 13 CASE

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Debtor.

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**AFFIDAVIT OF BECKY STILWELL**

Becky Stilwell, being first duly sworn on oath deposes and states:

1. That Affiant is the Bankruptcy Administrator for Green Tree Loan Company f/k/a Conseco Finance Loan Company a/f/k/a Conseco Finance Servicing Corporation. ("Green Tree").
2. That Affiant has reviewed the account records relating to Diann Carol Richards and the Manufactured Home Retail Installment Contract and Security Agreement loan account.
3. That on or about February 16, 2001, the Debtor executed a Manufactured Home Retail Installment Contract and Security Agreement with J & I Mobile Home Sales, Inc. for a 2000, Holly Park, Inc. 16' x 80' manufactured home, Glenmoor 716 model, serial number 1HP00445, including but not limited to a stove, refrigerator, washer, dryer, air conditioner, skirt and step, which is attached hereto as **Exhibit A**.
4. That Seller's interest in the aforementioned Manufactured Home Retail Installment Contract and Security Agreement was assigned to Claimant, Green Tree. A true and correct copy of the Confirmation of Lien Perfection is attached hereto as **Exhibit B**.
5. That said Manufactured Home Retail Installment Contract and Security Agreement provides that failure to remit the monthly payment is a condition of default, the occurrence of which gives Green Tree the right to accelerate the contract and repossess the property.
6. That Debtor intends to surrender her interest immediately in the manufactured home while said case was pending under the established Chapter 13 Plan.
7. That the Debtor defaulted on the Contract by virtue of Debtor's failure to remit the monthly payments for July (\$444.58), August (\$444.58) and September (\$444.58) 2004, plus \$171.00 in insurance charges and \$10.00 in late charges. The total default, while the plan is pending, including late charges of \$1,514.74.
8. That the Manufactured home is vacant.

9. That cause exists, including lack of adequate protection, as evidenced by the immediate surrender of the Collateral under the plan and the failure to make the monthly contract installments, of the interest of Green Tree in the subject property, entitling Green Tree to relief from stay from Debtor, Diann Carol Richards.

10. That the approximate N.A.D.A. valuation of said collateral is \$20,000.00.

11. That Debtor has a net balance due of \$41,955.87 as of September 14, 2004.

12. That the last known address of Debtor, Diann Carol Richards is:

5200 3rd St. NE  
Apartment # 303  
Fridlet, MN 55421

13. That Green Tree believed and still believes that the aforementioned address was and still is the present residence of Debtor because Debtor had previously advised Green Tree of the same and because Green Tree has communicated with the Debtor at said address and has no reason to believe that the Debtor no longer resides there.

14. That Debtor has no equity in the property and the property is not necessary to an effective reorganization.

15. Green Tree desires to protect its interest in the aforementioned property and requests the court to vacate the stay of actions and allow repossession pursuant to Minnesota Statutes.

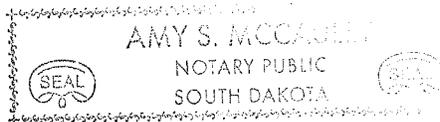
16. The Secured Creditor has incurred and will incur legal fees and costs to protect and enforce its rights in the subject property.

17. This affidavit is given in support of the motion of Green Tree for relief from the automatic stay.

*Becky Stilwell*  
Becky Stilwell

Subscribed and sworn to before me  
this 27 day of September 2004.

*Amy S. McCaskey*  
Notary Public



MY COMMISSION EXPIRES 3/17/07

MANUFACTURED HOME RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT (CONV. - FHA - VA) (SI)

Date 2/16/01

BUYER: RICHARDS, DIAHR E., 10215 PIERCE PLACE, BLAINE INTL, BLAINE, MN 55432

DISBURSEMENT DATE: 2/21/01

SELLER: C & I MOBILE HOME SALES, INC., 13561 HWY 65 N.E., NAM LAKE, MN 55304

ACCOUNT # 30330423

ASSIGNEE: CONSECO FINANCE LOAN COMPANY, 1155 CENTRE POINTE DRIVE SUITE 7, MENDOTA HEIGHTS, MN 55120

FEDERAL TRUTH-IN-LENDING ACT DISCLOSURES

Table with 5 columns: ANNUAL PERCENTAGE RATE, FINANCE CHARGE, Amount Financed, Total of Payments, Total Sale Price. Values include 13.31%, \$120710.80, \$39338.00, \$160248.80, and \$65648.80.

My payment schedule will be:

Table with 3 columns: Number of Payments (360), Amount of Payments (444.58), When Payments Are Due (Monthly beginning 4/1/01).

SECURITY: I am giving a security interest in:

XX The goods or property being purchased. N/A Other (Describe): N/A

FILING FEES: \$ 13.00 LATE CHARGE: If a payment is more than 15 days late, I will be charged \$5.00 or 5.0% of the unpaid amount of the installment, whichever is less.

PREPAYMENT: If I pay off early, I X/A may XX will not be charged a prepayment penalty.

ASSUMPTION: Someone buying my home may, subject to conditions, be allowed to assume the remainder of the Contract on the original terms. See the Contract document below for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

ITEMIZATION OF THE AMOUNT FINANCED

Table listing itemization of amount financed: 1. Cash Sale Price, 2. Gross Trade-in, 3. Cash Down Payment, 4. Total Down Payment, 5. Unpaid Balance of Cash Sale Price, 6. Paid to Public Officials, 7. Paid to Insurance Companies, 8. Paid to Appraiser, 9. Paid to CREDITOR FOR PTS/ORIG. FEE, 10. Principal Balance, 11. Prepaid Finance Charges, 12. Amount Financed.

PHYSICAL DAMAGE INSURANCE

Physical Damage Insurance is required but I may obtain it from anyone I want that is acceptable to you. If I get the insurance checked below from you or through you, I will pay you \$ .00 for insurance protection for a term of 00 years.

OPTIONAL CREDIT LIFE AND DISABILITY INSURANCE

Credit Life and Disability Insurance are not required to obtain credit and will not be provided unless I sign and agree to pay the additional cost.

The term of this insurance is 00 years.

Table for optional credit life and disability insurance: X/A Single Credit Life Insurance, X/A Joint Credit Life Insurance, X/A Single Credit Disability Insurance, Total.

X Signature of Buyer(s) Insured Date

CONTRACT AND SECURITY AGREEMENT

1. DEFINITIONS: "I", "me", "my" means the Buyer(s); "You", "your" means the Seller and also the Assignee (after the Contract is assigned by Seller). The "parties" means the Buyer and Seller, together. "Manufactured Home" means the manufactured home and any other property described on page 2. "Contract" or "Agreement" means this Retail Installment Contract and Security Agreement.

DR (initial)

EXHIBIT

tabbies A

NEW OR USED	YEAR AND MAKE	Manufactured Home		
		MODEL	SERIAL NUMBER	SIZE
N	2000 BOLLIV PARK, INC	GLENBODR 716	1EP00445	16 X 80
	<input checked="" type="checkbox"/> Stove	<input checked="" type="checkbox"/> Refrigerator	<input checked="" type="checkbox"/> Washer	<input checked="" type="checkbox"/> Dryer
Other (Describe)	<input checked="" type="checkbox"/> A - Conditioner _____ Wheels/Axles _____			
	SKIRT, STEP			

2. **PURCHASE:** I have the option of buying the Manufactured Home for the cash price or buying on credit. The cash price is shown on page 1 as the "Cash Sale Price", and the credit price is shown on page 1 as the "Total Sale Price". I choose to buy on credit.
3. **SECURITY INTEREST:** I give you a security interest under the applicable certificate of title law or Uniform Commercial Code in the Manufactured Home and any property added or attached to it, to secure my obligation under this Contract. I also grant you a security interest in any interest I may have in proceeds and premium refunds of any insurance and service contracts purchased with this Contract. I agree to execute any application for certificate of title or ownership, financing statement or other document necessary to perfect your security interest in the Manufactured Home. To the extent, if any, that any Contract (whether or not accompanied by any one or more original) constitutes chattel paper (as such term is defined in the Uniform Commercial Code) in effect in the applicable jurisdiction, no security interest in any Contract may be created in any document(s) other than the original.
4. **PAYMENTS AND LATE CHARGE:** I will pay you the amount shown as the "Total of Payments" according to the payment schedule shown on page 1. I also agree to pay a late charge for late payment as shown on page 1.
5. **NSF FEE:** If any payment instrument which I submit to you is returned unpaid for any reason, I will pay you a fee of \$20.00

6. **PREPAYMENT:** I MAY PREPAY THIS LOAN IN WHOLE OR IN PART AT ANY TIME. I WILL NOT PAY A PENALTY UPON PREPAYMENT UNLESS OTHERWISE STATED IN THE NEXT SENTENCE. IF I PREPAY IN FULL WITHIN N/A MONTHS OF THE DATE OF THIS NOTE, I WILL PAY YOU A PENALTY OF N/A

N/A PARTIAL PREPAYMENTS WILL NOT EXCUSE OR REDUCE ANY LATER SCHEDULED PAYMENT UNTIL THIS NOTE IS PAID IN FULL.

7. **SIMPLE INTEREST CONTRACT:** This is a simple interest contract. The interest rate is 12.75% per annum

Interest will accrue upon the unpaid principal balance outstanding from time to time until paid in full. The Finance Charge, Total of Payments and Payment Schedule were computed based on the assumption that payment will be made on the dates scheduled for payment. Early payments will reduce my final payment. Late payments will increase my final payment. My final payment will be equal to all unpaid sums due under this Contract. My promise requires me to pay the final payment on the date due even if the amount of the final payment differs from the amount of the final payment disclosed.

8. **NO WARRANTIES:** I agree that there are no warranties of any type covering the Manufactured Home. I am buying the Manufactured Home AS IS and WITH ALL FAULTS and THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE MANUFACTURED HOME IS WITH ME. I agree that any implied warranty of merchantability and any implied warranty of fitness for a particular purpose are specifically excluded and do not cover the Manufactured Home. This No Warranties provision does not apply to the extent that any law prohibits it and it does not cover any separate written warranties.

9. **PROTECTION OF THE MANUFACTURED HOME:** I will: (a) keep the Manufactured Home in good condition and not commit waste; (b) pay all taxes, charges and other due for the Manufactured Home and the real estate it is located on; (c) not move, use illegally, sell, lease or otherwise transfer the Manufactured Home; (d) not attach the Manufactured Home to any real estate and the Manufactured Home will always be treated as personal property unless you consent in writing and state law permits such contrary treatment; and (e) not let anybody else have any interest in the Manufactured Home.

10. **INSURANCE:** I will keep the Manufactured Home insured against such risks and in such amounts as you may reasonably require with an insurance company satisfactory to you. I will arrange for you to be named as loss payee on the policy. I agree to provide you written evidence of insurance as requested by you from time to time. If you finance the purchase of any such insurance for me, I will repay you for the cost of that insurance, plus interest up to the contract rate of interest. I agree that the insurance company may make any payments due under the policy directly to you, and I direct the insurance company to do so. You may do whatever you think is necessary to be sure that any proceeds of the insurance will be used to repair the Manufactured Home or pay off this Contract. I give you a power of attorney (which I cannot cancel) so that you may do whatever you need to in order to collect the insurance proceeds. If I fail to obtain, maintain or pay for the required insurance, or if I fail to arrange for you to be named as loss payee, you may treat that as a default of my obligations under this Contract, and you may (but are not required to) purchase such insurance. If you purchase such insurance, I will immediately repay you for any amounts you spend in purchasing the insurance, plus interest up to the contract rate of interest or, at your option, pay you over time as a workout of the obligation. If I owe you for any insurance (or for late charges, attorneys' fees or collection costs), I understand that I owe an additional sum for these debts beyond my monthly principal and interest payment. My monthly payment will therefore be greater than that stated on page 1 until such additional debts are paid in full.

11. **DEFAULT:** I will be in default if: (i) I do not make a payment on time; or (ii) I do not keep any of my other promises under this Contract; or (iii) I file a case, or someone else files a case against me, under the United States Bankruptcy Code; or (iv) you feel in good faith that the Manufactured Home is in danger or that I will not be able to continue my payments. The default described under (iv) does not apply if this Contract is guaranteed by the Veteran's Administration. You will give me notice of the default except when I voluntarily surrender or abandon the Manufactured Home. I will have the right to cure the default during the notice period. If I do not cure the default, you may do either or both of the following: (a) Acceleration: You can require me to immediately pay you the entire remaining balance of this Contract; and/or (b) Repossession: You can repossess the Manufactured Home. Once you get possession of the Manufactured Home you may sell it. If the amount from the sale, after expenses, is less than what I owe you, I will pay you the difference. If there is any property left in the Manufactured Home when you repossess, you may dispose of it as provided by law. If I default, you can do whatever is necessary to correct my default. If you spend money to correct my default, I will pay you back immediately with interest at the contract rate of interest.

12. NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to me provided for in this Contract shall be given in writing by mailing such notice by certified mail, addressed to me at the Manufactured Home address or at such other address as I may designate by notice to you in writing, and (b) any notice to you shall be given in writing by certified mail, return receipt requested, to your address stated herein or to such other address as you may designate by notice to me in writing.

13. ATTORNEY'S FEES: If you hire an attorney who is not a salaried employee to collect what I owe under this Contract or to get possession of the Manufactured Home or to enforce my agreements herein, I may be required to pay your reasonable attorney's fees plus court costs and actual out-of-pocket expenses. If state law provides for a limit on attorney's fees, I will pay only the legal limit.

14. MISCELLANEOUS PROVISIONS: This written Contract is the only agreement that covers my purchase of the property. This Contract can only be modified or amended, or provisions here waived (given up), by a written modification to this Contract signed by you. You can decide not to use or enforce any of your rights under this Contract without losing them. For example, you can extend the time for making some payments without extending others. If any part of this Contract cannot be enforced because of a law which prohibits it, all other parts can still be enforced. I agree to cooperate with you regarding any requests after closing to correct errors made concerning this Contract or the transaction and to provide any and all additional documentation deemed necessary by you to complete this transaction.

15. ARBITRATION: All disputes, claims, or controversies arising from or relating to this Agreement or the relationships which result from this Agreement, or the validity of this arbitration clause or the entire Agreement, shall be resolved by binding arbitration by one arbitrator selected by you with my consent. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, Title 9 of the United States Code. Judgment upon the award rendered may be entered in any court having jurisdiction. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but that they prefer to resolve the disputes through arbitration, except as provided herein. THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION BY YOU (AS PROVIDED HEREIN). The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, will be subject to binding arbitration in accord with this agreement. I agree that I shall not have the right to participate as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Agreement. The parties agree and understand that the arbitrator shall have all powers provided by law and the Agreement. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. Notwithstanding anything hereunto the contrary, you retain an option to use judicial or non-judicial relief to enforce a security agreement relating to the collaterals secured in a transaction underlying this arbitration agreement, to enforce the monetary obligation or to foreclose on the collateral. Such judicial relief would take the form of a lawsuit. The institution and maintenance of an action for judicial relief in a court to foreclose upon any collateral, to obtain a monetary judgment or to enforce the security agreement, shall not constitute a waiver of the right of any party to compel arbitration in this Agreement, including the filing of a counterclaim in a suit brought by you pursuant to this provision.

16. ADDITIONAL TERMS:  
APPLICABLE LAW: The interest rate and other charges associated with this transaction are authorized by sections 47.204, 47.39, and 53.04 of the Minnesota Statutes.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.**  
**BUYER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS CONTRACT.**

x Deann C. Richards 2/16-01  
Signature of Buyer: DEANN C. RICHARDS Date

Signature of Buyer Date

ASSIGNMENT BY SELLER

For good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, and transfers its entire right, title, and interest in the Contract and the property described therein (the "Property") to Assignee. Such assignment is made pursuant to the terms contained herein and in a separate Dealer Agreement, which is incorporated herein by reference; and pursuant to such policies, procedures, and requirements as issued by the Assignee from time to time.

IN ADDITION TO THE ABOVE, this Assignment includes that certain provision to follow, provided that, if none of the following provisions has been checked by the Seller, this Assignment shall be considered to have been checked "With Recourse": A. "Without Recourse". The assignment of the Contract is and shall be without recourse against the Seller except as provided above and in any separate dealer agreement between Seller and Assignee relating to the purchase of Contracts. B. "Limited Recourse". In the event of default of Buyer before Buyer shall have paid the number of monthly payments under the Contract as set forth below under "Limited Recourse", the Seller will, upon demand, repurchase the Contract from Assignee for the full amount remaining unpaid under the Contract. C. "Repurchase". If the Assignee repossesses the Manufactured Home, the Seller will, upon demand, repurchase the Contract from the Assignee for the full amount remaining unpaid under the Contract. D. "With Recourse". The Seller unconditionally guarantees payment of the full amount remaining unpaid under the Contract and agrees to purchase the Contract from the Assignee, upon demand, for the full amount then unpaid, whenever the Contract shall be in default. E. "Limited Repurchase". In the event of default of Buyer before Buyer shall have paid the number of monthly payments under the Contract as set forth below under "Limited Repurchase", the Seller will, upon demand, repurchase the Contract from the Assignee for the full amount remaining unpaid under the Contract if the Assignee repossesses the Manufactured Home.

Seller, by signing below, executes this Contract and also assigns the same to the Assignee in accordance with the foregoing provisions. The Seller's Assignment will also include that certain provision set forth above which is checked below:

J & J MOBILE HOME SALES, INC.

Date: 2/16/01

By: X James E. Sudarick (Seller) Title: President

(  ) A. Without Recourse (  ) B. Limited Recourse (  ) C. Repurchase (  ) D. With Recourse (  ) E. Limited Repurchase  
Payments Payments

DR.  
Initial

714675403

30330423

MINNESOTA DEPARTMENT OF PUBLIC SAFETY  
DRIVER & VEHICLE SERVICES DIVISION  
445 MINNESOTA ST., ST. PAUL, MN 55101  
CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME AND ADDRESS

**RECEIVED**  
APR 09 2001

First Class  
U.S. Postage  
**PAID**  
Permit No. 171  
St. Paul, MN

**RICHARDS DIANN CAROL**  
10215 PIERCE PL  
BLAINE MN 55334

BY:.....

00 Year	HOLP Make	MH Model	W0890N368 Title NR.
IHP00445 VIN		02/16/01 Security Date	NO Rebuilt

1ST SECURED PARTY

**LIEN HOLDER**

RETAIN THIS DOCUMENT - See reverse  
side of this form for removing this lien.

CONSECO FINANCE SERV CORP  
4625 RIVER GREEN PKWY  
DULUTH GA 30096-2583

EXHIBIT  
B

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In Re:

CHAPTER 13 CASE

Diann Carol Richards

CASE NO. 04-44623

Debtor.

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**UNSWORN DECLARATION FOR PROOF OF SERVICE**

Andrew Brueggeman, of Stephenson & Sanford, PLC, attorneys licensed to practice law in this court, with office address at Suite 220, 1905 East Wayzata Boulevard, Wayzata, Minnesota, declares under penalty of perjury that on the 5th day of October 2004, I served the annexed Notice of Hearing and Motion for Relief from Stay, Memorandum in Support of Motion for Relief from Automatic Stay, Affidavit of Becky Stilwell, and proposed Order to each person referenced below, a copy thereof by enclosing the same in an envelope with first class mail postage prepaid and depositing the same in the post office at Wayzata, Minnesota addressed to each of them as follows:

Diann Carol Richards  
5200 3rd St. NE  
Apartment # 303  
Fridlet, MN 55421

Jasmine Z. Keller  
12 S. 6th St., Ste. 310  
Minneapolis, MN 55402

Curtis K. Walker  
4356 Nicollet Ave. S.  
Minneapolis, MN 55409

U.S. Trustee  
1015 U.S. Courthouse  
300 South 4<sup>th</sup> Street  
Minneapolis, MN 55415

And I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this 5th day of October 2004.

/e/ Andrew Brueggeman

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In Re:

CHAPTER 13 CASE

Diann Carol Richards

CASE NO. 04-44623

Debtor.

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**ORDER**

The above entitled matter came on for hearing upon motion of Green Tree Loan Company f/k/a Conseco Finance Loan Company a/f/k/a Conseco Finance Servicing Corporation, pursuant to 11 U.S.C. Section 362 on the 28<sup>th</sup> day of October 2004, at U.S. Bankruptcy Court, U.S. Courthouse, 300 S. 4th St., Minneapolis, MN 55415. Appearances were noted in the record. Based upon the evidence adduced at said hearing, the arguments of counsel, and the Court being fully advised of the premises,

IT IS HEREBY ORDERED that Green Tree Loan Company f/k/a Conseco Finance Loan Company a/f/k/a Conseco Finance Servicing Corporation, its assignees and/or successors in interest, is granted relief from the stay of actions imposed by 11 U.S.C. 362 with regard to that certain Manufactured Home Retail Installment Contract and Security Agreement dated February 16, 2001, executed by Debtor, Diann Carol Richards, covering a 2000, Holly Park, Inc. 16' x 80' manufactured home, Glenmoor 716 model, serial number 1HP00445, including but not limited to a stove, refrigerator, washer, dryer, air conditioner, skirt and step; and may proceed to foreclose said security interest in accordance with Minnesota law.

Notwithstanding Fed. R. Bankr. P. 4001 (a)(3), this order is effective immediately.

DATED: \_\_\_\_\_

BY THE COURT:

\_\_\_\_\_  
The Honorable Robert J. Kressel  
Judge of the U.S. Bankruptcy Court