

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

FILED
UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS

JAN 7 2004

KENNETH S. GARDNER, CLERK
PS REP. - KS

IN RE:)
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)
Conseco, Inc., et. al.¹)
)
)
)
)
Debtors.) Chapter 11
)
) Case No. 02 B 49672
) (Jointly Administered)
) Honorable Carol A. Doyle
)
)
)
)
) Docket 02 B 49672

**AMENDED APPLICATION FOR APPROVAL AND
PAYMENT OF FEES AND EXPENSES OF THE ATTORNEY IN THE
ORDINARY COURSE OF BUSINESS FOR THE DEBTORS-IN-POSSESSION
(DECEMBER 18, 2002 THROUGH JUNE 24, 2003)**

Leath, Bouch & Crawford, LLP, ("LBC") hereby files its Amended Application for Approval and Payment of Fees and Expenses of the Attorney of the Attorney in the Ordinary Course of Business for the Debtors-In-Possession (December 18, 2002 through June 24, 2003) (the "Application").² In relation to the Application, LBC requests the entry of an order for allowance of compensation in the amount of \$156,190.00 and reimbursement of expenses of \$135,432.53 for the months of March 2003 and April 2003, said months being those in which LBC's invoices for fees and costs exceeded \$50,000.00. In support of this application, LBC respectfully states as follows:

A. JURISDICTION

1. This Court has jurisdiction over the Motion under 28 U.S.C. §1334. This matter is a core proceeding within the meaning of 28 U.S.C. §157(b)(2)(A) and (M).

¹ The Debtors are the following entities: Conseco, Inc., CIHC, Incorporated, CTIHC, Inc., Partners Health Group, Inc., Conseco Finance Corp., and Conseco Finance Servicing Corp.

² On October 9, 2003, LBF timely filed its Application for Approval and Payment of Fees and Expenses of the Attorney in the Ordinary Course of Business for the Debtors-In-Possession (the "Original Application"). The Original Application requested payment in the amount of \$164,965.00 for compensation and \$222,304.23 for expenses relating to LBC's representation of the Debtors. This Application amends the Original Application.

2. The statutory bases for the relief requested herein are Sections 105(a), 330 and 331 of the Bankruptcy Code (11 U.S.C §101 *et seq.*).

B. BACKGROUND

3. On December 17, 2002, Conseco, Inc. et. al. ("Conseco") filed a petition for relief under Chapter 11 of the Bankruptcy Code in this Court.

4. Prior to the commencement of the case, LBC did represent and prosecute various Foreclosure, Replevin, Bankruptcy and Litigation matters in South Carolina on behalf of Conseco.

5. On or about January 14, 2003, this Court issued its Order Authorizing The Debtors to Employ and Compensate Professionals Utilized in the Ordinary Course of the Debtors' Businesses.

6. Under the above-referenced Order, Leath, Bouch, and Crawford, LLP, was employed and retained, pursuant to §§105(a) and 327 of the Bankruptcy Code, as Ordinary Court Professionals to represent and prosecute various Foreclosure, Replevin, Bankruptcy and Litigation matters in South Carolina on behalf of the Debtors. The compensation and reimbursement of expenses are based on the pre-petition Account Representation Agreement between the Debtors and Leath, Bouch, and Crawford, LLP, a copy of which is attached hereto as Exhibit A (the "Agreement").

C. NARRATIVE SUMMARY

7. During the months of March 2003 and April 2003, LBC provided a variety of legal services involving factually and legally complex matters relating to various Foreclosure, Replevin, Bankruptcy and Litigation matters in South Carolina on behalf of Conseco. The following is a summary of fees charged during this period:

- a. March 2003 Foreclosure Services: fees of \$46,250.00 and costs of \$71,772.23. A statement of services relating to the March 2003 Foreclosure work is attached hereto as Exhibit B.
- b. March 2003 Replevin Services: fees of \$29,340.00 and costs of \$17,868.25. A statement of services relating to the March 2003 Replevin work is attached hereto as Exhibit C.
- c. March 2003 Bankruptcy Services: fees of \$9,450.00 and costs of \$1,650.00. A statement of services relating to the March 2003 Bankruptcy work is attached hereto as Exhibit D.
- d. April 2003 Foreclosure Services: fees of \$14,100.00 and costs of \$21,432.05. A statement of services relating to the April 2003 Foreclosure work is attached hereto as Exhibit E.
- e. April 2003 Replevin Services: fees of \$38,750.00 and costs of \$19,785.00. A statement of services relating to the April 2003 Replevin work is attached hereto as Exhibit F.
- f. April 2003 Bankruptcy Services: fees of \$18,300.00 and costs of \$2,925.00. A statement of services relating to the April 2003 Replevin work is attached hereto as Exhibit G.

D. COMPUTATION OF COMPENSATION

8. The services performed during the Application Period are based upon and relate to the terms of the Agreement. The Agreement contemplates that LBC is entitled to receive a flat-rate fee for the various services performed and well as reimbursement of costs incurred.

E. EXPENSES

9. In addition, LBC incurred certain actual reasonable and necessary expenses during its representation of Conseco in the following amounts:

- a. March 2003 Foreclosure costs of \$71,772.23. See Exhibit B.
- b. March 2003 Replevin costs of \$17,868.25. See Exhibit C.
- c. March 2003 Bankruptcy costs of \$1,650.00 See Exhibit D.

- d. April 2003 Foreclosure costs of \$21,432.05. See Exhibit E.
- e. April 2003 Replevin costs of \$19,785.00. See Exhibit F.
- f. April 2003 Bankruptcy costs of \$2,925.00. See Exhibit G.

The expenses relate to filing fees (actual cost), services fees (actual cost), travel expenses (actual cost), and other miscellaneous but necessary costs. The expenses and cost information is provided in Exhibits B-G.

F. STATEMENT OF LEGAL SERVICES AND EXPENSES PURSUANT TO 11 U.S.C. § 504 AND RULE 2016(B) OF THE RULES OF BANKRUPTCY PROCEDURE

10. All of the services performed by LBC were required for the proper representation of Conseco, were authorized by the Court and were performed by LBC at the request and direction of Conseco.

11. There has been no duplication of services by partners or associates of LBC. In those instances where two or more attorneys and/or paralegals participated in any matter, such joint participation was necessary because of the complexity of the problem, magnitude of the issues or work involved and/or the time constraints that existed.

12. The rates at which LBC seek compensation are set out in the Representation Agreement between LBC and Conseco, and are comparable to the rates charged for similar work for other clients.

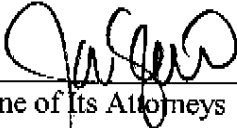
13. No agreement exists between LBC and any third person for the sharing of compensation received by LBC in this case, except as allowed by the exception set forth in Bankruptcy Code Section 504 and Bankruptcy Rule 2016 with respect to the sharing of compensation among partners of LBC.

WHEREFORE, LBC, requests that this Court enter an Order authorizing and

approving:

- A. Compensation in the amount of \$156,190.00, representing compensation pursuant to the Agreement;
- B. Expenses totaling \$135,432.53 for the months of March 2003 and April 2003, said months being those in which LBC's invoices for fees and costs exceeded \$50,000.00; and
- C. Granting such other and further relief as this Court deems just and equitable.

LEATH, BOUCH & CRAWFORD, L.L.P.

By:  _____
One of Its Attorneys

January __, 2004

Eugene J. Geekie, Jr.
Jon C. Vigano
SCHIFF HARDIN LLP
6600 Sears Tower
Chicago IL 60606

B. Lindsay Crawford, III, Partner
Post Office Box 4216
Columbia, SC 29240
(803)-790-2626

EXHIBIT A



CONSECO.

Account Representation Agreement
Between
Conseco Finance Servicing Corp.-MHD Collection Division
And
Leath, Bouch & Crawford LLP

WHEREAS, the Manufactured Housing Division ("MHD") of Conseco Finance Servicing Corp. and/or its subsidiaries or affiliates ("Conseco Finance"), desires from time to time, at its discretion, to refer certain collection accounts to Leath, Bouch & Crawford LLP, and any of its partners, associates or of counsel ("Attorney") for legal representation; and

WHEREAS, Attorney desires to represent Conseco Finance in such collection matters on the terms and conditions specified herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.) ACCOUNTS

Account means an outstanding unpaid obligation owed to Conseco Finance by a debtor (an "Account Debtor"). Such Accounts, may be evidenced by agreements, contracts, notes, statements of account, retail receivable records, account notes or chronology, original records, papers, and memoranda and other documents ("Account Documents"). This agreement will govern all matters affecting Accounts that are referred to Attorney for legal representation (as defined in section 7 of this Agreement) by the Collections Department of the Manufactured Housing Division of by Conseco Finance; including matters referred before the execution of this Agreement, as well as those matters received by Attorney after the execution of this Agreement.

2.) INSURANCE

The Attorney agrees to maintain and provide proof of Attorney Errors and Omissions Insurance coverage in the amount of no less than one million dollars (\$1,000,000). Proof of insurance shall be submitted with a copy of this signed Representation Agreement and at other times upon request by Conseco Finance.

3.) DESIGNATED GEOGRAPHICAL AREA

Conseco Finance shall designate from time to time a geographical area on a nonexclusive basis for which it may, in its sole discretion, refer Accounts to Attorney for legal representation ("Designated Geographical Area"). Attorney acknowledges the assignment of a Designated Geographical Area is nonexclusive and at the sole discretion of Conseco Finance. Conseco Finance retains the sole right to designate additional Attorneys for a Designated Geographical Area and to modify the Geographical Area as deemed necessary by Conseco Finance. If applicable, Designated Geographical Areas for Attorney will be set forth in Exhibit A. Nothing herein requires Conseco Finance to refer any matters to Attorney for representation.

4.) FEES

Attorney shall be compensated for its services with respect to an Account in accordance with the pricing schedule contained in Exhibit A.

5.) EXPENSES

Conseco Finance will bear no expense of any kind in connection with the Attorney's legal representation of Conseco Finance for any matter, with the exception of those set out in Exhibit A. Attorney will pay all other expenses incurred in the legal representation of Conseco Finance, including, but not limited to: Telephone Expenses; Postage/Certified or Overnight Services, Mileage/Travel Expense/Meals; Compensation of Attorney's Personnel; Email Expenses; Copy Expenses; Facsimile Expenses; Noticing Expenses, Notary Expenses and Electronic Research(Lexis, Westlaw, PACER, Banko). Attorney will advance all fees necessary in order to perform it's services in a timely manner.

6.) OWNERSHIP OF ACCOUNTS

Conseco Finance is the rightful owner of all Accounts and Conseco Finance is transferring possession of Account Documents only, not ownership, to Attorney.

7.) LEGAL REPRESENTATION

This Agreement covers legal representation in replevin, detinue, claim and delivery, foreclosure, or other actions allowing Conseco Finance to secure possession of a manufactured home securing the unpaid obligation of an Account Debtor. Upon referral of a matter to Attorney, Attorney will undertake the immediate legal representation of Conseco Finance, taking all necessary actions to protect Conseco Finance's best interests and adhering to the highest standards of legal advocacy and ethics. Conseco Finance will provide direction as to what services Conseco Finance would like Attorney to perform at the time of the referral. However, to the extent the Attorney believes such direction is inconsistent with Conseco Finance's best interests or feels that he cannot ethically represent Conseco Finance, the Attorney will immediately advise and confer with the Manager of the referring Collection Department from Conseco Finance regarding an alternative course of action.

The scope of this agreement covers matters referred to Attorney by the Collections Department of the Conseco Finance Manufactured Housing Division only. Matters referred to attorney by other divisions of Conseco Finance Servicing Corp. or its subsidiaries or affiliates, may be subject to different terms and agreements.

8.) ATTORNEY PRACTICES

Attorney specifically warrants and represents that it will comply with the provisions of all federal, state and local laws and ordinances, including, but not limited to, the Federal Fair Debt Collection Practices Act and any applicable state debt collection practices act of the state in which Attorney is located and the Account Debtor's state of residence or domicile.

Attorney specifically warrants and represents that he, individually, or any partners or associates, collectively, assigned to represent Conseco Finance in any matter are members in good standing with the state and federal bar, as required, where the matter is venued.

Attorney specifically warrants and represents that it has and will treat all Account Debtors and their counsel in a fair, equitable, courteous, and businesslike manner. Attorney will not employ force, fraud, deception, trickery, abuse harassment, or fraudulent legal threats in its dealings with Account Debtors.

9.) SETTLEMENT AUTHORITY

All settlements for less than the principal balance owing to Conseco Finance on an Account require approval by Conseco Finance. Attorney will not represent that Attorney has the authority to bind Conseco Finance and will not attempt to bind Conseco Finance in any manner without explicit authority to do so.

10.) LITIGATION

In the event, the Attorney receives notice or service of any process, complaint, counter complaint, or other documents regarding any litigation proceeding against Conseco Finance, Attorney shall immediately notify Conseco Finance's Corporate Legal Department and provide all such documents requested by Conseco Finance. Should Attorney be referred for representation of any litigation action initiated by an Account Debtor, the terms of such representation shall be mutually agreed upon by Attorney and Conseco Finance. Attorney is not authorized to commence any litigation action in connection with any Account, nor is Attorney authorized to respond to any litigation action which is brought by an Account without explicit authorization from Conseco Finance's Corporate Legal Department.

11.) RECEIPT OF FUNDS

If Attorney receives funds on behalf of Conseco Finance, Attorney will forward funds to Conseco Finance within twenty-four (24) hours of receipt. All funds received in the form of cash shall be deposited in Attorney's account and a check shall be issued to Conseco Finance.

12.) INDEMNIFICATION

Attorney hereby indemnifies and holds Conseco Finance harmless of and from all actions, claims, demands, losses, suits, damages, or judgments, including all costs and expenses incurred in connection with defending matters and lawsuits, including reasonable attorney fees, arising out of or resulting from Attorney's breach of any representation, warranty or covenant contained in this agreement or any malfeasance or misfeasance in Attorney's representation of Conseco Finance; including but not limited to, Attorney's actions in connection with its collection, renewal, extension, negotiation, compromise, settlement or release of any matter affecting an Account, or any other claim arising under, or relating to the terms and conditions of this Agreement.

13.) ACCOUNT CLOSING

Attorney shall close its files regarding any matter referred to it upon Conclusion of the Case and retain all Account Documents related thereto in accordance with Paragraph 16 of this Agreement. For the purpose of this Agreement "Conclusion of the Case" is defined as any of the following:

- a.) the Account Debtor seeks stay relief by a United States Bankruptcy Court; or
- b.) the outstanding debt owed to Conseco Finance has been paid to Conseco Finance's satisfaction; or
- c.) the replevin action has been resolved by securing a writ of possession, post judgment order or to the satisfaction of the MHD Collections Department; or
- d.) the foreclosure action has been resolved by securing a recorded deed as well as possession of the manufactured home, or to the satisfaction of the MHD Collections Department.

14.) RECORD MAINTENANCE AND REPORTING

Attorney shall maintain complete and accurate records of all legal proceedings and transactions for all matters referred by Conseco Finance, including but not limited to the following records.

- a.) dates of all Court Proceedings;
- b.) materials that become subject of discovery;
- c.) all pleadings; and
- d.) all other documents designated by Conseco Finance.

All records for each Account shall immediately be made available to Conseco Finance upon request by Conseco Finance.

15.) CONSECO FINANCE ACCOUNT NUMBERS

Attorney shall use the eight-digit Conseco Finance Account number for all correspondence, remittances, and Account returns.

16.) ACCOUNT DOCUMENT RETENTION

Attorney shall retain all Account Documents related to Accounts as required by state or federal law. Attorney will return all Account Documents and pertinent documentation to Conseco Finance within 3 days of a request.

17.) TAXPAYER IDENTIFICATION

Attorney's tax identification number is _____. If Attorney has not previously done so, Attorney shall complete and submit a Payer's Request for Taxpayer Identification Number, (IRS Form W-9). Once received, Attorney shall provide the number to Conseco Finance.

18.) AUDITS

Attorney shall submit periodically to an audit by MHD Collections Department personnel. Issues of review may include, but not limited to, timely filing of pleadings, ability of Attorney to protect the interest of Conseco Finance and timely communication of Account status to the MHD Collections Department. Attorney will be reviewed after the audit for continued representation.

19.) FILE WITHDRAWAL

Conseco Finance reserves the right to terminate Attorney's employment with respect to any matter referred to Attorney for representation with or without cause at any time. Attorney shall provide copies of his file with respect to any matter for which employment has been terminated to Conseco Finance or its designee upon request.

20.) AGREEMENT TERMINATION

Either party may terminate this Agreement by providing 30 day written notification to the non-terminating party or upon default as applied in Section #21. Upon termination of the Agreement, Attorney shall immediately return all Account Documents and copies of Attorney's matter files relating to all pending matters to Conseco Finance or its designee promptly upon request. Attorney agrees to execute a substitution of attorney in favor of Conseco Finance's designee for all pending matters at no expense to Conseco Finance.

21.) DEFAULT

Attorney shall be in default if:

- a.) Attorney fails to comply with any provision of this Agreement; or if
- b.) in the sole discretion of Conseco Finance, any audit performed pursuant to Paragraph 18 of this Agreement, is considered unsatisfactory to Conseco Finance.

Nothing in this Agreement shall limit Conseco Finance's right to pursue any other remedies it may be entitled to relating to Attorney's default, including but not limited to per diem interest charges.

22.) ENTIRE AGREEMENT

Conseco Finance and Attorney agree that this Agreement, including Exhibits A, B and C which are attached to and made part of this Agreement, represents the entire Agreement between the parties with respect to Attorney's representation of Conseco Finance on collection matters.

23.) GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Attorney will uphold professional standards in accordance with the state in which they are licensed or incorporated.

24.) TITLES AND HEADINGS

Titles and headings in this Agreement are for convenience only and shall not affect the construction of any provisions of this Agreement.

25.) NO WAIVER

No waiver will be implied from conduct or failure to enforce rights. No waiver will be effective unless in a writing signed on behalf of the party claimed to have waived.

26.) INVALIDITY OR UNENFORCEABILITY

If a part of this Agreement is found invalid or unenforceable, it will be enforced to the maximum extent permitted by law, and other parts of this Agreement will remain in force.

27.) LEGAL RESEARCH

In order to receive payment, all research in excess of one hour, must be pre-approved by the MHD Collection Manager.

28.) COMMUNICATION OF ACCOUNT STATUS

Attorney will be responsible for timely communication of cases to Conseco Finance within the following guidelines and time lines:

- A.) Attorney will be responsible for providing an update by email transmission, or by the communication standard set forth for effective communication between the Attorney and Conseco Finance. Email updates must be provided after each of the following case occurrences:
- 1.) Upon receipt of the legal request work order from the MHD Collection Department.
 - a.) the file must be reviewed within 24 hours to ensure Attorney has been provided all necessary documentation in order to proceed with the legal action. Upon completion of the file review and confirmation that the Account has not filed bankruptcy, pleadings must be filed with the court within 48 hours of receipt. This statement only applies to replevin, detinue, claim & delivery, or other actions allowing Conseco Finance to secure possession of the home. Foreclosure actions are not included in the 48 hour time period due to title searches.
 - 2.) Once the complaint is filed with the court and the answer period or hearing date is secured, an email must be sent to the respective MHD Collection Representative documenting the same.
 - a.) Hard copy of the complaint is not required to be sent to Conseco Finance in accordance with paragraph 14.
 - 3.) Date which service is complete. If Service has not been complete within designated time frame, Attorney must document reasons for delay.
 - 4.) Date of Publication(Foreclosure Action)
 - 5.) Hearing date in the event that an answer is filed. Results of hearing must be communicated within 24 hours of hearing.
 - 6.) Date of Sale. Results of Sale must be communicated within 24 hours of the Sale.
 - 7.) Date default judgment is secured.
 - a.) Upon receipt of the order, a hard copy of the default judgment must be faxed or emailed to the respective MHD Collection Department.
 - 8.) Date of writ.
 - a.) Upon receipt of the order, a hard copy of the writ must be faxed or emailed to the respective MHD Collection Department.
 - 9.) Date of Deed.

Upon receipt of order, a hard copy of the deed must be faxed or emailed to the respective MHD Collection Department.
- B.) Due to the above specification for email communication, Attorney is not expected to provide copies of any pleadings to Conseco Finance except for those including, but not limited to: Granting possession of home, granting possession of land, mutually agreed terms of default and judgment of default. Refer to paragraph 14 for Attorney document retention.

C.) Email updates provided shall be in a simple format as shown below:

Example: To: MHD Collections Representative
 Subject: Acct 12345678

-Received file—pertinent date
 -Complaint filed/Answer Period—pertinent date
 -Service Completion Date
 -Hearing—pertinent date
 -Hearing Results: Within 24 hours of hearing
 -Sale Date and Results
 -Date of writ and/or deed

D.) Attorney shall respond to all written or verbal requests from MHD Collections Department within 24 hours.

29.) INVOICING EXPECTATIONS:

- a.) Attorney will be required to utilize the standard invoice form, stated in Exhibit B. Electronic copy can be secured by contacting the MHD Collection Department. Items to be included on the invoice include:
- 1.) Firm Name
 - 2.) Invoicing Address if different from Mailing Address
 - 3.) Date of Invoice
 - 4.) Vendor Number
 - 5.) Invoice Number (Individual invoice number for each action)
 - 6.) Tax ID Number
 - 7.) Conseco Finance Account Number
 - 8.) Conseco Finance as Addressee
 - 9.) First and Last Name of Account
 - 10.) Attorney's File Number, if applicable
 - 10.) Description of Services and Corresponding Charges
 - 11.) Statement citing pertinent Collection law regarding whether or not invoiced fees can be assessed to loan
 - 12.) Total Invoice Amount
- b.) Attorney will remit invoice at the close of service requested. All remittance shall be submitted to Conseco Finance for payment within 30 days of case closure.
- c.) Previous balances should not be carried forward on the statement. If a particular statement is past due, then a copy of the original invoice stamped "PAST DUE" should be remitted with the current bill.
- d.) Invoices for replevin/foreclosures services must be submitted separately from other legal matters, i.e. bankruptcy.
- e.) Attorney may submit a one time interim cost invoice during the course of a foreclosure action. Interim costs shall include third party costs that the Attorney has incurred while representing Conseco Finance. No more than two invoices should be submitted to Conseco Finance from the request of the foreclosure to the case closing, reference provision 13. The MHD Collection Manager must grant authorization if more than one interim cost invoice is needed during the course of the foreclosure.

- f) In the ordinary course of business, Conseco Finance will submit payment within 30 days (maximum) of receipt of invoice. Failure to comply with the above invoicing stipulations will cause delay in payment.
- g) Direct Deposit is available to Attorneys. See Exhibit C.

30.) TERMINATION OF PRIOR AGREEMENT:

All prior Agreements between Attorney and Conseco Finance pertaining to legal representation described in section 7 of this Agreement are superseded by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to enter this Agreement effective as of the date Conseco executed Agreement as stated below.

Date: 5/18/02

Firm: Heath Cook + Crawford LLP
 By: [Signature]
 Name: B. Gregory Crawford III
 Title: Attorney

Date: _____

Conseco Finance Servicing Corp.
 By: _____
 Name: _____
 Title: _____



CONSECO.

Exhibit A

Account Representation
Agreement for Conseco
Finance
(MHD Collections Division)



CONSECO.

Conseco Finance Servicing Corp.
MHD Collection Department Fee Schedule

Name of Law Firm: Leath, Bouch & Crawford, LLP
Contact Attorney: Lyndsay Crawford

I. Replevin/Detinue/Claim & Delivery Attorney Fees:

A. Attorney performs services on a flat fee per Account as follows:

1.) Replevin, Detinue, Claim & Delivery: \$500.00
Action includes but not limited to service of parties, distribution of complaint, attendance at hearing, if applicable, securing writ and default judgment.

If writ is not secured due to cure of default then 2/3 of flat fee will be charged \$330.00

B. Allowable Expenses:

1.) Filing Fee Charge Will Vary According to County
2.) Service Fee Charge Will Vary According to County

II. Foreclosure Attorney Fees:

A. Attorney performs services on a flat fee per Account as follows:

Judicial and Non-Judicial: \$750.00
Action includes but not limited to service of parties, distribution of complaint, attendance at hearing, if applicable, sale of property, securing deed, default judgment and eviction.

B. Allowable Expenses

Charges Will Vary According to County

- 1.) Filing Fee
- 2.) Title Search
- 3.) Service Fee
- 4.) Process Server(authorization required)
- 5.) Publication(authorization required if publication is needed due to unsuccessful service of defendant)
- 6.) Bond
- 7.) Master Commissioner/Auctioneer/Referee Fee
- 8.) Private Investigator(authorization required)
- 9.) Sheriff Fee
- 10.) Recording Fee
- 11.) Trustee Sale Guarantee

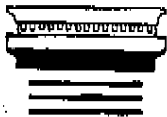
Allowable expenses not listed should be written below and if approved by Conseco Finance, written authorization will be submitted to the Attorney.

III. Deed in Lieu

\$250.00

IV. Any Service Not Listed Above

\$100 Attorney Time/Hour



LEATH, BOUCH & CRAWFORD LLP

PRACTICE LIMITED TO COMMERCIAL LITIGATION & CREDITORS RIGHTS
WITH EMPHASIS ON CONSTRUCTION & ENVIRONMENTAL LAW

Karen L. Nedved
Conseco
PO Box 6154
Rapid City, SD 57709-6154

RE: Conseco representation agreement and fee schedule

Dear Karen:

Enclosed please find a completed and signed representation agreement and fee schedule. If you have any questions, please do not hesitate to call.

Sincerely,

Stephanie M. Harmon
Stephanie M. Harmon

/sls



CONSECO.

CONSECO FINANCE CORP.
Corporate Risk Management
PO Box 6154
Rapid City, South Dakota 57709-6154
800-544-8056, 605-355-7000
fax 605-355-7027, 605-355-7034

April 19, 2002

Lesth, Bouch & Crawford, LLP
Attention: Lyndsay Crawford
P.O. Box 4216
Columbia, SC 29402

SUBJECT: Conseco Representation Agreement and Fee Schedule

Dear Mr. Crawford:

It is Conseco Finance's objective to secure the best legal services at the lowest cost in regards to representation of our Manufactured Housing collection accounts. In order for Conseco Finance to reach our objective, we have developed the enclosed Representation Agreement and Fee Schedule for defending collection actions. The Representation Agreement sets forth mandatory guidelines for all attorneys that perform legal representation in collection actions. We are confident that the Representation Agreement will provide a basis for clear communication between Attorneys and the MHD Collection Departments. It is also our hope that the Agreement will promote order, accuracy and consistency in handling collection actions.

In order for Conseco Finance to continue sending legal requests to your office, a signed copy of the Representation Agreement as well as a copy of your malpractice insurance binder is required in this office on or before May 8, 2002.

Should you have any questions, please contact me at 800-544-8056, extension 57054.

Sincerely,

Karen L. Nedved
Conseco Finance Servicing Corporation

Enclosure(s)

EXHIBIT B

March 31, 2003

Amy McCauley
Conseco Finance
1400 Turbine Drive
Rapid City, SD 57703

For Services Rendered

1023 3057

Account Number: 92407888
Conseco Finance v. Cynthia R. Isom

Fees: Leath, Bouch & Crawford
Foreclosure Action \$ 750.00

Total Fees: \$ 750.00

Costs: \$ 637.24 Publication
\$1,169.19 Master's Fee
\$ 35.00 Bidding Fee
\$ 15.00 Recording Fee

Total
Due To Leath Bouch & Crawford \$2,606.43

*Please forward payment to Leath, Bouch, & Crawford, Attn: Lilian Fogel, 134 Meeting Street 4th Floor, Charleston, SC 29401
or P.O. Box 59, Charleston, SC 29402*

March 28, 2003

Amy McCauley
Conseco Finance
1400 Turbine Drive
Rapid City, SD 57703

For Services Rendered

1023.2404

Account Number: 92407729
Conseco Finance v. Johnny F. Logan and Linda A. Grayson

Fees:	Leath, Bouch & Crawford Foreclosure Action	\$ 750.00	
Total Fees:		\$ 750.00	
Costs:		\$ 800.00	Master's Fee
		\$ 900.00	Publication Fee
		\$ 35.00	Bidding Fee
		\$ 15.00	Recording Fee

Total
Due To Leath Bouch & Crawford \$2,500.00

THIS IS NOT A FINAL BILL

*Please forward payment to Leath, Bouch, & Crawford, Attn: Lilian Fogel, 134 Meeting Street 4th Floor, Charleston, SC 29401
or P.O. Box 59, Charleston, SC 29402*

March 28, 2003

Amy McCauley
Conseco Finance
1400 Turbine Drive
Rapid City, SD 57703

For Services Rendered

1023-2704
U

Account Number: 92407729
Conseco Finance v. Johnny F. Logan and Linda A. Grayson

Fees: Leath, Bouch & Crawford
Foreclosure Action \$ 750.00

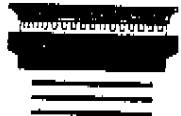
Total Fees: \$ 750.00

Costs: \$ 800.00 Master's Fee
\$ 900.00 Publication Fee
\$ 35.00 Bidding Fee
\$ 15.00 Recording Fee

Total
Due To Leath Bouch & Crawford \$2,500.00

THIS IS NOT A FINAL BILL

*Please forward payment to Leath, Bouch, & Crawford, Attn: Lilian Fogel, 134 Meeting Street 4th Floor, Charleston, SC 29401
or P.O. Box 59, Charleston, SC 29402*



LEATH, BOUCH & CRAWFORD LLP
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March 13, 2003

Amy McCauley
 Conseco Finance
 1400 Turbine Drive
 Rapid City, SD 57703

For Services Rendered

1023.3250

Account Number: 92412886
 Conseco Finance v. Lance A. Callaway, Jr.

Fees:	Leath, Bouch & Crawford		
	Foreclosure Action	\$ 750.00	
Total Fees:		\$ 750.00	
Costs:		\$ 135.00	Filing Fee
		\$ 260.00	Title Search
		\$ 100.00	Process Service
		\$ 656.30	Publication Fee
		\$ 125.00	Reference Fee
		\$ 17.15	Statutory Mail

Total
 Due To Leath Bouch & Crawford \$2,043.45

Please forward payment to Leath, Bouch, & Crawford, Attn: Lilian Fogel, 134 Meeting Street 4th Floor, Charleston, SC 29401 or P.O. Box 59, Charleston, SC 29402



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March 17, 2003

Attention: Foreclosure Coordinator
Conseco Finance Servicing Corporation
7499 Parklane Road, Suite 136
Columbia, SC 29223

For Services Rendered

1023.4091

Account Number: 95430564-5

Conseco v. Allen D. Jennings

Fees: Leath, Bouch & Crawford
Foreclosure Action \$ 750.00

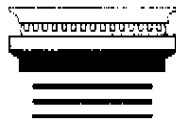
Total Fees: \$ 750.00

Costs: \$ 250.00 Title Search
\$ 135.00 Filing Fee
\$ 150.00 Process Service
\$ 125.00 Reference Fee

Total Due Immediately: \$ 1,410.00

THIS IS NOT A FINAL BILL

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March 12, 2003

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Conseco Finance Servicing Corporation
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Columbia, SC 29223

For Services Rendered

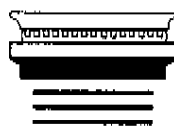
1023.4122

Account Number: 95430517
Conseco v. Ivy J. Moore and Jerome Moore

Fees:	Leath, Bouch & Crawford Foreclosure Action	\$ 750.00
Total Fees:		\$ 750.00
Costs:		\$ 250.00 -Title Search
		\$ 135.00 -Filing Fee
		\$ 95.00 -Process Service
		\$ 533.26 -Publication Fee
		\$ 125.00 Reference Fee
		\$ 46.04 -Statutory Mail
		\$ 30.00 -Overnight Mail

Total Due Immediately: \$ 1,964.30

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March 4, 2003

Attention: Foreclosure Coordinator
Conseco Finance Servicing Corporation
7499 Parklane Road, Suite 136
Columbia, SC 29223

For Services Rendered

1023.1992

Account Number: 92410718
Conseco v. Mary A. Gilbert

Fees: Leath, Bouch & Crawford
Foreclosure Action \$ 750.00

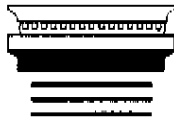
Total Fees: \$ 750.00

Costs: \$ 250.00 Title Search
\$ 100.00 Filing Fee
\$ 130.00 Process Service
\$ 125.00 Reference Fee
\$1100.10 Publication Fee
\$ 132.50 Master's Fees
\$ 900.00 Notice of Sale Publication
\$ 41.45 Statutory Mail
\$ 30.00 Overnight Mail
\$ 20.13 Mileage

Total Due Immediately: \$ 3,579.183

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March 4, 2003

Carrie Martinez
Conseco Finance
1400 Turbine Drive
Rapid City, SD 57703

March
Pre-Pet

For Services Rendered

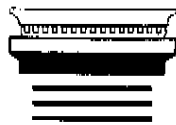
1023.4123

Account Number: 924077
Conseco Finance v. Michael L.

Fees:	Leath, Bouch & Crawford Foreclosure Action	\$ 750.00	
Total Fees:		\$ 750.00	
Costs:		\$ 135.00	Filing Fee
		\$ 220.00	Process Service
		\$ 200.00	Reference Fee
		\$ 400.00	Notice of Sale Publication
		\$ 35.47	Statutory Mail
		\$ 30.00	Overnight Mail
Total	Due To Leath Bouch & Crawford	\$1,770.47	

THIS IS NOT A FINAL BILL

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March 4, 2003

Amy McCauley
 Conseco Finance
 1400 Turbine Drive
 Rapid City, SD 57703

For Services Rendered

1023.3544

Account Number: 92412718
 Conseco Finance v. Ruth J. Lahaye

Fees: Leath, Bouch & Crawford
 Foreclosure Action \$ 750.00

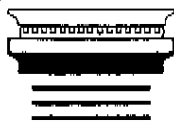
Total Fees: \$ 750.00

Costs: \$ 135.00 Filing Fee
 \$ 130.00 Process Service
 \$ 922.50 Publication Fee
 \$ 135.00 Reference Fee
 \$ 600.00 Notice of Sale Publication
 \$ 55.50 Statutory Mail

Total
 Due To Leath Bouch & Crawford \$2,728.00

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March 4, 2003

Amy McCauley
Conseco Finance
1400 Turbine Drive
Rapid City, SD 57703

For Services Rendered

1023,3439

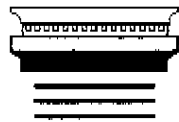
Account Number: 18465036
Conseco Finance v. Danny C. Henderson

Costs: \$ 900.00 Notice of Sale Publication

Total
Due To Leath Bouch & Crawford \$ 900.00

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March 4, 2003

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Conseco Finance
1400 Turbine Drive
Rapid City, SD 57703

For Services Rendered

1023.3484

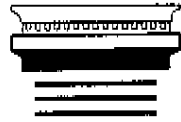
Account Number: 92414420
Conseco Finance v. Cassie R. McCullough

Fees:	Leath, Bouch & Crawford		
	Foreclosure	\$	0.00
Total Fees:		\$	0.00 (Billed Previously)
Costs:		\$	200.00 Reference Fee
		\$	16.38 Statutory Mail
		\$	300.00 Notice of Sale Publication

Total
Due To Leath Bouch & Crawford \$ 516.38

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Conseco Finance
1400 Turbine Drive
Rapid City, SD 57703

For Services Rendered

1023-3846

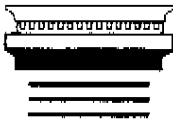
Account Number: 95446028
Conseco Finance v. Horace L. Lott

Fees:	Leath, Bouch & Crawford Foreclosure Action	\$ 750.00	
Total Fees:		\$ 750.00	
Costs:		\$ 135.00	Filing Fee
		\$ 90.00	Process Service
		\$ 175.00	Reference Fee
		\$ 400.00	Notice of Sale Publication
		\$ 39.42	Statutory Mail
		\$ 15.00	Overnight Mail

Total
Due To Leath Bouch & Crawford \$1,604.42

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March 4, 2003

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For Services Rendered

1023.3599

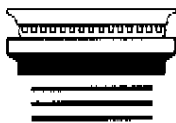
Account Number: 92402783
Conseco Finance v. William R. Huffine

Fees:	Leath, Bouch & Crawford Foreclosure Action	\$ 750.00	
Total Fees:		\$ 750.00	
Costs:		\$ 100.00	Filing Fee
		\$ 250.00	Title Search
		\$ 140.00	Process Service
		\$1,111.50	Publication
		\$ 125.00	Reference Fee
		\$ 600.00	Notice of Sale Publication
		\$ 32.67	Statutory Mail
		\$ 20.13	Mileage

Total
Due To Leath Bouch & Crawford \$3,129.30

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March 4, 2003

Amy McCauley
Conseco Finance
1400 Turbine Drive
Rapid City, SD 57703

For Services Rendered

1023-2814

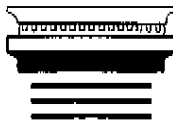
Account Number: 92412929
Conseco Finance v. James G. Hewins and Susan Hewins

Fees:	Leath, Bouch & Crawford Foreclosure Action	\$ 750.00	
Total Fees:		\$ 750.00	
Costs:		\$ 600.00	Notice of Sale Publication

Total
Due To Leath Bouch & Crawford \$1,350.00

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March 4, 2003

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Conseco Finance
1400 Turbine Drive
Rapid City, SD 57703

For Services Rendered

1023.3000

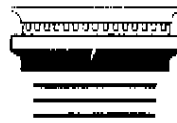
Account Number: 95435479
Conseco Finance v. The Estate of Martin C. Garcia

Fees:	Leath, Bouch & Crawford Foreclosure Action	\$ 750.00	
Total Fees:		\$ 750.00	
Costs:		\$ 135.00	Filing Fee
		\$ 250.00	Title Search
		\$ 500.00	Guardian ad litem
		\$ 150.00	Process Service
		\$ 600.00	Publication
		\$ 125.00	Reference Fee

Total
Due To Leath Bouch & Crawford \$2,510.00

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March 17, 2003

Attention: Foreclosure Coordinator
Conseco Finance Servicing Corporation
7499 Parklane Road, Suite 136
Columbia, SC 29223

For Services Rendered

3713

Account Number: 95438530

Conseco v. Karen R. Thompson

Fees: Leath, Bouch & Crawford
Foreclosure Action \$ 750.00

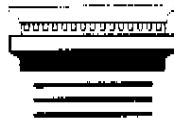
Total Fees: \$ 750.00

Costs: \$ 250.00 Title Search
\$ 135.00 Filing Fee
\$ 90.00 Process Service
\$ 400.00 Publication Fee
\$ 125.00 Reference Fee
\$ 18.60 Statutory Mail
\$ 30.00 Overnight Mail

Total Due Immediately: \$ 1,798.60

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March 17, 2003

Attention: Foreclosure Coordinator
Conseco Finance Servicing Corporation
7499 Parklane Road, Suite 136
Columbia, SC 29223

For Services Rendered

3665

Account Number: 95444937-7

Conseco v. Randi A. Jones

Fees: Leath, Bouch & Crawford
Foreclosure Action \$ 750.00

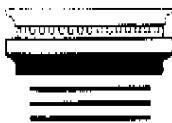
Total Fees: \$ 750.00

Costs: \$ 50.00 Filing Fee
\$ 125.00 Reference Fee

Total Due Immediately: \$ 925.00

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March 17, 2003

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Conseco Finance
1400 Turbine Drive
Rapid City, SD 57703

For Services Rendered

3528

Account Number: 92402746
Conseco Finance v. Linda R. Water

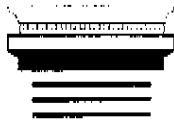
Fees: Leath, Bouch & Crawford
Foreclosure Action \$ 750.00

Total Fees: \$ 750.00

Costs:	\$ 135.00	Filing Fee
	\$ 253.50	Title Search
	\$ 150.00	Update Title Search
	\$ 100.00	Process Service
	\$ 125.00	Reference Fee
	\$ 14.00	Recording Fee
	\$ 16.30	Statutory Mail

Total
Due To Leath Bouch & Crawford \$1,543.80

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March 17, 2003

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Conseco Finance Servicing Corporation
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Columbia, SC 29223

For Services Rendered

3163

Account Number: 92402503
Conseco v. Timothy S. Millwood

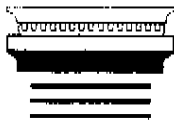
Fees: Leath, Bouch & Crawford
Foreclosure Action \$ 750.00

Total Fees: \$ 750.00

Costs: \$ 250.00 Title Search
\$ 125.00 Filing Fee
\$ 96.15 Process Service
\$ 175.00 Reference Fee
\$ 690.31 Publication Fee
\$ 16.67 Statutory Mail

Total Due Immediately: \$ 2,103.13

Please forward payment to Leath, Bouch, & Crawford, Attn: Lilian Fogel, 134 Meeting Street 5th Floor, Charleston, SC 29401



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March 17, 2003

Attention: Foreclosure Coordinator
Conseco Finance Servicing Corporation
7499 Parklane Road, Suite 136
Columbia, SC 29223

For Services Rendered

Account Number: 92405649

3127

Conseco v. Shane Timmerman

Fees: Leath, Bouch & Crawford
Foreclosure Action \$ 750.00

Total Fees: \$ 750.00

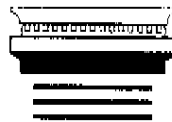
Costs:

- \$ 262.75 Title Search
- \$ 125.00 Filing Fee
- \$ 80.00 Process Service
- \$ 850.00 Publication Fee
- \$ 200.00 Reference Fee
- \$ 610.75 Master's Fees
- \$ 35.00 Bidding Fee
- \$ 15.00 Recording Fee
- \$ 16.30 Statutory Mail

Total Due Immediately: \$ 2,944.80

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March 17, 2003

Amy McCauley
Conseco Finance
1400 Turbine Drive
Rapid City, SD 57703

For Services Rendered

2416

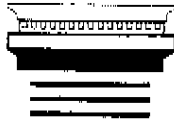
Account Number: 92415093
Conseco Finance v. Bertha Blair and Larry L. Blair²

Fees:	Leath, Bouch & Crawford Foreclosure Action	\$ 750.00	
Total Fees:		\$ 750.00	
Costs:		\$ 160.00	Filing Fee
		\$ 159.25	Title Search
		\$ 70.00	Process Service
		\$ 462.84	Publication
		\$ 200.00	Reference Fee
		\$ 43.82	Statutory Mail

Total
Due To Leath Bouch & Crawford \$1,845.91

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March 17, 2003

Attention: Foreclosure Coordinator
Conseco Finance Servicing Corporation
7499 Parklane Road, Suite 136
Columbia, SC 29223

For Services Rendered

Account Number: 92415074-1

1392

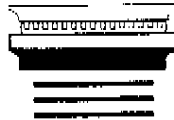
Conseco v. Emmanuel D. Williams

Fees:	Leath, Bouch & Crawford Foreclosure Action	\$ 750.00
Total Fees:		\$ 750.00
Costs:		\$ 258.50 Title Search
		\$ 135.00 Filing Fee
		\$ 90.00 Process Service
		\$ 185.00 Reference Fee
		\$ 8.15 Statutory Mail

Total Due Immediately: \$ 1,426.65

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March 13, 2003

Attention: Foreclosure Coordinator
Conseco Finance Servicing Corporation
7499 Parklane Road, Suite 136
Columbia, SC 29223

For Services Rendered

1023-3371

Account Number: 92403669
Conseco v. Sharon M. Parker and Thomas E. Parker

Fees: Leath, Bouch & Crawford
Foreclosure Action \$ 750.00

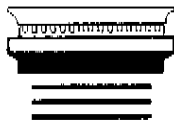
Total Fees: \$ 750.00

Costs: \$ 250.00-Title Search
\$ 135.00 Filing Fee
\$ 180.00-Process Service
\$ 125.00 Reference Fee
\$ 35.13 Statutory Mail
\$ 45.00 Overnight Mail

Total Due Immediately: \$ 1,520.13

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March 13, 2003

Attention: Foreclosure Coordinator
Conseco Finance Servicing Corporation
7499 Parklane Road, Suite 136
Columbia, SC 29223

For Services Rendered

1023.3144

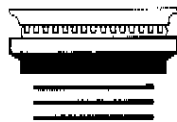
Account Number: 92414608-7
Conseco v. Charles L. Crouch

Fees:	Leath, Bouch & Crawford Foreclosure Action	\$ 750.00
Total Fees:		\$ 750.00
Costs:		\$ 250.00 Title Search
		\$ 135.00 Filing Fee
		\$ 150.00 Process Service
		\$ 125.00 Reference Fee

Total Due Immediately: \$ 1,410.00

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March 12, 2003

Amy McCauley . .
Conseco Finance
1400 Turbine Drive
Rapid City, SD 57703

For Services Rendered

1023.3847

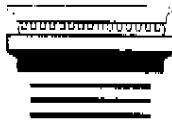
Account Number: 92413653
Conseco Finance v. Sherry L. Withrow

Fees:	Leath, Bouch & Crawford Foreclosure	\$ 750.00	
Total Fees:		\$ 750.00	
Costs:		\$ 135.00	Filing Fees
		\$ 90.00	Process Service
		\$ 500.00	Guardian ad litem
		\$ 900.00	Publication Fee
		\$ 125.00	Reference Fee
		\$ 9.53	Statutory Mail
		\$ 30.00	Overnight Mail

Total
Due To Leath Bouch & Crawford \$ 2,539.53

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LEATH, BOUCH & CRAWFORD LLP

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WITH EMPHASIS ON CONSTRUCTION & ENVIRONMENTAL LAW

March 13, 2003

Attention: Foreclosure Coordinator
Conseco Finance Servicing Corporation
7499 Parklane Road, Suite 136
Columbia, SC 29223

For Services Rendered

1023.3923

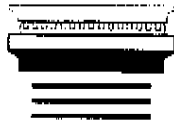
Account Number: 92403558
Conseco v. Lisa D. Coffee

Fees:	Leath, Bouch & Crawford Foreclosure Action	\$ 750.00
Total Fees:		\$ 750.00
Costs:		\$ 262.50 Title Search
		\$ 135.00 Filing Fee
		\$ 120.00 Process Service
		\$ 185.00 Reference Fee
		\$ 8.15 Statutory Mail
		\$ 30.00 Overnight Mail

Total Due Immediately: \$ 1,490.65

THIS IS NOT A FINAL BILL

Please forward payment to Leath, Bouch, & Crawford, Attn: Lilian Fogel, 134 Meeting Street 5th Floor, Charleston, SC 29401



LEATH, BOUCH & CRAWFORD LLP

PRACTICE LIMITED TO COMMERCIAL LITIGATION & CREDITORS RIGHTS
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March 13, 2003

Attention: Foreclosure Coordinator
Conseco Finance Servicing Corporation
7499 Parklane Road, Suite 136
Columbia, SC 29223

For Services Rendered

1023.3108

Account Number: 95445927

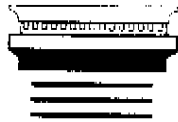
Conseco v. Robert Pitts

Fees:	Leath, Bouch & Crawford Foreclosure Action	\$ 750.00
Total Fees:		\$ 750.00
Costs:	\$ 264.00 Title Search	
	\$ 135.00 Filing Fee	
	\$ 150.00 Process Service	
	\$ 185.00 Reference Fee	
	\$ 9.30 Statutory Mail	
	\$ 30.00 Overnight Mail	

Total Due Immediately: \$ 1,523.30

THIS IS NOT A FINAL BILL

Please forward payment to Leath, Bouch, & Crawford, Attn: Lilian Fogel, 134 Meeting Street 5th Floor, Charleston, SC 29401



LEATH, BOUCH & CRAWFORD LLP
PRACTICE LIMITED TO COMMERCIAL LITIGATION & CREDITORS RIGHTS
WITH EMPHASIS ON CONSTRUCTION & ENVIRONMENTAL LAW

March 12, 2003

Attention: Foreclosure Coordinator
Conseco Finance Servicing Corporation
7499 Parklane Road, Suite 136
Columbia, SC 29223

For Services Rendered

1023.4059

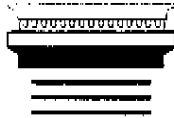
Account Number: 95429515
Conseco v. Tobin W. Keisler

Fees:	Leath, Bouch & Crawford Foreclosure Action	\$ 750.00
Total Fees:		\$ 750.00
Costs:		\$ 250.00 Title Search
		\$ 135.00 Filing Fee
		\$ 150.00 Process Service
		\$ 125.00 Reference Fee
		\$ 17.91 Statutory Mail
		\$ 15.00 Overnight Mail

Total Due Immediately: \$ 1,442.91

THIS IS NOT A FINAL BILL

Please forward payment to Leath, Bouch, & Crawford, Attn: Lilian Fogel, 134 Meeting Street 5th Floor, Charleston, SC 29401



LEATH, BOUCH & CRAWFORD LLP

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March 12, 2003

Amy McCauley
Conseco Finance
1400 Turbine Drive
Rapid City, SD 57703

For Services Rendered

1023.1105

Account Number: 92408754
Conseco Finance v. Scottie D. McKinney

Fees: Leath, Bouch & Crawford
Foreclosure \$ 750.00

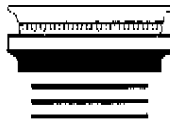
Total Fees: \$ 750.00

Costs:	\$ 100.00	Filing Fees
	\$ 250.00	Title Work
	\$ 59.00	Process Service
	\$ 399.36	Publication Fee
	\$ 200.00	Reference Fee

Total
Due To Leath Bouch & Crawford \$ 1,758.36

THIS IS NOT A FINAL BILL

*Please forward payment to Leath, Bouch, & Crawford, Attn: Lilian Fogel, 134 Meeting Street 4th Floor, Charleston, SC 29401
or P.O. Box 59, Charleston, SC 29402*



LEATH, BOUCH & CRAWFORD LLP

PRACTICE LIMITED TO COMMERCIAL LITIGATION & CREDITORS RIGHTS
WITH EMPHASIS ON CONSTRUCTION & ENVIRONMENTAL LAW

March 14, 2003

Attention: Foreclosure Coordinator
Conseco Finance Servicing Corporation
7499 Parklane Road, Suite 136
Columbia, SC 29223

For Services Rendered

1023 325

Account Number: 92412886
Conseco Finance v. Lance A. Callaway, Jr.

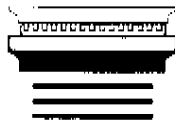
Fees: Leath, Bouch & Crawford
Foreclosure Action \$ 750.00

Total Fees: \$ 750.00

Costs: \$ 135.00 Filing Fee
\$ 260.00 Title Search
\$ 100.00 Process Service
\$ 656.30 Publication Fee
\$ 125.00 Reference Fee
\$ 17.15 Statutory Mail

Total
Due To Leath Bouch & Crawford \$2,043.45

*Please forward payment to Leath, Bouch, & Crawford, Attn: Lilian Fogel, 134 Meeting Street 4th Floor, Charleston, SC 29401
or P.O. Box 59, Charleston, SC 29402*



LEATH, BOUCH & CRAWFORD LLP
PRACTICE LIMITED TO COMMERCIAL LITIGATION & CREDITORS RIGHTS
WITH EMPHASIS ON CONSTRUCTION & ENVIRONMENTAL LAW

March 17, 2003

Attention: Foreclosure Coordinator
Conseco Finance Servicing Corporation
7499 Parklane Road, Suite 136
Columbia, SC 29223

For Services Rendered

4056

Account Number: 92405556-9

Conseco v. Tammy W. Batson

Fees: Leath, Bouch & Crawford
Deed In Lieu \$ 350.00

Total Fees: \$ 350.00

Costs: \$ 250.00 Title Search
\$ 10.00 Filing Fee
\$ 150.00 Update Title Search

Total Due Immediately: \$ 760.00

THIS IS NOT A FINAL BILL

Please forward payment to Leath, Bouch, & Crawford, Attn: Lilian Fogel, 134 Meeting Street 5th Floor, Charleston, SC 29401