

1
2 **UNITED STATES BANKRUPTCY COURT**
3 **FOR THE DISTRICT OF DELAWARE**
4

5 In re:) Chapter 11
6 OAKWOOD HOMES CORPORATION, et) Case No.: 02-13396 (PJW)
7 al.,) Jointly Administered
8 Debtors.)
9

10 **INTERIM AND FINAL FEE APPLICATION OF INTEGRATED LENDER SERVICES**
11 **FOR ALLOWANCE OF INTERIM AND FINAL COMPENSATION AND FOR**
12 **REIMBURSEMENT OF ALL ACTUAL AND NECESSARY EXPENSES**

13 Name of Applicant: INTEGRATED LENDER SERVICES
14 Authorized to Provide Ongoing Services to: Debtors
15 Date of Retention: 11/15/2002
16 Period for Which Compensation and
17 Reimbursement is sought: Through April 13, 2004
18 Amount of expenses sought, as actual
19 Reasonable and necessary: \$83,861.58
20 Amount of compensation being
Sought as actual, reasonable and necessary: \$11,603.00
21 This is a Final Application
22

23 The total time expended for fee application preparation is approximately two hours and the
24 corresponding compensation requested is approximately \$350.
25

26 This is INTEGRATED LENDER SERVICES' first formal application for compensation.
27 INTEGRATED LENDERS has timely filed a Request for Reimbursement of Administrative
28 Expenses in this case seeking reimbursement for the expenses, and limited compensation,

1 incurred which are set forth herein, INTEGRATED LENDER SERVICES further requests
2 approval of any fees or services rendered for any of the Debtors on or prior to April 13, 2004;
3 payment of any amount with respect to which there was a fee or expense holdback under the
4 20% holdback requirement; and final approval for all fees for services, and expenses incurred,
5 through April 13, 2004, including the foregoing fees. INTEGRATED LENDER SERVICES has
6 incurred fees for services rendered which it has been advised will be paid to INTEGRATED by
7 the Liquidation Trust and/or the successor in interest to the Debtors. Pursuant to this
8 representation, INTEGRATED has not sought reimbursement of those fees in this Final Fee
9 Application

10
11 ///

12
13
14
15 ///

16
17
18
19
20 ///

21
22
23
24 ///

25
26
27 ///

1 **OAKWOOD HOMES CORPORATION, et al**

2 (Case No. 02-13996 (PJW))

3 Through April 13, 2004

4 **FORECLOSURE TRUSTEE COMPENSATION**

5	Trustee's Foreclosure Fees	\$9,975.00
6	Trustee's Deed in Lieu Fee	\$1,628.00
7		
8	TOTAL	<u>\$11,603.00</u>

9

10 **REIMBURSEABLE EXPENSES INCURRED**

11		
12	Recording Fees	\$ 4,835.00
13	Posting Charges	\$ 3,430.00
14	Overnight Charges	\$ 525.00
15	Trustee's Sale Guarantees	\$41,790.57
16	Advertising/Publication Charges	\$23,696.61
17	Owners Title Policy	\$ 300.00
18	Documentary Transfer Tax	\$ 504.40
19	Mailing Charges (regular, certified and registered)	\$ 7,165.00
20	Conducting Sale Charges	\$ 365.00
21	Datedown Charges	\$ 200.00
22	Postponement Charges	\$ 1,050.00
23		
24	TOTAL REIMBURSEABLE EXPENSES	<u>\$83,861.58</u>
25		
26		
27		
28		

1 **UNITED STATES BANKRUPTCY COURT**
2 **FOR THE DISTRICT OF DELAWARE**

3
4 In re:) Chapter 11
5 OAKWOOD HOMES CORPORATION, et) Case No.: 02-13396 (PJW)
6 al.,) Jointly Administered
7 Debtors.)
8

9 **FIRST AND FINAL APPLICATION OF INTEGRATED**
10 **LENDER SERVICES, FORECLOSURE TRUSTEE, FOR ALLOWANCE**
11 **OF FINAL COMPENSATION AND REIMBURSEMENT OF ACTUAL**
12 **AND NECESSARY EXPENSES INCURRED**

13 INTEGRATED LENDER SERVICES (“ILS”) is a foreclosure trustee located in Orange
14 County, California and is authorized to do business in the State of California, and other
15 jurisdictions. ILS is seeking allowance of compensation and reimbursement of expenses under
16 11 USC Sections 330 and 331, Rule 2016 of the Federal Rules of Bankruptcy Procedure, Rule
17 2016-2 of the Local Rules of Bankruptcy Procedure, Procedures of the United States Bankruptcy
18 Court for the District of Delaware and the United State’s Trustee’s Guidelines for Reviewing
19 Applications for Compensation and Reimbursement of Expenses filed under 11 U.S.C. Section
20 330, effective January 30, 1996, in addition to the Orders and directives files for procedures filed
21 in the jointly-administered Bankruptcy cases. ILS seeks reimbursement for costs and expenses
22 incurred, which have heretofore not been paid, through April 13, 2004 and for compensation
23 which has not heretofore been paid and which will not be paid by any other successor of the
24 Debtors herein, including VANDERBILT MORTGAGE, its agents, subsidiaries, successors or
25 assigns.

26 ILS has timely filed a Request for Reimbursement of Expenses seeking reimbursement of
27 the within claimed fees and expenses. Attached thereto are true and correct copies of the
28 invoices for services and fees incurred by ILS on Debtors’ behalf through April 13, 2004.

1
2 7. ILS has to date not received payment or reimbursement for any services and/or
3 expenses which are requested herein.

4 8. Each of the costs and expenses charged by ILS are allowable and reimbursable
5 to ILS pursuant to statutory law.

6 9. ILS has prepared individual invoices itemizing each of the expenses charged and
7 services performed. Each invoice identifies the loan number, the category of expense, and the
8 individual charge for each and every expense, as well as the professional services charged. The
9 invoices include only those charges and expenses which will be reimbursed by Debtors. Said
10 invoices are attached to ILS's Request for Payment of Expenses, a true and correct copy of
11 which is attached hereto as Exhibit "B".

12 10. There may be additional charges for services rendered which will be charged to
13 the successor of the Debtors pursuant to the Plan of Reorganization and/or other Orders entered
14 by this Court in this jointly administered case.

15 11. ILS is not holding any monies of the Debtors as an advance against the services
16 and/or expenses requested herein.

17 12. Other than what is set forth above, what is provided for in the Plan of
18 Reorganization, or ILS's contractual obligation to reimburse any expenses it has incurred to
19 third party vendors, no agreement or understanding exists between ILS or any other person for
20 the sharing of compensation received in this case.

21 13. The undersigned certifies, to the best of her information, knowledge and belief,
22 that this Application complies with Local Rule 2016-2 and the dictates to be followed pursuant
23 to the representations of Debtors' counsel in this case.

24 ///

26 ///

28 ///

1 WHEREFORE, ILS respectfully requests that this Court enter an Order (1) approving all
2 interim compensation awarded to and/or previously paid or not paid to ILS by the Debtors,
3 which were incurred in the ordinary course of business, if any; (2) payment of any monies due
4 ILS with respect to any "fee holdback" under the 20% holdback requirement, if any; (3) final
5 approval for all fees and expenses incurred by ILS on behalf of Debtors on an interim approval
6 basis only, with the Court retaining the right of final approval; (4) approving and authorizing
7 reimbursement to ILS by the Debtors or the Liquidation Trust of post-petition expenses incurred
8 in the sum of \$83,861.58, incurred by ILS on behalf of Debtors in the ordinary course of
9 business, or otherwise authorized; (5) authorizing and approving the sum of \$11,603.00 for post-
10 petition services rendered to the Debtors by ILS in the ordinary course of Debtors' business(es);
11 (6) that all fees for services rendered, costs and expenses be deemed an administrative priority of
12 this Bankruptcy Estate; (7) for reimbursement of \$350.00 incurred by ILS in the preparation of
13 this Fee application, and (8) directing the Debtors or the Liquidation Trust to pay ILS the sum of
14 \$95,464.58 which is equal to the sum of 100% of ILS' allowed compensation and reimbursement
15 of expenses for this final period and an additional sum of \$350.00 for the preparation of this
16 Final Fee Application.

17
18 DATED: 6/22/04

INTEGRATED LENDER SERVICES

19
20 BY:



BARBARA KOOREY, Vice President