

**DON SWAIN Mobile Home Sales, LLC**

**Exclusive Mobile Home Consignment Agreement**

Seller's Phone: 231-329-2252

I(we), Bonnie Mattson, am/are the undersigned owner(s)  
(called "SELLER") of mobile home (called "UNIT"):

Name of Community: Southport Springs

Address (street number/name): 65637 Clubber Ct

City, County, State, Zip: Lephy-hills PASCO FL 33541

Title Number(s): # 75126534 #

Manufacturer/Make: JAC FL 19403 A & B Year: 1998 Size 64 X

CLAS  
Bedrooms 3 Baths 2

Seller does hereby exclusively consign for sale the UNIT to Don Swain MHS, LLC. (called DEALER) for the purpose of selling it for a period of time:

From: 1/27/24 thru: 7/31/24 @11:59PM, and agree to a list price of \$ 149,900

Upon full execution of a contract for sale and purchase of the UNIT, all rights and obligations of this Exclusive Mobile Home Consignment Agreement (called the "Agreement"), shall automatically extend through the date of the actual closing of such purchase. SELLER certifies and represents that the person(s) comprising SELLER is/are legally entitled to transfer title to the Unit, and such transfer shall be free and clear of all liens and encumbrances, without limitation. SELLER must disclose any defect with the UNIT and all potential BUYERS have the right to request an inspection. All HVAC units and components thereof, appliances, plumbing and electrical systems shall be in working order at the time of closing unless otherwise noted on this Agreement or on an Addendum hereto.

DEALER's fee for selling the UNIT is a flat fee of 3,800 or a discounted fee of \$ 3,300

And any funds realized over said minimum net sale proceeds amount, after the deduction of DEALER's flat fee and proration costs shall be paid to SELLER.

SELLER agrees to accept as minimum net sale proceeds amount of \$ TBA as a result of the sale of the above listed UNIT. Should SELLER have a lien holder, DEALER shall hold \$225.00 from proceeds to cover costs of replacement titles. If lien holder releases lien within 10 business days, the \$225.00 will be returned to SELLER.

DEALER shall furnish SELLER with a copy of the signed sale agreement with a BUYER. SELLER agrees not to lease, rent, sell or Negotiate for the sale of the UNIT during the term of this Agreement, SELLER agrees to refer to DEALER all inquiries concerning the sale of the UNIT. SELLER shall permit DEALER the right to advertise, place a sign on premises, place a lockbox on the premises with a key provided, hold open houses, and show the UNIT to prospective buyers during reasonable hours and upon reasonable advance notice.

Initials of Seller(s) Bonnie Mattson Date 1/26/24

Should SELLER sell the UNIT within 90 days of the expiration date of this Agreement to one of the prospective buyers to whom DEALER has shown the UNIT, in person or through providing printed or electronic materials of the UNIT, the full DEALER'S fee shall be due to DEALER. In the event of an early termination of this Agreement by SELLER, a refusal or other failure to perform SELLER'S obligation under this Agreement with a ready, willing BUYER being ready, able, and willing to close, SELLER shall be obligated to pay the full DEALER'S fee to DEALER. The prevailing party in any litigation brought to enforce this Agreement shall be entitled to collect his, her, or it's attorney's fees and costs from the losing party. Any legal action brought to enforce this Agreement must be filed in the Florida state court system and the venue of such legal actions shall only be in Pasco County, Florida.

**BUYER'S RIGHT TO CANCEL**

Pursuant to Fla. Stat. 501.031, if this Consignment Agreement arises out of a home solicitation sale, then the following disclosure applies: *"This is a home solicitation sale and if you do not want the goods or services, you may cancel this agreement by providing written notice to the seller in person, by telegram, or by mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement."*

**DEALER AS ESCROW AGENT**

SELLER acknowledges that DEALER is acting as the escrow agent for this transaction for both the UNIT'S certificate of title and the purchase money funds from BUYER. In the event of disagreement between SELLER and BUYER regarding either or both parties' respective obligations to close on the sale and purchase of the UNIT, DEALER is prohibited from disbursing to BUYER the certificate of title to the UNIT and from disbursing to SELLER any of BUYER'S purchase money funds without a DEFAULT as outlined in the Sale Agreement. If BUYER fails to perform the Sale Agreement within the time specified, including timely payment of all deposits, SELLER may choose to retain and collect 50% deposits paid and agreed to be paid as liquidated damages and Broker will receive 50% of all deposits paid.

Seller(s) Signature: Bonnie Mattson

Date 1/21/24

Don Swain Don Swain

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