

LISTING AGREEMENT FOR MOBILE HOME

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DATE: 2/20/2024

SELLER(S): STEVEN SEWALL and BETTY SEWALL
861 CR 3220 KEMPNER , TX 76539

BROKER: Mobile Bye Bye
1401 Lavaca St Suite #40656 Austin, TX 78701 512-643-7225

The Seller and Broker above have agreed to enter an agreement to sell the listed mobile home. The terms of the agreement are listed below.

Certificate Number: MH00886577

Label(s): PFS1268657 / PFS1268658

Mobile Home Manufacture Date: 12/28/2020

Model: 330KH30483Z

Manufacturer #: MHDMAN00000479

Serial #(s): PHH330TX2023836A / PHH330TX2023836B

Beds/Baths: 3/2

Square Feet: 1440

- 1. BROKER REPRESENTATION:** Broker has agreed to list the mobile home and represent the Seller and advocate for his/her interests while legally overseeing the transaction of the mobile home per Texas law and TDHCA oversight and regulation.
- 2. NET TAKE HOME TARGET: \$50,000 to \$60,000** Seller wishes to obtain the above range take-home for their mobile home. Broker will set the initial starting price for the home at a range believed to net this amount to the seller after deducting all commissions, fees, taxes, etc have been paid. Broker may set the price higher in order to leave room for negotiation with the seller and room to cover fees. Broker will present all valid offers to Seller for approval in a timely manner. Sale price is not guaranteed and may be lower than this price but will only be agreed upon if Seller agrees.
- 3. LISTING DURATION:** This listing agreement will continue for 90 days from execution date. The Broker will work diligently to list, sell, and execute the transaction of the home before this time. An extension of this date can be agreed upon by Seller/Broker if necessary. This date may also be extended automatically if a purchase agreement from a potential Buyer is agreed upon by Seller with a later date.
- 3. EXCLUSIVE RIGHT TO SELL:** This listing agreement provides the Broker the exclusive right to sell. Broker will manage all listings and advertisements. Seller agrees to remove any listings including but not limited to Facebook, Craigslist, Offerup, Zillow, Redfin, etc. If Seller is approached by a potential buyer, Seller will direct Buyer to Broker Representative. Seller will not attempt to circumvent a sale without Broker during the 90 day listing duration. If a Buyer is obtained during the listing duration but extends the closing date past the 90 day listing duration and successfully closes on the home, Seller will still provide Broker with agreed commission.
- 4. OPTIONAL ADD-ONS:** Broker may present additional marketing options for a small fee such as paid-for listing sites, marketing advertisements, etc. Broker will present these as an option, not a requirement, to the Seller, if needed.
- 5. CLOSING DATE; OCCUPANCY:** Typically, mobile homes transfer ownership 30-60 days after a purchase agreement is executed between Buyer and Seller. The Broker will work diligently to expedite this process but cannot be responsible for contingencies listed below.

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6. INCLUDED: All fixtures and appliances inside home are included in the sale and will convey with the sale of the home.

7. CLOSING PROCEDURE; COSTS:

- (a) Seller will pay taxes during the period in which title is registered under Seller's name.
- (b) Seller/Buyer will be responsible for prorated prepaid taxes, required by TDHCA, in order to transfer title
- (c) Buyer will schedule and pay for removal of mobile home from Sellers property if necessary.
- (d) Buyer will schedule and pay for property to be converted from Real property to Personal Property (if required). Seller will provide Title Search per TDHCA guidelines showing home is free and clear of liens if titled as Real Property.
- (e) Broker has the right to market property in any way.
- (f) If Buyer and/or Seller wishes to obtain Title insurance, they may choose to do so at their own expense as long as it does not delay closing.
- (g) During the listing agreement, Seller will stay current with Lot Rent charges, taxes, and any other fees required by city, county, and/or mobile home park authority / land owner.

8. TITLE AND CONVEYANCE: Seller will convey marketable title to the property, being free of all liens and encumbrances of record. Seller shall be responsible for reporting proceeds of the sale to taxing authorities, including the submittal of Form 1099-S with the Internal Revenue Service, if applicable.

9. CLOSING DATE; OCCUPANCY: This contract will be closed and the title application signed and delivered on or before the closing date defined in Purchase Agreement between Buyer and Seller unless extended by other provisions of that contract.

10. CONTINGENCIES: Broker will instruct and guide Seller in all necessary forms required to transfer Title included Statement of Ownership required by TDHCA. Buyer is responsible for applying to Mobile Home Park, if home is staying in a community but can be disregarded if moving to land.

11. STATE LAW: This agreement shall be construed and enforced pursuant to the laws of the State of Texas.

12. COMMISSION & FEES: Seller agrees to have the commission and closing costs deducted from the sale price of the home so long as the net take home meets or exceeds their wishes. Buying and Selling commissions for the Broker are \$3,000 each (total of \$6000). Broker may share all or part of commissions with other Agents, Realtors, and/or Brokers involved but will not charge Seller any additional fees. In addition, a closing cost fee of \$2000 will be applied for title work, taxes, and paperwork associated with the sale of the home. Prorated taxes will be paid separately by Buyer and Seller but may also be paid by Broker and reimbursed by either Buyer or Seller. All fees will be paid out proceeds, or directly by Buyer or Seller, and will be paid at closing. Broker License #MHDRET00038000

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13. ILLEGALITY: Should any provision of this Agreement be held illegal, such as illegality shall not invalidate the whole of this Agreement; instead, the Agreement shall be construed as if it did not contain the illegal part, and the rights and obligations of the parties shall be construed and enforced accordingly.

14. PARK APPLICATION: If the mobile home is located inside a mobile home park and is not being removed, the purchase of the home may be contingent on Seller getting approved by the park. If the home is being removed, or not located inside a park, this item may be disregarded from the contract.

15. REAL OR PERSONAL: If Manufactured Home is currently PERSONAL PROPERTY. Buyer has the right to transfer property REAL PROPERTY if it is moved to real property. If Manufactured Home is REAL PROPERTY, TDHCA may require an inspection of the home to convert to Personal Property, a lien search to ensure no liens are attached to the land and also the home, and additional tax records for the home. Broker will be a resource to ensure title is transferred property but ultimately the responsibility lies with the Seller and Buyer to perform all requirements from TDHCA.

16. REAL ESTATE: This agreement is for the sale of the Mobile Home only and does not include any land or lease agreement.

17. MOVING LIABILITY: Buyers are responsible for moving mobile home if necessary. Buyers may consult with Broker and hire for additional services but no additional fees will be applied to Seller besides unpaid lot rent, taxes, or other fees attached to the home unbeknown to Buyer and Broker. Seller understands Buyer will take steps to move the home safely from the property however, there are risks associated with moving a mobile home including damage to property including but not limited to trees, bushes, landscaping, roadway damage, and/or damage to utilities. Seller agrees to not hold Buyer, or any contractors, liable for any potential damages caused by the move of the mobile home. Seller will only permit Buyer to move mobile home if Buyer purchases mobile home, pays all fees, completes title transfer, and receives permission from landowner to move home.

18. In the event that typographical errors, clerical mistakes, or any other minor errors are discovered within this contract, it is hereby agreed by all parties, including the Buyer(s) and Seller(s), that such errors shall not affect the validity or enforceability of this contract. All parties agree that the intent of this contract will prevail over any such errors, and both parties commit to execute a mutually acceptable addendum promptly to rectify and clarify any errors, if necessary. Until such an addendum is executed, this contract shall remain binding and enforceable as if the error or typo was not present.

This agreement is binding on the heirs, administrators, executors, personal representatives, successors and assigns of Buyer and Seller. By signing below, each party accepts this offer.

Steven Sewall

Seller

Date

B. Sewall

Seller 2 (if applicable)

Date

Broker

Date