

# Real Estate by Welcome Home

219 W. Nolana | McAllen, Texas 78504  
(956) 686-8162 | RealEstateByWelcomeHome.com  
MHDBRK00003582



## LISTING AGREEMENT

PARTIES		
<b>Seller Information</b>		
Seller Name(s): Affordable Housing Acceptance, LLC		
Address: 1129 Minnesota Avenue		
City: Brownsville	State: TX	Zip: 78521
Phone: 760.805.5965	Alt Phone: 956.831.4427	
Email Address: admin@parkavenuepartners.com	Alt Email: manager@breezelake.com	
<b>Agent Information</b>		
Agent Name: Gail Gallagher	Phone: 816-916-5583	
Email: gail@welcomemh.com	Office Phone: 956-687-5115	
<b>PROPERTY INFORMATION</b>		
Manufacturer: Legacy Housing Corporation	Model: S-2448-22FLP	
Model Year: 2022	Serial #: L213598A & L213598B	
Bedrooms: 2	Bathrooms: 2	
<b>Current Location</b>		
Park Name: Breeze Lake Mobile Home & RV Campground	Park Phone: 956-831-4427	
Park Address: 1710 N. Vermillion Avenue		
City: Brownsville	State: TX	Zip: 78521
Manager Name: Melanie (Mel) Wilson	Email: manager@breezelake.com	

Seller(s), hereafter Seller, gives Real Estate by Welcome Home and their agents, hereafter Broker, sole and exclusive right to sell above Manufactured Home, commencing 10/06/2023 and terminating at 6 p.m. on 04/30/2024 or following the sale of the Manufactured Home, whichever comes first. This Contract may be canceled at any time by mutual consent of both parties, provided it is in writing.

If the Purchaser is not accepted in the Manufactured Home Community, the Purchaser may void the Purchase Contract.

1. Broker is hereby authorized to negotiate for the sale of, and to sell said Manufactured Home for \$97,900 (listing price) at it's present location, of which not less than \$1,000.00 shall be collected as earnest money from Purchaser, to be held by Broker until date of closing.

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Commission: Broker shall receive the following compensation:

6% of the final sale price or an amount of not less than \$1,200; whichever is greater.

The Seller agrees to pay the Broker the Commission on the final gross selling price upon Sale of the Home. If Seller is unwilling to sell Home after Broker has found a purchaser as evidenced by a written Offer to purchase, pursuant to the terms of this agreement, commission shall be paid to the Broker. Broker may negotiate for the sale of, and to sell, the Manufactured Home for an amount less than that specified above or upon different terms provided the Seller consents in writing and Purchaser is accepted by the Manufactured Home Community, if applicable. During the term of this agreement and as provided in #8 below, Seller shall not sell, lease, rent or negotiate regarding the Manufactured Home except through the services of the Broker.

2. Seller agrees that said Manufactured Home, and all other items made a part of the sale, are free and clear of all liens including, but not limited to, taxes, mobile home parking fees, assessments, license fees, etc., including ground rental (if on rented ground) paid to date of delivery, and that said Home and all other items made a part of the sale are free and clear of all personal property judgments and encumbrances, except as may be noted in #3 below. Seller agrees to furnish evidence of Ownership in a form satisfactory to Broker and purchaser.
3. An outstanding lien, in the amount of \$ \_\_\_\_\_, remains on the above described:  
  X   Manufactured Home  
     Other items made a part of the sale under # 9 below (indicate which items here: \_\_\_\_\_  
\_\_\_\_\_ )
4. Payment of Broker's commission shall be due and payable upon closing of any contract to sell or sale made, and Broker shall have an equitable lien upon said Home and upon the proceeds in whole or in part of from said sale until Broker's commission is paid in full.
5. Seller grants Broker exclusive marketing rights for the Manufactured Home. Such rights include but are not limited to insertion of radio, television and newspaper ads, and placement of "For Sale" signs. If Seller unilaterally terminates or otherwise interferes with this agreement prior to the agreed upon termination date found above in this agreement, Seller agrees to pay Broker   6   % of the sale price stated in # 1 above as liquidated damages.

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6. Property loss and liability insurance relative to the Manufactured Home described above shall, during the life of this agreement, regardless of the location of the home, be the responsibility of:

Current Seller listed above.

Other (Explain) \_\_\_\_\_

7. The Broker assumes no responsibility for warranties either expressed or implied. The current Seller is solely responsible for all statements and claims related to quality, serviceability, functions, condition, past Ownership, warranties, express or implied, regarding the above-described Manufactured Home or other items made a part of the sale under # 9. Broker is not providing professional inspection services.

8. If the Home is sold within six months after the expiration of this agreement to any person with whom the Broker or any authorized agent has negotiated or shown the Home prior to the expiration of this agreement, Seller agrees to pay Broker the commission set forth in this agreement.

9. Other Provisions and Additional Items included in Sale:

Stove  Refrigerator  Microwave  Washer  Dryer

Curtains or blinds  Utility Shed  Air conditioner  Satellite Dish

Other: \_\_\_\_\_  
\_\_\_\_\_

10. Occupancy by purchaser may occur within 1 days of Purchaser's closing with Broker, or Seller will pay \$ NA rent/day to the purchaser.

11. Seller agrees to indemnify and hold harmless Broker in any dispute between Seller and any buyer or prospective buyer including any dispute arising from representations made by Broker based upon information provided by Seller or Buyer, provided those representations were communicated in good faith. Seller agrees to indemnify Broker and their agents from any damage, personal loss or injury of the property.

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- 12. The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.
  
- 13. If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

Dated this 10th day of October, 2023.

Broker: Real Estate by Welcome Home Accepted

by: Jail Gallagher (Sales representative)

Seller (print): ~~Ramon Cuevas, Asset Manager~~ Ashley Kratochvil, Chief of Staff

Seller (signature): 