

# GRAHAM MH SALES

... IN-PARK MOBILE HOME SALES SINCE 1984 ...

Office: 7040 N Oracle Rd Ste C, Tucson AZ 85704

Kerri: (520) 443-0916 Office: (520) 297-1136

www.GrahamMHsales.com

## EXCLUSIVE AUTHORIZATION TO SELL

Owner's Name David Fulton and Susan Fulton (Seller) Phone(s) 520-472-7331  
 Home's Address 8401 S. Kolb Rd. Space# 252 Email susan.david.l@outlook.com  
 Tucson AZ 85756 Park Trails West Monthly Rent \$ 540.34 includes park administrative com

Showing instructions:  Lock Box  Other: \_\_\_\_\_  
 Year: 1994 Make: Hallmark Model: \_\_\_\_\_ Reg. Size: 14 x 52 (B) (A)

VIN(s): CAHK01271988945869 A/B State Code: 2301155822  
 Lienholder: (if none, write NONE) 21st mortgage loan#

Saw Title(s)  Copied Title(s) <sup>beside only</sup>  Received Title(s) Remarks: Lender holds title (21st mortgage)

1. In consideration of your services to effect a sale or exchange of this property Seller gives GRAHAM MH SALES (Broker) the sole exclusive and irrevocable right to sell, exchange, transfer, or contract to sell the above described mobile/manufactured home (Home), including all appliances, attachments and other personal property as described on the attached Home Detail Report, which is made part of this agreement, at the price of:  
 \$ one hundred fifteen thousand AND 00/100 DOLLARS (\$ 115,000<sup>00</sup>)  
 and under the specified terms as set forth herein, or such other price and terms as may be agreed to by the owners.

2. Seller authorizes Broker to advertise and market the Home via Internet and any other media Broker deems appropriate. Seller agrees to immediately refer to Broker all inquiries of any party interested in the Home. All negotiations are to be through Broker. Upon the sale of the Home, Seller agrees to pay Broker a commission on the final sales price at closing of: **\$2,000 if under \$50,000 \$2,500 if \$50,000 - \$89,999 \$3,000 if \$90,000 or greater.**

3. This Agreement is to remain in full force and effect and is irrevocable by either party for a period of six (6) months following the date herein. In the event a sale, exchange, or transfer of the Home is made within six (6) months after the expiration of this listing agreement to any party, directly or indirectly, to whom the Broker has presented the property with or without the knowledge of or notification to the Seller during the term of this contract, such transfer, sale or exchange shall be considered a sale by the Broker at the terms and conditions listed herein. If a purchaser's deposit is forfeited, Seller and Broker shall split said deposit 50/50.

4. Seller hereby warrants (1) that the information provided to Broker is true and accurate, (2) Seller is the true owner of the Home, (3) Seller holds good and marketable title and that the title is free from encumbrances except as disclosed herein as well as property taxes assessed for the current tax year, (4) there are no other Exclusive Authorization to Sell contracts in force at the time this agreement is signed.

5. Seller agrees to convey said personal property to the purchaser by the delivery of an Arizona Certificate of Title properly signed and/or by the execution of such other documents as may be required to accomplish the transfer of ownership. The following items are to be left as part of the property purchased: All plumbing fixtures, light fixtures, light bulbs and fluorescent lamps, kitchen and bathroom fixtures, window and floor coverings, window and door screens, storm doors and windows and all such items as are shown as inclusions on the attached Home Detail Report EXCEPT:

NONE

Furniture or other personal property is offered with the sale of Home as listed on attached the Inventory List.

Other Terms & Conditions: Home is sold "AS IS"

6. There are no verbal agreements that are not captured in writing, and this agreement, and any attachments (if any), constitute the entire agreement. This agreement shall be governed by the laws of the State of Arizona. The invalidity, illegality, or unenforceability of any obligation or provision under this agreement shall not affect or impair the enforceability or legality of any remaining provision or obligation under this agreement. Should any lawsuit or arbitration proceeding be commenced to enforce the Broker's rights herein, the prevailing party agrees the other party shall pay the expenses connected therewith, including attorney's fees.

**I/WE HAVE RECEIVED A COPY OF THIS AGREEMENT ALONG WITH THE HEREIN REFERENCED DOCUMENTS.**

Seller agrees to immediately notify Broker of any changes in Seller's address or phone number.

Seller: Susan M. Fulton Date: 2-19-24 GRAHAM MH SALES License # 8550 rev 7/1/23

Seller: David M. Fulton By: Kerri Kellogg

Mailing Address: 8401 S. Kolb Rd #252 Agent Lic#: S18587 Date: 2-19-24

Tucson AZ 85756 Kerri Kellogg: (520) 443-0916 Cell

Go "live/Active" 3-22-24