



# REALTORS

## SHANE ALLMAN, BROKER

409-787-3333

615 Sabine St., Hemphill, TX 75948

Fax: 409-787-3038

### LISTING AND MARKETING AGREEMENT

**PROPERTY INFORMATION**

**Property:**

Acreage .40 WF Y WA Y WV Y Boat House N Pier N Garage N Carport N Outbuildings N Size --- Front Porch/Deck/Patio ---  
Back Porch/Deck/Patio N Sprinkler System N Restricted Y Lot # 4 Sec --- Subdivision TERRA II  
Other Amenities ---

**Utilities:**

Sewage PRIVITE Water PWS Electric Co. Cleco Gas Co. None Tank Owned or Rented None

**Exterior:**

Construction --- Siding --- Foundation --- Roof ---

**Interior:**

Rooms # --- Bedrooms # --- Baths # --- Sq. Ft. --- Age --- A/C --- Heat --- Elec. or Gas --- Fireplace --- Wood Heater ---  
Other-Amenities ---

**Appliances Included:**

Refrigerator --- Range --- Elec. or Gas --- Washer --- Dye --- Elec. or Gas --- Microwave --- Dishwasher --- Trash Compactor ---  
Garbage Disposal --- Ceiling Fans # --- Other Appliances ---

**Miscellaneous:**

Keys --- Alarm System --- Generator --- Listing Agent RICKY WRIGHT

Furnishings Included: ---

Land Only  
Land Only

LISTED PROPERTY ADDRESS: 256 TERRA CIR CITY: Many COUNTY/ PARISH Sabine STATE: LA

LISTED PROPERTY LEGAL DESCRIPTION: LOT 4 OF TERRA II SUBDIVISION IN SEC. 21-6-13, LESS .001 AC BEING LOT 4-N.

LISTED PRICE \$ 150,000.00 DATE LISTED 4/25/2024 EXPIRATION DATE 10/25/2024

Or for any other prices, or upon any other terms, as may hear after be agreed upon. The property to be sold includes all buildings, components and other permanently installed improvements thereon, together with fences, outside TV antennas, built in appliances and fixtures, air conditioning window units, ceiling fans, bathroom mirrors which are in place at the time this agreement is executed, unless otherwise stated herein.

**AGENCY:** For and in consideration of services to be performed by the above named Broker, hereinafter called "BROKER", I/We hereby employ BROKER as my/our sole and exclusive agent to market and to sell or exchange the above described real property at the price as above outlined, or any other price that I/We agree to accept, and hereby grant BROKER the exclusive right to sell or exchange the same and to accept a deposit thereon. I/We grant permission unto BROKER to place a "For Sale" on said property, and to advertise said property for sale in any publication in which Broker chooses. I/We also agree to refer all prospective Purchasers to the BROKER during the term of this listing.

**AGENCY DISCLOSURE:** "ABSENT A WRITTEN AGREEMENT TO THE CONTRARY, A REAL ESTATE AGENT IS THE AGENT OR SUBAGENT OF THE SELLER/LESSOR UNDER LOUISIANA LAW. AS SUCH, THE LISTING AGENT ACTS AS THE AGENT FOR THE SELLER. AS SUCH, THE SELLER'S AGENT OWES A FIDUCIARY DUTY OF UTMOST CARE AND LOYALTY TO THE SELLER, AND MAY NOT DISCLOSE TO A BUYER INFORMATION ABOUT WHAT PRICE OR TERMS THE SELLER WILL ACCEPT OTHER THAN THE PRICE OR TERMS OF LISTING. A SELLER'S AGENT DOES OWE A DUTY OF FAIR DEALING TO A BUYER, AND DUTY UNDER LOUISIANA LAW TO DISCLOSE THE EXISTENCE OF ANY KNOWN MATERIAL DEFECTS IN THE PROPERTY."

**COMMISSIONS:** Owner agrees to pay agents commission of \$ \_\_\_\_\_ or 6 % on the gross amount of any agreement to sell, exchange, or option that may be negotiated during the existence of this agreement, or on the gross amount of any such agreement made within 180 days after the expiration or termination of this agreement, with anyone to whom said property has been quoted during the term of this agreement. The commission is earned when such an agreement is signed by all parties and all contingencies are satisfied. Said commission is also earned upon obtaining an offer to purchase at the listed price and terms with reasonable time to act of sale and occupancy. Agent is authorized to accept from PURCHASER, or his representative, a non-interest bearing deposit, and to place said deposit in a federally insured banking or savings institution selected by BROKER pending settlement. Agent shall have no responsibility in case of failure or suspension of said banking or savings institution. In case deposit is forfeited, one half of same shall be retained by or paid to said Agent, and one-half to Owner provided, however, that Agent's portion of any forfeiture shall not exceed the amount of the above named commission.

**PROPERTY CONDITION:** Owner warrants to BROKER that, except as noted below: (1) all heating and air conditioning, plumbing, electrical systems, as well as all built-in appliances are in working condition or will be made so prior to sale; (2) to the best of my knowledge the property has no hidden defects, including but not limited to, termite or insect damage, slab or foundation cracking or sinking, structural weakness or damage.

**TITLE:** Title to the above described property must be merchantable or must qualify for title insurance. There are no known encroachments across the boundaries or into any servitudes on the property. If owner owns any miner rights they are to be conveyed without warranty. The BROKER assumes no responsibility for the condition of title, this responsibility lies solely with the seller, as does the responsibility to cure any defects to said title.

**WARRANTY OF INFORMATION:** BROKER is authorized to represent such to any purchaser or prospective purchaser and owner agrees to indemnify BROKER, its officers, directors, associates, agents or employees against any claim, including the cost of litigation, based on allegations or assertion that any of the statements contained in this warranty are not correct.

**LIABILITY:** In case of employment of council to enforce this agreement, Owner will pay all costs and reasonable attorney's fees incurred by Agent. In further consideration of the efforts and expenditures by Agent, Owner shall indemnify Agent against all liability, loss and expense, including reasonable attorney's fees and court cost, that Agent may incur as a result of any claim or suit against Agent by any person for personal injury or property damage sustained by such person while on or about the herein above described premises, due to the condition of said premises or owner's negligence.

**OWNER FINANCING:** --- I/We agree to finance the above described property with --- % down payment, --- %APR for --- years to a QUALIFIED Buyer.

**EXPIRATIONS:** This agreement shall expire on October 25, 2024.

**OTHER TERMS AND CONDITIONS:**

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\_\_\_\_\_

Charles Frazier

SELLER'S FULL NAME (print)

\_\_\_\_\_  
SPOUSE'S FULL NAME

574 COUNTY RD 355

Address

409-383-4013

Home Phone #

Cell Phone #

Work Phone #

JASPER, TX 75951

City, State, Zip

DocuSigned by:  
C Frazier 4/24/2024  
0B5211A5CD9F4B9...  
SELLER'S SIGNATURE DATE

X \_\_\_\_\_

BROKER'S SIGNATURE

DATE

X \_\_\_\_\_

SELLER'S SIGNATURE

DATE