

Triangle Realty of Volusia, Inc.

Manufactured Home Division

Exclusive Right of Sale Listing Agreement

MH# 94

This CONTRACT is made and entered into by and between Triangle Realty of Volusia, Inc and Cheryl Conrad Funk ("OWNER").

In Consideration of your agreement to use your efforts to find a purchaser for the Manufactured/Mobile home described below, the undersigned hereby irrevocably grant you the sole and exclusive right to sell the Property/Home.

FROM: 4/17/24 UNTIL: 10/17/24
ADDRESS: 810 E. Colonial Circle Daytona Beach, FL 32117
PARK: Colonial Colony North LOT: _____
MFG: RAMA MODEL: _____
YEAR: 1972 SIZE (FROM TITLE): 12 X 36
IDENTIFICATION# RF168AF
YEAR: 1972 SIZE (FROM TITLE): 12 X 40
IDENTIFICATION# RF168BF
YEAR: _____ SIZE (FROM TITLE): _____
IDENTIFICATION# _____

1. TERMS OF SALE: The undersigned agree to sell the Home upon the following terms or with the consent of the undersigned for a lesser amount or upon different terms:

- A. Listing Price: \$ 45,000
B. Occupancy: AT CLOSING
C. The sale of the Home shall include all lighting fixtures, drapes and hardware, steps, antenna, awning, skirting, patio cover and carport if now a part of the Property/Home except as follows: drapes, antenna, security system

IN ADDITION THE FOLLOWING DESIGNATED ITEMS WILL BE INCLUDED: Microwave _____
Range/Oven Refrigerator Dishwasher _____ Disposal _____ Washer Dryer
Air Conditioner Shed

THE FOLLOWING FURNITURE ITEMS: Sofas _____ Chairs _____ Lamps _____ Coffee Table _____
End Tables _____ Dinette Table _____ Chairs _____ Beds _____ Chests _____ Night Stands _____

See
→ inventory
Sheet

2. That in Consideration of the obligations of the Broker, the Owner agrees to pay the Broker at the time of closing and from the disbursement of the proceeds of said sale, compensation in the amount of 0 % of the sale price, but not less than 3000.00 (if left blank the amount is \$3000.00).

If during the listed period, the Property/Home is sold by you, the undersigned or anyone else; or if you produce a purchaser who is ready, willing and able to purchase the Property/Home; or if within the three months after the expiration of the listing period, a sale is made to any person to whom the Property/Home has been shown during the listed period by you, the undersigned or anyone else, the undersigned agrees to pay the above commission. In the event deposit(s) be retained 50% thereof, but not exceeding the compensation above provided, shall be paid to the Broker as full consideration for the Brokers service, including cost expended by the Broker, and the balance shall be paid to the Owner.

In the event of a sale, the undersigned will convey or agree to convey the usual transfer documents conveying marketable title. The undersigned also agrees to deliver all the documents needed for closing and to execute all necessary documents to transfer ownership and to close the sale.

3. That in the event the Owner decides, because of a bona fide change in circumstances acceptable to the Broker not to sell the Property/Home then Owner may, by first signing a Withdrawal Agreement, and simultaneously therewith paying a cancellation fee of \$ 0 (if left blank the amount is \$1000.00), conditionally terminate the within Contract. However, Owner agrees that in the event the Property/Home is contracted for sale during the time period from agreed termination to the original termination date, to anyone, then the early termination provided by this paragraph will be voidable by the Broker and the Owner will be obligated to pay the Brokers the agreed compensation set forth in this subparagraph, less any sum paid pursuant to this paragraph. If a contract is entered into between the Owner and anyone introduced to the Property/Home by the Broker or those working by or through the Broker, including the Owner during the period before early termination of the Contract, then the obligation to pay compensation to the broker will continue for the period of time set forth in the subparagraph, and as otherwise authorized and limited by the terms of that subparagraph.

4. You are hereby authorized to put up "FOR SALE" signs and remove all other "FOR SALE" signs. You are also authorized to have access to said Property/Home for the purpose of showing same at reasonable hours.

5. The undersigned represent they are in peaceful possession of the Property/Home, and that our title is clear and marketable subject to only the following liens and obligations:

NAME: _____ ADDRESS: _____
ACCT#: _____ CITY: _____
STATE: _____ ZIP: _____ PHONE: _____ AMOUNT: \$ _____

The undersigned authorize the Broker to obtain an exact amount of the liens and obligations listed above, and agrees to deliver the Property/Home to Purchase free and clear of all liens, county tangible taxes and liscense fees.

6. The undersigned hereby agree to comply with all state laws and affecting the sale of the Property/Home including provisions for fire extinguishers and smoke detectors as required.

7. LATENT DEFECTS: The Owner specifically acknowledges and understands where Owner knows of facts materially affecting the value or desirability of the Property/Home, whether said facts are readily observable or not readily observable, then the Owner is under duty to disclose said facts to the Buyer and the Broker. If the Owner knows of said facts, he shall set them forth in writing under the "Special Clauses" provision below or by written document attached to this Exclusive Right of Sale Listing Contract and presented upon execution of this Contract. The Owner has fully reviewed this contract and the information related to said Property/Home (as shown in the listing information above and/or the attached information sheet) and the Owner warrants, to the best of his knowledge, the accuracy of said information. The Owner agrees to indemnify and hold harmless the Broker and those relying thereon from any and all loss, damage, suits, and claims including attorney's fees and costs of defense resulting from the inaccuracy of said information and from the Owner's failure to disclose any facts materially affecting the value or desirability of the Property/Home.

8. SPECIAL CLAUSES (line through if not needed): _____

By signature, the Owners agree and certify they have read and agree with the above terms.

SELLER Cheryl R. Smith DATE 4-17-24

SELLER _____ DATE _____

CURRENT ADDRESS: 810 E. Colonial Circle PHONE _____
Daytona Beach, FL 32117

LISTING AGENT: Diana Jarvis PHONE 386-717-6005