

**6710 Virginia Pkwy Ste 215 #9  
McKinney, TX 75071  
RBI# 37030**

**LISTING AGREEMENT**

This is a legal and binding Contract if you do not understand it you should contact an Attorney Page 1 of 3, Plus Applicable Supplements

1. **THE PROPERTY:** For purposes of this agreement, the property is to be considered personal property in SMITH County, Texas, including all fixtures and improvements thereon described as follows: Listing # 6331CR1125

YEAR 2022	MANUFACTURER CMH MANUFACTURING	SERIAL # CBH035898TX	TITLED SIZE 1216	LISTING DATE 5/21/24
NAME(S) OF OWNER ON TITLE REVOCABLE LT OF LEON & DIANA MCDANIEL			PHONE # 620-388-3827	
PARK CREEKSIDE		SPACE # 22	SPACE RENT \$484.00	PARK CONTACT TERESA 903.353.1316
CHILDREN ALLOWED YES <input type="checkbox"/> NO <input type="checkbox"/>	PETS ALLOWED YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	PARK RESTRICTIONS & REQUIREMENTS SEE PARK RESTRICTIONS		
ADDRESS 6331 CR 1125 LOT 22		CITY TYLER	STATE TX	ZIP 75704
LIEN HOLDER N/A	PHONE #	ACCOUNT #	LIEN BALANCE \$	
LIEN HOLDER'S ADDRESS		CITY	STATE	ZIP
TITLE HELD BY: OWNER <input checked="" type="checkbox"/> LIEN HOLDER <input type="checkbox"/> DEALER <input type="checkbox"/>		Texas Title <input checked="" type="checkbox"/> Other <input type="checkbox"/>	DATE OF TITLE SEARCH 5/17/2024	

Except as otherwise provided below and in paragraph 20, the property includes: All existing fixtures; heating and cooling equipment; built-in appliances; attached lighting fixtures and ceiling fans; towel, curtain and drapery rods; draperies and other window coverings; attached carpeting; fireplace equipment; television antennas; attached plant watering systems; fire suppression systems; misting systems; water treatment systems; smoke detectors; fire warning systems; security systems; window, door and sun screens; storm windows and doors; and fencing.

**THE FOLLOWING ITEMS SPECIFICALLY NOTED ARE INCLUDED AND ARE IN GOOD WORKING ORDER:**

Heating <input type="checkbox"/> Gas <input checked="" type="checkbox"/> Elec	<input type="checkbox"/> Steps	<input type="checkbox"/> Oven	# Baths 2
Water Heater <input type="checkbox"/> Gas <input checked="" type="checkbox"/> Elec	<input type="checkbox"/> Shed(s)	<input type="checkbox"/> Refrigerator	# Bedrooms 3
<input checked="" type="checkbox"/> Air Conditioner <input type="checkbox"/> Gas <input checked="" type="checkbox"/> Elec Ton	<input type="checkbox"/> Deck	<input checked="" type="checkbox"/> Dishwasher	<input type="checkbox"/>
<input type="checkbox"/> Heat Pump <input type="checkbox"/> Gas <input type="checkbox"/> Elec Ton	<input type="checkbox"/> Carport	<input type="checkbox"/> Disposal	<input type="checkbox"/>
<input type="checkbox"/> Evaporative Cooling	<input type="checkbox"/> Patio Cover	<input type="checkbox"/> Microwave	<input type="checkbox"/>
<input checked="" type="checkbox"/> Stove <input type="checkbox"/> Gas <input checked="" type="checkbox"/> Elec	<input type="checkbox"/> Landscape water	<input type="checkbox"/> Freezer	<input type="checkbox"/>
<input type="checkbox"/> Dryer <input type="checkbox"/> Gas <input type="checkbox"/> Elec	<input checked="" type="checkbox"/> Skirting	<input type="checkbox"/>	<input type="checkbox"/>

Other:

Warranty of the working order of the following essential systems in the home at time of walk-through. By checking the box next to each system, Seller warrants to Dealer and Buyer (s) that these systems are now and will remain in working order through the date of walk-through, unless specifically noted otherwise below.

Heating <input checked="" type="checkbox"/>	Cooling <input checked="" type="checkbox"/>	Plumbing <input checked="" type="checkbox"/>	Drainage <input checked="" type="checkbox"/>	Electrical <input checked="" type="checkbox"/>
---	---	--	--	--

Note:

2. **EXCLUSIVE RIGHT TO SELL:** In consideration of the acceptance by the undersigned licensed Texas Manufactured Home Broker of the terms of this Listing Agreement, I, or We, as Owner(s) and Seller(s), employ and grant Broker the exclusive right commencing on MAY 21, 20 24 and ending at 11:50 p.m. on DECEMBER 31, 20 24, to sell or exchange the property described above subject to terms of this agreement.

Licensee's Initials MW Date 5/21/2024

Seller's Initials M Date 5/21/2024



**Mobile Home Offers, LLC**  
**6710 Virginia Pkwy Ste 215 #9**  
**McKinney, TX 75071**  
**RBI# 37030**

**LISTING AGREEMENT**

This is a legal and binding Contract if you do not understand it you should contact an Attorney Page 2 of 3, Plus Applicable Supplements

**3. PRICE:** The listing price will be \$64,995.00. The selling price will be the price offered by Purchaser and accepted by Owner, to be paid as described herein, in terms as accepted by Owner. Owner requires Broker to present all offers.

**4. ACCESS AND LOCKBOX:** Access to the **Home** and premises is granted for the purpose of showing to prospective purchasers at reasonable hours. Unless otherwise stated in this agreement, Owner authorizes Broker to install and use on the property a lockbox containing a key to the property. Owner acknowledges that a lockbox and any other key left with or available to Broker will permit access to the property by Broker or any other Broker, with or without potential Purchasers, even when Owner or Occupant are absent. If someone other than Owner occupies the property, Owner will provide to Broker the name and phone number of any Occupant. Owner acknowledges that neither Broker's agent nor subagent is insuring Owner or Occupant against theft or vandalism resulting from such access. Owner authorizes Broker to place appropriate signs on the property and to photograph exterior and advertise from time to time at Broker's discretion. **Lock Box/Key #** TBD.

**5. COMMISSIONS:** If Broker produces a ready, willing and able Purchaser in accordance with this agreement or if a sale or exchange of the property is made by Owner or through any other agent during the term of this agreement, Owner agrees to pay Broker a commission of \$           or N/A % of the sale price.

Owner agrees to pay Broker for the costs of verified services rendered if Owner cancels this agreement before the expiration period for any reason not included as a part of this agreement. Alternatively, if initialed by both parties, Owner and Broker agree to the following negotiated fee for cancellation of this contract: \$          . Owner initials MW; Licensee initials           .

**6. EXPIRATION:** Owner will pay the same commission noted above in paragraph 5 to Broker if a sale is made, within 90 days after the expiration of this agreement, to any person to whom the property has been shown during the term of this agreement.

**7. EARNEST DEPOSIT:** Owner authorizes Broker to accept earnest deposits on behalf of Owner and to issue receipts for such earnest deposits. If Buyer forfeits any earnest deposit, Broker's verifiable expenses will be paid first and the remainder will be divided equally between Broker and Owner.

**8. AGENCY RELATIONSHIPS:** Broker will use diligent efforts to find a Buyer who is ready, able and willing to complete a sale of the property. Broker's verifiable record of marketing attempts will be available upon request. Owner understands that Broker or his licensed representative may in the future act for two or more parties in this transaction. When acting for more than one party in the transaction Licensee is limited because of the adverse interests of the parties. The Licensee cannot represent the interests of one party to the exclusion or detriment of the interest of the other party. The Owner/Seller understands the foregoing and Consents to allow Licensee to Act for all parties, to not limit the range of potential purchasers. Broker may elect to pay another licensed broker a portion of the commission if the brokers have a written cooperative agreement and the other broker produces a qualified buyer that results in a final sale.

**9. ATTORNEY'S FEES:** In any action or proceeding to enforce any provision of this agreement or for the damages sustained by reason of its breach, the prevailing party will be entitled to receive reasonable attorney's fees and any other related expenses as awarded by the court.

**10. WARRANTIES BY OWNER ON THE SALE OF THE PROPERTY:** Except as otherwise provided in this agreement, Owner warrants that, at the time of possession by Purchaser or the close of the sale: The roof will have no known leaks; all heating, cooling, mechanical, plumbing, drainage, watering and electrical systems and built-in appliances will be in working condition; and the property will otherwise be in substantially the same condition as on the effective date of this agreement. Owner agrees to maintain and repair the property, as necessary, to fulfill the warranties described in this paragraph. Before the closing, Owner will grant Purchaser or Purchaser's representative reasonable access to enter and inspect the property to satisfy Purchaser that the property is as warranted by Owner.

**11. INFORMATION:** Owner understands that broker will be passing on information contained in this agreement regarding the property to potential Purchasers. Owner warrants that the information provided is complete and correct and agrees to hold Broker harmless from any liability incurred from Broker relying on such information.

**12. TEXAS LAW:** Texas law governs this agreement.

**13. INDEPENDENT ELEMENTS:** Seller and Broker agree that each portion of this agreement is independent of any other portion and that if any portion of this agreement is found to violate the law or to be unenforceable, the remainder of this agreement is valid.

Licensee Initials MW Date 5/21/2024

Seller's Initials M Date 5/21/2024



**Mobile Home Offers, LLC**  
**6710 Virginia Pkwy Ste 215 #9**  
**McKinney, TX 75071**  
**RBI# 37030**

**LISTING AGREEMENT**

This is a legal and binding Contract if you do not understand it you should contact an Attorney Page 3 of 3, Plus Applicable Supplements

14. **TITLE:** Upon acceptance of a purchase contract, Owner agrees to furnish to Broker a marketable Texas (SOL) Certificate of Ownership & Location that is free and clear of liens and encumbrances and all necessary, properly executed documents for the transfer of ownership and closing of the sale. Owner further warrants that all costs associated with the ground lease, taxes, utilities and other associated costs will be paid through the date of closing. Broker will process title documents and submit title documents to Manufactured Housing Division pursuant to Texas Law.

15. **POSSESSION:** Possession of the property is to be given to Purchaser within 3 days of being presented an acceptable offer, or on (date) Agreed upon in fully executed purchase agreement. Seller agrees to allow a walk-through of the property by Purchaser before possession as required by state law, and will provide access and any utilities necessary to verify the good working condition of the property as listed above. Seller agrees to vacate the premises as noted in this section above unless Seller and Buyer enter into a written and notarized agreement defining conditions for occupancy. Seller agrees that Seller will pay to buyer a late penalty of at least \$100 per day for cost incurred due to the delay.

16. **TIME:** Time is of the essence in the performance of obligations contained in this agreement.

17. **PAYMENT OF PROCEEDS & COMMISSIONS:** Will be distributed by Broker once each party to the sale has complied with the requirements for sale that are set forth including but not limited to by the Listing, Purchase & sales agreement and Texas Law Requirements. The proceeds from the sale of property due Owner will be delivered, in person or by mail, to Owner within ten business (10) days after all payments have successfully cleared through Broker. Broker will deduct the agreed upon Broker fee from final proceeds due to owner.

18. **COMMISSIONS PAYABLE FOR THE SALE OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION IN ANY MANNER OTHER THAN BY NEGOTIATION BETWEEN BROKER AND OWNER. BY SIGNING BELOW, OWNER ACKNOWLEDGES HE HAS READ, UNDERSTANDS AND ACCEPTS ALL TERMS AND PROVISIONS CONTAINED HEREIN AND THAT HE HAS RECEIVED A SIGNED COPY OF THIS LISTING AGREEMENT.**

19. **Broker will provide a signed copy of this agreement to Seller at time of signing by Licensee and Seller.**

20. **EACH ADDITIONAL AGREEMENT OR CHANGE** in this section must be initialed by both Seller and broker.

Seller agrees to keep all utilities on for showings, inspections etc. & agrees not to disconnect services until 5 days after the completed closing date.

Seller to leave home in a clean & broom swept manner at move out.

Seller is aware & agrees Broker may at his own discretion put a lien on the property to secure the brokers interest of the listing services rendered during the listing contract terms & conditions. Once the property is sold by &/or through the brokers efforts & broker has been paid in full for services rendered or the listing contract expires &/or both parties decide to agree to terms that terminate this contract the lien will be released.

DocuSigned by:

*Leon McDaniel*

417D2... Seller

5/21/2024

Date

SSN #

Seller

Date

SSN #

**Seller's Mailing Address** 5408 NE 50 Ave, Kingman, Ks. 67068

DocuSigned by:

*Michael Wasniewski*

AEA169466224444

Licensee Signature

5/21/2024

Date

#37030

Brokers' #