



First Choice Mobile Home Sales, Inc.
1235 76th St SW Suite B • Byron Center, MI 49315

phone: 616-532-6665
fax: 616-532-6696

LISTING CONTRACT

DATE 8.26.2004 AGENT Jandy EXPIRATION DATE 2.26.2005
SELLER(S) NAME: ROSALIE STAMP
ADDRESS: 7201 Oak Brook Circle City MI State MI ZIP 49007
COMMUNITY: Oak Brook Estates COUNTY _____
MAKE / MODEL: Park Harbor No. of B/B: 2/2
YEAR: 1995 SIZE: 24' x 50' SERIAL #: PW 82049522460

The undersigned Seller(s) agree to sell the Home and the Broker, acting as my Agent, is hereby authorized to negotiate for the sale of, and to sell the Home under the following terms:

For the listing price of \$ 78,000 or for a varied amount, only with written consent.
Possession of the Home within 15 days of the closing date or
The sale of the home shall include outdoor and indoor items checked below:
 storms & screens skirting steps deck shed carport awnings porch stove/oven refrigerator dishwasher
 washer dryer air conditioner curtains drapes & hardware shades/blinds disposal microwave fireplace ceiling fan(s)
 lighting fixtures carpeting water softener antenna garden tub Jacuzzi skylights garage
other: _____

Exception: _____

During the period of the contract, the transfer of the home may be deemed to include an exchange or trade to which the seller(s) consent. Should such an exchange or trade take place, Broker is permitted to represent and receive commission from both parties.

Sellers agree to pay to First Choice Mobile Home Sales, Inc (FCMHS) 8 % of the total sale price of the home or not less than \$ 3,000 under the following conditions:

- The home is sold during the time the contract is in effect whether FCMHS, its agents, or the Seller, or a third party produces a buyer ready, willing and able to purchase the home on the terms stated in this contract or upon any other price or terms of exchange, option or lease which seller agrees to. Seller agrees to refer all inquires about the home to Broker during listing period.
- The home is sold or traded within ninety (90) days after termination of this contract, if said sale or trade was made to any party shown the home during the listed period by FCMHS, its agents or the Seller, or a third party.

NOTE RESERVE BUYERS

A waiting period of 10 calendar days is allowed for Reserve Buyer(s) who have been shown the home by the Seller prior to the date this Listing Contract begins. Seller(s) wishing to allow a Reserve Buyer the 10 calendar days understand that the home will not be advertised during the waiting period.

After the waiting period, ALL terms of this contract apply to ALL Buyers.

CONDITIONS OF SALE:

- Seller agrees that the Buyer's expenses and fees are paid from any deposits forfeited according to conditions of purchase shall be retained by FCMHS for services rendered, but not to exceed the amount of full commission 890
- Seller warrants that Seller is the owner of the home and will convey to the Buyer the home and any furnishings sold, free and clear of any liens or encumbrances.
- Seller shall give possession of said property within 15 days from closing. Lot rent will be prorated from date of closing to date of possession.
- Seller is liable for all costs of repairs to the property due to damage occurring to said property while in the Seller's possession or control.
- Seller states that all mechanical systems are in proper working order, except as noted on the Disclosure Statement.
- Seller agrees to have home remain on present site during the term of listing.
- Seller has written community permission that home meets criteria of community rule to stay in community after sale and meets federal and state resale laws.
- Since title companies are not used at closings, funds for the sale will not be disbursed at the closing. Funds will be disbursed after titles are filed at the appropriate state office and the closing is funded by the financial institution(s), usually within 2-3 business days.
- AS FCMHS is hereby authorized to have access to said property and if permitted and according to Park rules, to put a "For Sale" sign and to remove all other "For Sale" signs. Seller shall hold and harmless indemnify FCMHS and it's agents for any vandalism, theft, damage, or liability to the property or injury to persons.
- Seller has original title YES NO If seller does not have original title, seller agrees to apply for a new title promptly. Seller agrees to give title to agent at time of listing for FCMHS to review, make copy of the title for file and return original to Seller, until time of closing.
- Seller warrants the accuracy of all information set forth herein and below with respect to the home and agrees to hold harmless and indemnify FCMHS from any liabilities or damages resulting from incorrect or undisclosed information.
- Seller warrants further that he is (she is/they are) the owner(s) of record or that he (she/they) has (have) the authority to execute this agreement.
- This listing is the property of FCMHS. Facsimile will be considered as a binding contract.
- The home shall have fire extinguisher(s) and smoke detector(s) to meet applicable state and federal laws (Seller to provide.)

ALL OWNERS OF THE HOME MUST SIGN BELOW:

IN WITNESS WHEREOF, we have signed this contract this date first above and that we have received a fully completed copy of this Listing Contract. (Please sign as your name appears on the Title)

Listing Agent: Tara Crago
Keys YES NO

SELLER Rosalie Stamp
SELLER _____
SELLER _____
SELLER _____

NOTES

(616) 466-9809

Seller's Phone: (269) 771-3010