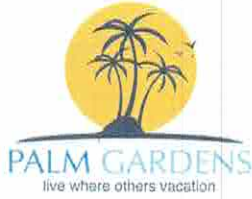


Fresh paint 2024

Shed 10x12
Screen Room 15x19.6
Entry way 5x12
1,512 sq ft



NKS Properties LLC
License: 8649

Property Information

Make CAVCO
 Model Palo verde
 Year 2012
 Size 28 x 54
 No. Bed 2
 No. Bath 2 Tub/Shower Both
 Floors Lam Vinyl Carpet None
 W/D Incl yes Dryer - Gas
 Walk-in Pantry NO
 Stove/Range yes Gas/Electric
 Fridge yes
 Microwave yes
 Garbage Disp NO
 Living Room yes
 Formal Dining NO
 Patio Front
 Arizona Room Bonus Room - see remarks
 Shed/Storage yes
 Fireplace NO
 Carport/Garage yes
 Landscaping Desert
 Heating/Cooling Forced Air

Seller Remarks

AZ Room converted into Bonus Room w/ Alc.

Linens/towels/kitchen plates, utensils & glasses convey? YES NO

Home is being sold "AS IS?" YES

"No alterations or minor repairs found during inspection period will be fixed."

Major repairs needed are negotiable.

Dishwasher yes

VIN # _____

VIN # _____

Water Heater Gas Electric



MANUFACTURED HOUSING

Before the Buyer or Seller enters a discussion with a Manufactured Housing Broker, the Buyer or Seller should know and understand whom the Broker will represent in the transaction. The Buyer or Seller should read carefully all the agreements to ensure that the agreements adequately express their understanding of the transaction. The duties of the Broker do not relieve the Buyer or Seller of the responsibility to protect their own interests.

ELECTION

BUYER ELECTION (Complete this section only if you are the Buyer.)

The undersigned elects to have the Broker (check all that apply)

- Represent the Buyer as the Buyer's Broker
- Represent the Seller as the Seller's Broker
- Show Buyer properties listed with the Broker's Firm. As a result, Buyer agrees that Broker shall act as agent for both Buyer and Seller if Seller consents to dual representation. Buyer's and Seller's consent should be acknowledged in a separate writing other than the purchase contract.

SELLER ELECTION (Complete this section only if you are the Seller.)

The undersigned selects to have the Broker (Check all that apply)

- Represent the Seller as the Seller's Broker
- Represent the Buyer as the Buyer's Broker
- Show Seller properties to Buyer's represented by the Broker's Firm and Seller agrees that Broker shall act as agent for both Buyer and Seller if Buyer consents to dual representation. Buyer's and Seller's consent should be acknowledged in a separate writing other than the purchase contract.

The undersigned Buyer(s) _____ or Seller(s) Dean and Marion Haske acknowledged receipt of a copy of this document.

Signed Buyer(s) Date _____

Dean Haske Marion Haske

Signed Seller(s) Date 8-22-24

NKS Properties, LLC Dealer 8649



Listing Terms and Conditions

Please read thoroughly. This is a legal and binding contract.

- I. The parties. This Listing Agreement made on 8/22/2024 between:

Individuals known ("Seller") DEAN AND MARION HASKE

AND


Nelson K Stewart ("Broker") of NKS Properties LLC ("Agency"). Collectively, the Seller and Agency shall be referred to as the "Parties."
- II. Personal Property. The purchase of this manufactured home is categorized as personal and NOT real property.
- III. Personal Property address 2929 E. Main St Lot 159 Mesa, AZ 85213
- IV. Rights to sell. Seller grants Agency the sole and Exclusive right to sell the property during the Listing Period in accordance with the terms and conditions set forth in this Agreement. The Seller hereby appoints Agency as the exclusive agent and all inquiries made on the property shall be referred to the Agency. *Agency shall be paid the commission whether the Property was sold, directly or indirectly, through the Agency during the period of the Listing Agreement.*
- V. Purchase Price. Under the terms this agreement, the Seller hereby grants the Agency rights to sell the personal property, for the following amount:


Dollars (\$ 225,000.00) ("Purchase Price")
- VI. Listing Period & Extension. The listing period for this Agreement is to commence on 8/22/2024 and expire on 2-22-25. A ("Commission") shall be paid if the Property is sold, conveyed, or otherwise transferred within 180 days ("Extension Period") after the expiration of the Listing Period to anyone with whom the Broker or Agency has negotiated with unless the Property is listed, in good faith, with another real estate agency. The term "Negotiated" shall include providing information about the Property, showing the Property, or presenting an offer on the Property. All rights under this Section shall terminate upon the expiration of the Extension Period.
- VII. Commission. The Agency, as compensation for finding a Buyer that is ready, willing and able to purchase the Property upon the terms and conditions mentioned herein or at any price terms acceptable to the Seller, shall receive a percentage based on the sales price as stated in

the Commission Instructions between the Agency and the Seller, in the amount of 7% ("Commission") or \$3,000 whichever is greatest. The Commission is due and payable upon closing by the Seller. The amount of real estate commissions is not fixed by law. The commission is set by each Broker individually. If the Seller breaks this Listing Agreement prior to its expiration date, the Seller shall pay a 1% Commission of the Listed Price to the Agency. **ALL RENTS MUST BE CURRENT IN ORDER TO LIST.**


- VIII. **Litigation.** If a suit is brought against the Seller to collect compensation provided herein, or if the Agency successfully defends any action brought against the Broker by Seller relating to the agreement or under any purchase contract relating to the Property, and the Agency prevails, the Seller agrees to pay all costs incurred by Agency in connection with such an action, including any reasonable attorney's fees.
- IX. **Inspection Period.** An inspection of the home may be requested by a Buyer or be required to maintain a homeowners insurance policy. Inspections are typically paid by the Buyer in most cases. Buyers have up to 10 days during an inspection period to receive a full refund of any Earnest Monies if the inspection report makes known any physical defaults or major issues found in the home. Buyers and Sellers may come to an agreement on sharing costs of repairs, or the Buyer may request the Seller pay for all costs and visa versa. If an agreement is not reached or the Sellers do not respond to the request of repairs within the 10 days inspection period, it is assumed that the Sellers did not accept the terms of the inspection repairs request, and the contract is void.


Initial

 - Seller(s) had read the terms and conditions and fully and understands the Agency and Seller responsibilities under the laws in the State of Arizona.

 - Advertise the Property

 - To use the Property's Street address when advertising.

 - Allow the Agency to disclose the existence of other offers on the Property.

 - Authorize a "For Sale" sign on the Property by the Agency

- X. **Broker's Duties.** Broker agrees to exercise all reasonable efforts while providing a fiduciary duty to act in the best interests of the Seller. Broker shall market the Property to the best of their abilities to achieve the highest sales price feasible for the Seller.
- XI. **Earnest Money.** The seller authorizes the Agency to handle Buyer's funds and deposit in an escrow account in accordance with State law ("Earnest Money"). Agency is authorized to act as a third party when accepting or holding, on the Seller's behalf, deposits made on behalf of a prospective Buyer. In the event a counteroffer is not accepted, the Earnest Money shall be returned to the Buyer without a signed release. If a Prospective Buyer is "Cash only" and no Lender is being included, The Buyer shall have (5) days after the Earnest Money has been given to the Broker to be deposited into the escrow account to make a "Changing of the

Minds" decision and will be entitled to a full refund. FINANCING CONTINGENCY, The Buyers obligation to complete this sale is contingent upon them obtaining a loan approval. If Buyer is unable to obtain loan approval under "Diligent and Good Faith Effort", This contract shall be cancelled, and Buyer is entitled to a return of all Earnest Monies, if notice is given no later than (3) days prior to close of escrow date. If the Buyer fails to give notice no later than (3) days prior to close of escrow date, the Earnest Money is NONREFUNDABLE to Buyer and shall be paid to the Seller in "Good Faith". If an appraisal is required by the Lender and the Property fails to appraise for the purchase price, the Buyer has (5) days after the notice of value to cancel this contract and are entitled to a refund of the Earnest Money.

- XII. **Governing Law.** This Agreement shall be governed under the laws located in the State of Arizona. It is further understood that all property taxes must be paid in full for the current year. Any delinquent taxes must be brought to current before escrow can be opened.
- XIII. **Entire Agreement.** This Agreement constitutes the entire agreement between the Seller and the Agency and supersedes all prior discussions, negotiations, and agreements between The Parties whether oral or written. By signing this Agreement, you acknowledge that you are of sound mind and not under any duress or being forced to enter any contract against your will or knowledge.
- XIV. **Breach of Contract.** If at any time during the Purchase Contract and Prior to Closing, the Seller reneges or breaks This Lising agreement or fails to include or removes any "Furnishings" that should have remained in this Listing agreement, the Seller will be in breach of contract and will forfeit the Earnest Monies back to the Buyer. Only if the Buyer does not acknowledge or disputes the Breach of Contract is the Seller entitled to Earnest Monies and The Sale may commence.

Seller's Signature Alexandra Haske

Date 8-22-24

Seller's Signature Marion Haske

Date 8-22-24

Agent's Signature Renee Rothman
Renee Rothman, Licensee under NKS Properties LLC
License # S18991

Date 8-22-24

Broker's Signature _____
Nelson K Stewart, Licensed Broker NKS Properties LLC

Date _____

Renewal of Listing Contract

Listing date extended to this _____ of _____, 20____.
(day) (month) (year)

Seller Approval _____

Date _____