

SALES AGREEMENT

CUSTOMER NO.: _____

DATE: 3/28/2019

BUYER(S): Cynthia Pichiya Chuta

SSN: _____

SSN: _____

ADDRESS: 47 Merchant Dr. Angier, NC 27501

DELIVERY ADDRESS: TBD Erwin Rd. Bunn Level, NC 27501

TELEPHONE: 910-891-8435

SALES PERSON: Cathy Long

BASE PRICE:	\$	82,263.50
Dealer Prep	\$	_____
SUB-TOTAL	\$	82,263.50
Sales Tax	\$	2,005.76
Title Fees	\$	52.00
_____	\$	_____
_____	\$	_____
_____	\$	_____
1. CASH PRICE	\$	84,321.26
Trade Allowance	\$	_____
Less Amount Owed	\$	_____
Trade Equity	\$	_____
Cash Down Payment	\$	3,000.00
Other Payments	\$	_____
2. LESS ALL CREDITS	\$	3,000.00
3. REMAINING BALANCE	\$	81,321.26

Make: CMH Model: Thrill
 Year: 2017 Length: 56 Width: 28 Stock #: WH3827
 Serial No.: CWP033827TNAB New Used

TRADE: Make: _____ Model: _____
 Year: _____ Length: _____ Width: _____ Title #: _____
 Serial No.: _____
 Amount owed will be paid by: Buyer Seller
 Owed to: _____

OPTIONS: 14 seer heat pump, 2 sets of wood steps, Wire home for power, Pumb water line up to 75ft, sewer line up to 20ft. White vinyl skirting installed. CMH paying up to \$7350.00 allowance for water and sewer tap.
 SELLER RESPONSIBILITIES: Delivery and set up per county code. Trim out the house. Contractors permits.
 Note: Bank closing cost to be added to remaining balance.
All furniture and decorations as seen in home.

BUYER RESPONSIBILITIES: Zoning permits, Access to lot and cleared spot for home to go. Note: Customer to apply for water and sewer with county

May not meet local codes and standards. New homes meet Federal Manufactured Home Standards.

I UNDERSTAND THAT I HAVE THE RIGHT TO CANCEL THIS PURCHASE BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE THAT I HAVE SIGNED THIS AGREEMENT. I UNDERSTAND THAT THIS CANCELLATION MUST BE IN WRITING. IF I CANCEL THE PURCHASE AFTER THE THREE-DAY PERIOD, I UNDERSTAND THAT THE DEALER MAY NOT HAVE ANY OBLIGATION TO GIVE ME BACK ALL THE MONEY THAT I PAID THE DEALER. I UNDERSTAND ANY CHANGE OF THE TERMS OF THE PURCHASE AGREEMENT BY THE DEALER WILL CANCEL THIS AGREEMENT.
 ESTIMATED RATE OF FINANCING: N/A % NUMBER OF YEARS: NULL
 ESTIMATED MONTHLY PAYMENTS \$ N/A

Buyer(s) agree: (1) that the terms and conditions on page two are part of this agreement; (2) to purchase the above home including the options; (3) they received and acknowledge receiving a completed copy of this agreement; (4) that all promises and representations made are listed on this agreement; and (5) there are no other agreements, written or verbal, unless evidenced in writing and signed by the parties.

SELLER:

Charles Page

BUYER:
Cynthia Pichiya Chuta

Location	R-Value	Thickness	Type of Insulation
Ceiling			
Exterior	Energy	Smart	Home
Floors			

This insulation information was furnished by the Manufacturer and is disclosed in compliance with the Federal Trade Commission Rule 16CRF, Section 460.16.

ESTIMATED MORTGAGE. Buyer is voluntarily purchasing any insurance products listed below. All numbers are estimated.

A. OTHER CHARGES

Property Insurance	\$	_____
HBPP Insurance	\$	_____
License Fees	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____
TOTAL	\$	_____

B. Unpaid Bal/Amt Fin. (3+A)	\$	_____
C. Interest Rate	%	_____
D. Finance Charge	\$	_____
E. Total of Payments (B+D)	\$	_____
F. Total Sales Price (1+A+D)	\$	_____
G. Number of Payments #	_____	
H. Payment Amount	\$	_____

This is not a loan commitment

ADDITIONAL TERMS AND CONDITIONS

1. **APPLICABILITY.** The terms and conditions stated herein are in addition to any provisions of the sale stated on the front of the agreement. Unless specifically modified by written agreement on the front of this Sales Agreement, the terms and conditions stated herein control this sale.
2. **SELLER RESPONSIBILITIES. Delivery and installation:** Normal delivery and installation are included in the purchase price; however, Buyer agrees: (1) delivery is generally scheduled in order of sale; (2) the **exact date** for occupancy cannot be guaranteed because of weather, site conditions, equipment and labor availability, and other variables involved; (3) the decision to purchase the home is not based upon any representations as to the anticipated **date of occupancy**.
3. **DEPOSIT.** The deposit is made to assure the Buyer will complete the transaction by paying the full purchase price in cash or entering into a retail installment contract. If Buyer fails or refuses to complete the purchase within seven (7) days of the date of this Sales Agreement or within two (2) business days of delivery of a retail ordered home, or within an agreed upon extension of time, for any reason (*except cancellation due to being refused financing*), Seller may keep the cash deposit as liquidated damages for its expenses, other damages, attorney fees, and court costs. Nothing in this Sales Agreement shall preclude Seller from electing to pursue other remedies for breach of contract as provided in the Uniform Commercial Code.
4. **INSTALLMENT PURCHASE.** If Buyer does not complete the purchase as a cash transaction, Buyer will enter into a retail installment contract and sign a security agreement or other agreement as may be required to finance the purchase. Buyer shall apply for credit for financing the purchase within two (2) business days of entering into this Sales Agreement.
5. **INSPECTION.** Buyer has examined the product and found it acceptable for Buyer's particular needs. Buyer's own judgement and inspection of display model(s), the brochures and bulletins and/or the floor plans provided to Seller by the manufacturer, in making the decision to purchase the home described on the reverse side of this agreement.
6. **CHANGES BY MANUFACTURER.** Buyer agrees that the manufacturer of the home may make any changes in the model, or designs, or any accessories and parts from time to time, and at any time. If the manufacturer does make changes, neither Seller nor the manufacturer are obligated to make the same changes in the unit covered by this order either before or after it is delivered.
7. **LIMITATION OF DAMAGES.** If the manufacturer(s)' warranty is limited to repair or replacement and such warranty fails because of attempt at repair are not completed within a reasonable time or the manufacturer(s) has (have) gone out of business, Buyer(s) agree(s), that if they are entitled to any damages against the Seller, the damages are limited to the lesser of either the cost of needed repairs or reduction in the market value of the unit caused by the lack of repairs. In any case, the Seller will not be required to pay the Buyer(s) any incidental or consequential damages. Buyer(s) also agrees that once the unit has been accepted, even though the manufacturer(s)' warranty does not accomplish its purpose, that the Buyer cannot return the unit to the Seller and seek a refund for any reason.
8. **WARRANTIES BY THE MANUFACTURER.** The manufacturer warrants that the home complies with applicable law, both statute and rule, as to construction and fire protection and detection, in effect at the date of manufacture. The manufacturer shall take corrective action at the site of the home in instances of breach of this warranty which become evident within one year from the date of delivery of the home to Buyer if Buyer notifies the manufacturer, in writing, of the defect - not later than one (1) year and ten (10) days after delivery to the Buyer. There may be other warranties covering the home or its contents which have been provided by the manufacturer of the home or any of its contents. Seller will provide Buyer copies of any and all written warranties provided by the manufacturer.
9. **ACKNOWLEDGEMENT.** Buyer acknowledges that he was not required to purchase the home in order to lease a lot at the community where the home is located. Buyer further acknowledges that he was not required to lease a lot at the community where the home is located in order to purchase the home.
10. **MEASUREMENTS.** Buyer acknowledges that all measurements of dimensions, construction thickness, and insulation values are normal. Seller has not performed the measurements and does not warrant the accuracy of any measurement.
11. **ORAL REPRESENTATIONS.** Buyer acknowledges that neither Seller nor any of its agents have made any oral representations concerning the quality or character of the home or its contents. All representations concerning the quality and character of the home are stated in this Sales Agreement or the written warranties and disclosures.
12. **COMPLETE AGREEMENT.** This Sales Agreement is the complete agreement between Buyer and Seller and there are no other agreements or understandings between the parties hereto. This Sales Agreement may only be modified by written agreement of the parties hereto.

Notice of Cancellation

I/we have received a copy of this notice the same date as I/we signed the purchase agreement and/or paid a deposit to the dealer. I understand that I have the right to cancel this purchase before midnight of the third business day after the date that I have signed this agreement. I understand that this cancellation must be in writing. If I cancel the purchase after the three-day period, I understand that the dealer may not have any obligation to give me back all the money that I paid the dealer. I understand any change of the terms of the purchase agreement by the dealer will cancel this agreement.

The term "business day" means Monday through Saturday, excluding legal holidays.

Cynthia Paula Chute
Buyer

3-28-19
Date

Co-Buyer

Co-Signer

Co-Signer

Cancellation

I/we hereby cancel the purchase agreement.

Buyer or Co-Buyer or Co-Signer

Date

Return this signed form to the Model Home Center in the time specified above to cancel the purchase agreement.

ADDENDUM TO THE SALES AGREEMENT

This addendum is part of the Sales Agreement dated 3/28/2019 between CMH Homes, Inc. or its subsidiaries, and;

Purchasers Name: Cynthia pichiya Chuta Salesperson: Cathy Long
 Site Address: TBD Erwin Road, Bunn Level NC 27501 County: Harnett
 Serial Number: CWP033827TNAB Size: 28ftX56ft RSO Date: Home on lot
 Contact during the delivery process: Cynthia Phone #'s: 910-891-8435
 Move in Date (Goal): TBD (Due to weather and unforeseen circumstances, CMH Homes, Inc. does not guarantee a completion or move in date. CMH Homes, Inc. is not responsible for hotel expenses, additional lease payments, and/or temporary housing.)

Ready List: All applicable items must be completed prior to any site-work or financial investment by CMH Homes, Inc.

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> All permits obtained | <input checked="" type="checkbox"/> Full Down Payment | <input checked="" type="checkbox"/> Site Inspection |
| <input type="checkbox"/> Appraisal Clear | <input type="checkbox"/> Title Commitment Rec'd | <input checked="" type="checkbox"/> Survey Complete |
| <input checked="" type="checkbox"/> Trust Step Complete | <input type="checkbox"/> Other _____ | |

No service or improvement is applicable unless the box immediately adjacent is marked. Every service/improvement must be marked either: "Sales center", "Buyer", or "N/A". Items not detailed in this addendum are **NOT INCLUDED**.

Sales

Center	Buyer	N/A	Service/Improvement	Complete
		<input checked="" type="checkbox"/>	Perk test for septic system	
		<input checked="" type="checkbox"/>	Septic Tank permit	
<input checked="" type="checkbox"/>			Building Permit	
<input checked="" type="checkbox"/>			Water Tap fees to city or county	
<input checked="" type="checkbox"/>			Sewer Tap fees to city or county	
		<input checked="" type="checkbox"/>	Tree Removal or Clearing (note approximate size of area) _____ ft x _____ ft	
		<input checked="" type="checkbox"/>	Elevation Survey / Benchmark (FHA Requirement)	
		<input checked="" type="checkbox"/>	Sand Fill (note approximate size of area) _____ ft x _____ ft _____ depth	
		<input checked="" type="checkbox"/>	Removal of existing structure (describe) _____	
		<input checked="" type="checkbox"/>	Installation of Water Well and Pump (no guarantee on water quality)	
		<input checked="" type="checkbox"/>	Installation of Water Treatment System	
		<input checked="" type="checkbox"/>	Water Test (FHA Requirement)	
<input checked="" type="checkbox"/>			Installation of Septic/Sewer System (Describe) _____ County to provide _____	
		<input checked="" type="checkbox"/>	Installation of Gravel Driveway - Length _____ Width _____ Depth _____	
		<input checked="" type="checkbox"/>	Installation of Concrete Driveway - Length _____ Width _____ Depth _____	
	<input checked="" type="checkbox"/>		Culvert Pipe (if contracted) - Length _____ Width _____	
		<input checked="" type="checkbox"/>	Installation of Concrete Footers _____ Pier _____ Perimeter _____ Slab _____	
<input checked="" type="checkbox"/>			Delivery, Block, Anchor, and level to code (standard)	
		<input checked="" type="checkbox"/>	Sure wall (parged) Piers (FHA Requirement)	
	<input checked="" type="checkbox"/>		Additional Set-up Requirements If home is over height and engineering fees _____	
<input checked="" type="checkbox"/>			On-site Interior Trim out	
<input checked="" type="checkbox"/>			On-site Exterior Trim out	
<input checked="" type="checkbox"/>			Carpet seamed and completed	
<input checked="" type="checkbox"/>			Installation of front steps <input checked="" type="checkbox"/> Wood _____ Brick _____ Fiberglass (landing size) _____ x _____	
<input checked="" type="checkbox"/>			Installation of back steps <input checked="" type="checkbox"/> Wood _____ Brick _____ Fiberglass (landing size) 4ft x 4ft	
		<input checked="" type="checkbox"/>	Construction of deck - Written Estimate Required (Size) _____ x _____	
		<input checked="" type="checkbox"/>	Construction of Covered Porch - Written Estimate Required (Size) _____ x _____	
<input checked="" type="checkbox"/>			Installation of lines to Water Source (approximate footage) up to 75 ft.	
<input checked="" type="checkbox"/>			Installation of lines to Septic Source (approximate footage) up to 20 ft.	
<input checked="" type="checkbox"/>			Mounted Electrical Meterbase/Disconnect	
<input checked="" type="checkbox"/>			Connection of electrical lines from the meterbase to the home (no service fees included)	
<input checked="" type="checkbox"/>			Underground lines located and marked	
	<input checked="" type="checkbox"/>		Underground lines entrenched by power company (company name) _____	
		<input checked="" type="checkbox"/>	Termite Treatment (FHA Requirement)	

