04/22/2019 08:47

#145 P.002/003

# Harnett County Central Permitting

PO Box 65 Lillington, NC 27546

Telephone Number: 910-893-7525 Fax 910-893-2793 www.harnett.org/permits

# Application for Manufactured Home Set-Up Permit (Please fill out each part completely)

Part	t I –Owner Information	on:	part compr	21019)	
Name: Uphny Fouchth			wner of the manufactured home)		
rvan	0		Address: Jak	7 (001 30x 4K	2 120
City:	Droadway	State: NC	Zip: <u>27505</u> D	aytime Phone: (	919-499-8211
Land	lowner Information (To	be completed by land	downer, if different	than above)	
Nam	e:		Address:		
		State:			
		nation (To be completed	d by Contractors or H	fomeowner if applic	able
A.	Set-Up Contracto	r Company Name: (	phone must match	information on licen	ose)
	Phone: 714-	15-300 Address	3335 nc	87 Scorfe	14 ME 2022
	City: <u>Janfor</u>	State:	hc Zir	21332	
	State Lic#	Email: _			
B.	Electrical Contrac	tor Company Name:			
	Phone: 7	Address	:		
	Oity.	State:	7in		
	State Lic#	Email: _			
C.	State Lic#Email:  Mechanical Contractor Company Name:				
	Phone:	Address	:		
	City:	State:	7in		
	State Lic# Owe	Email:			
D.	Plumbing Contract	or Company Name:			
	Phone:	Address:			
	City:	State:	7in:		
	State Lic# Oh W	Email:			
Part III	- Manufactured Hom				
Model Y	ear: 1999 Size	30 x66 co	mplete & follow z	oning criteria sh	eet
Park Na	me: M & S Y	0110	Lot Number:		
installatio	e. I understand that if	nuthority to apply for this neir permission to purchaspplicable manufactured any item is incorrect or	beme set us service	their behalf, and t	hat the construction or
-	Signature of Home Ow	THE RESERVE THE PARTY OF THE PA		)-13-17	_
	organiation of mornie Ov	mer or Agent		Data	

\*Effective July 1, 2004, a County <u>Tax Department Moving Permit</u> must be provided before a Set Up Permit will be issued. It is purchased from the tax office of the county that the home is moved from. If the home is from a dealer, we need proof of year on the **Form 500** and if available, the serial number.

List of inspections and Egress requirements available upon request. Progress Energy customers must provide Premise Number.

SETUP

#### CONTRACT OF SALE OF HOME

Seller: Richard Brooks and Anita Brooks

**Buyer: Johnny Faircloth** 

SIF

This CONTRACT OF SALE (the "Contract") is made and entered into this th day of April, 2019, between Seller and Buyer for the sale and purchase of that Certain home located at 88 Luke Road, Broadway, NC 27505. This is not a contract for the purchase of land and home. The intent of the parties is for Buyer to have the house removed from its foundation and placed elsewhere. Said home is formerly a manufactured home that has no title on file with the DMV and has formerly been affixed to Real Estate. The home has been taxed as real property for many years and is not taxed separately as personal property. The home is to be sold free and clear of all liens and encumbrances at the time of transfer including property taxes (real or personal).

Sales Price:

\$ 5,000

Earnest Money:

N/A

Closing: Closing shall occur on or before April 24, 2019 at the office of Buyer's Attorney (Harrington, Gilleland, Winstead, Feindel & Lucas, LLP located at 1410 Elm Street, Sanford, NC 27330)

#### Seller warrants the following:

- (a) They are the owner of and have good and marketable title to the home as described above free from all security interests and other encumbrances.
- (b) To Seller's knowledge, They have complied with all city, state, and federal laws, rules, and regulations, and there are no outstanding violations.
- (c) They have entered into no contract to sell or mortgage the mobile home, save and except this one.
- (d) The mobile home has been retired. Furthermore to Sellers knowledge there is no outstanding title of record with the DMV

LEE COUNTY

Richard Brooks and Anita Brooks, individuals residing in North Carolina (hereinafter called "Seller"), in consideration of TEN DOLLARS (\$10.00) and other valuable consideration paid to it by Johnny Faircloth, an individual (hereinafter called "Purchaser"), the receipt of which is hereby acknowledged, does hereby bargain, assign and sell unto Purchaser all its right, title and interest in and to all of that home located at 88 Luke Road, Broadway, NC 27505, listed as follows:

## 1) 1999 Brigadier Manufactured Home (B-47191-A/B)

TO HAVE AND TO HOLD unto Purchaser, the legal representatives, successors and assigns of Purchaser, forever.

Seller, for itself, its successors and assigns, covenants and agrees with Purchaser to warrant and defend the sale of equipment hereby sold to Purchaser, the legal representatives, successors and assigns of Purchaser, against any and all persons whomsoever.

This sale is made on an "AS IS AND WHERE IS BASIS", WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE of the EQUIPMENT conveyed hereby, and WITHOUT WARRANTY OF MERCHANTABILITY.

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be properly executed in duplicate originals, this \_\_\_\_\_ day of April, 2019.

By: Anita Brooks (SEAL)

Richard Brooks (SEAL)

STATE OF COUNTY OF Lee

anta Brook, Richard Brook

appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_\_, 2019.

My commission expires:

hathy Harristan

- (f) No judgments, liens, actions, or proceedings are pending against the Seller in any court, and they are not threatened with any suit, action, arbitration, or administrative proceeding.
- (g) That, until and through the Closing, Seller shall, at its sole cost, maintain the home in its present condition, subject to reasonable wear and tear.
- (h) That Seller shall assign to Buyer all warranties and guarantees issued and obtained by Seller, or in which Seller has any right, title or interest (if any) from contractors, subcontractors and suppliers, relating to the Home.
- (i) That Seller shall not remove the appliances from the Mobile Home and that said appliances shall pass with the title to the Mobile Home (specifically Buyer shall receive the refrigerator and the stove).
- (i) Seller shall allow the Home to remain on the premises as is and allow Buyer a reasonable amount of time to have said mobile home moved.
- (k) Buyer shall relocate the Home as soon as reasonably possible. Buyer is taking the steps, home and electrical box only. Buyer is not responsible for clean up or the condition of the property after removal of the home.

### Buyer warrants the following:

- (a) Buyer has completed all inspections and is accepting the property in its current condition.
- (b) Buyer shall pay all fees and costs associated with this Purchase/Closing and the relocation of said Home.
- (c) Buyer shall relocate the Home as soon as reasonably possible. Buyer is taking the steps, home and electrical box only. Buyer is not responsible for clean up or the condition of the property after removal of the home.

(d) Buyer shall exercise good faith is transferring any and all insurance on

said Home within three (3) after the title has been signed over to Buyer. (SEAL) Seller: Richard Brooks (SEAL) Seller: (SEAL) Buyer: nny Faircloth Page 2 of 3