

# SALES AGREEMENT

CUSTOMER NO.: 4178477

DATE: 5/30/2019

BUYER(S): Kenneth Martin

SSN: \_\_\_\_\_

SSN: \_\_\_\_\_

ADDRESS: 594 Kramer Road Lillington NC 27546

DELIVERY ADDRESS: 594 Kramer Road Lillington NC 27546

TELEPHONE: 910.824.0733

SALES PERSON: Ronnie Edwards

<b>BASE PRICE:</b>	\$	<u>72,591.50</u>
Dealer Prep	\$	_____
<b>SUB-TOTAL</b>	\$	<u>72,591.50</u>
Sales Tax	\$	<u>1,724.05</u>
Title Fees	\$	<u>52.00</u>
_____	\$	_____
Land Price	\$	<u>18,000.00</u>
_____	\$	_____
<b>1. CASH PRICE</b>	\$	<u>92,367.55</u>
Trade Allowance	\$	_____
Less Amount Owed	\$	_____
Trade Equity	\$	_____
Cash Down Payment	\$	<u>1,000.00</u>
Other Payments	\$	<u>7,232.00</u>
<b>2. LESS ALL CREDITS</b>	\$	_____
<b>3. REMAINING BALANCE</b>	\$	<u>84,135.55</u>

Make: TRU Model: Satisfaction  
 Year: N/A Length: N/A Width: N/A Stock #: TBD  
 Serial No.: TBD  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, two sets of wood steps, wire panel box to home, Plumb sewer line up to 20ft. Water line up to 75ft. White vinyl skirting installed.  
**SELLER RESPONSIBILITIES:** Delivery set up and trim out of home. Contractors permits. 2 Loads of dirt and spread around home.

*Add 1500 for Landscaping Item*

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

**BUYER RESPONSIBILITIES:** Zoning and Health permits for county. Lot cleared and ready for home. Sale/Trade/or removal of old home.  
 \*Sales Figures subject to change based on trade or sale of home.  
 Remaining Down payment of \$7232.00

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

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

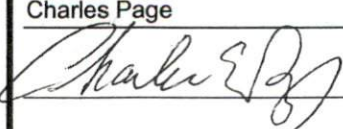
**ESTIMATED MORTGAGE.** Buyer is voluntarily purchasing any insurance products listed below. All numbers are estimated.

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

**A. OTHER CHARGES**

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

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:**  
 X Kenneth Martin 5-30-19  
 (Signature)  
 X \_\_\_\_\_  
 (Signature)  
 X \_\_\_\_\_  
 (Signature)  
 X \_\_\_\_\_  
 (Signature)

*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.

NORTH CAROLINA

HARNETT COUNTY

CONTRACT OF PURCHASE AND SALE

KNOW ALL MEN BY THESE PRESENT, That this Contract, made and entered into this 3 Day of July 2019, by and between Kenneth MARTIN and JAMES W. MARTIN, Married of DECEASED NC, parties of the first part and hereinafter called Seller. JAMES W. MARTIN of Knightdale NC 27545, parties of the second part and hereinafter called "BUYER".

WITNESSETH:

The Seller hereby contracts and agrees to sell to the Buyer, and the Buyer agrees to buy from Seller, at the price and terms herein set forth, that certain lot or parcel of land lying and being in the city of Lillington, HARNETT County, North Carolina, more particularly as follows:

BEING:

\_\_\_\_\_ Book 3242 Page 0165  
\_\_\_\_\_ HARNETT County Registry.

This Contract is not assignable or transferable by Buyer without the prior written consent of the Seller and any violation of this provision will constitute a default, giving Seller the option to declare the entire balance on the Contract due and payable immediately.

The purchase price which the Buyer agrees to pay the Seller for said property is the sum of 18,000.00 dollars (\$ 18,000.00 which said sum shall be paid as follows: EIGHTEENTHousand

\$ .00 cash in hand paid and receipt of which is hereby acknowledged by Seller, leaving a balance of \$ 18,000 due, plus interest at the rate of 0 ( %) per annum date. The balance of principal and interest shall be paid in 1 equal, amortized monthly installments of 18,000 dollars, (\$ \_\_\_\_\_ ) each, beginning N/A, with successive installments on the NA day of each succeeding month thereafter until the entire sum of principal and interest are paid in full.

The Buyer agrees to pay all taxes assessed against said property for the year 2019 and each year thereafter for the term of this Contract, pay for standard fire and liability insurance policy and upon full payment of the purchase price as aforesaid with interest, the Seller shall convey or cause to be conveyed to the Buyer or assigns, by proper

Warranty Deed, the herein above described property, will be free and clear of all liens after the loan is paid in full, except taxes for the year subsequent to the year 2001, which are to be paid by the Buyer or Assigns, and failure of Buyer or Assigns to pay taxes before any penalty shall constitute a breach of this Contract, and action as outlined for default in payments shall be taken by the Seller, but Seller, at his option, may pay the taxes and add the sum of such payments to the balance due of the Contract, and such sum of sums shall bear interest from date of payment by Seller to the date of repayment by Buyer at the rate indicated for interest.

The Buyer agrees to pay the said purchase price and interest of said property as above set out, and it is understood and agreed that time payment is the essence of this Contract and in the event of thirty (30) days' default by Buyer in payment of any one or more installments of said purchase price or interest thereon, or any part thereof, at the option of said Seller or Assigns, exercised at any time during such default, said Seller or Assigns may terminate and cancel this Contract without notice to Buyer, and may enter upon and take possession of said property and premises and all rights of Buyer and Assigns hereunder shall thereupon cease and terminate, and the Buyer and Assigns, if in possession, agree to hold said premises as tenant at will and any and all sums theretofore paid by Buyer and Assigns to Seller and Assigns shall constitute liquidated damages and/or rent for the breach of this Contract, and it is now so agreed between the parties, and shall any proceedings be instituted by Seller or Assigns for the breach of, or to enforce any provision of this Contract, or the deed delivered hereunder, Seller and Assigns agree to pay a reasonable attorney's fee.

All Payments on the purchase price shall be payable without demand to James W Martin, at WAKE NC as per Contract.

It is further understood and agreed that the property herein described has been inspected by Buyer or his/her authorized agent and has been purchased by Buyer solely as a result of such inspection and agreement herein contained, and not by any inducement, representations, agreements, conditions or stipulations by any person whatsoever not fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have each set hands and seals, the day and year first above written.

[Signature] 7/3/2019  
- Seller  
Gennett mti 7-03/2019  
- Seller  
\_\_\_\_\_  
Buyer  
\_\_\_\_\_

Witness Mary Boyd