## CONTRACT TO PURCHASE AND DEPOSIT AGREEMENT

Vision Homes

2965 Gillespie St Fayetteville, NC 28306 910-323-8222

Seller Name:

Address:

Telephone:

|  |   |                    |                         | s: 928 Mar                                   | rks Rd., Cam                            | eron, NC   | 28326           |               |
|--|---|--------------------|-------------------------|--|---|--|-----------------|---------------|
| B BOOMS  | MANUFACTURER CMH Manufacturing Inc. – TRU HALLS                 |                    |                         | MAKE<br>TRU MH - JUBILATION                  |   | TOTAL STREET STR |                 | YEAR<br>2020  |
| 3  | APPROX. SQ.<br>FOOTAGE - 1580                                   | L x W<br>60' X 28' |                         | SERIAL NUMBER – X NEV<br>CLH044264TNAB       |   |  | USED            | COLOR<br>Clay |
| DELIVERED TO COUNTY HARNETT  |   |                    | State NC                | 10.22  |   |  | rson<br>mmons   |               |
| IN   | MAKE N/A  |                    | PAYOFF TO?<br>None      | PAYOFF TO?<br>None                           |   |  |                 |               |
| TRADE  |   |                    | ACCOCUNT                | ACCOCUNT NUMBER:                             |   |  |                 |               |
| FOR:   | SERIAL NUMBER   |                    | YEAR                    | LEN  | NGTH                                    | WIDT   | Н ВЕ            | DRMS.         |
| OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES  2.5 ton Split System Heat Pump Installed; Electrical Meter Base installed on Side of  |   |                    |                         |  | CASH PRICE OF HOME                      |  |                 | \$ 73,612.93  |
|  | ound utilities; Wood Steps po                                   |                    | He of the second second | OPTIONAL EQUIPMENT, LABOR AND<br>ACCESSORIES |   |  | S Included      |               |
| Brick Skirtir  | ng not to Exceed 32" Average                                    |                    |                         | Land Purchase Allov                          |   | wance  | \$              |               |
|  | owards Existing Systems up                                      |                    |                         | , towards                                    |   |  |                 | \$            |
| the systems.   | Permits for the above stated                                    | 1                  | y code.                 |  |   |  |                 | \$            |
|  |   | OTES               |                         |  |   |  |                 | \$            |
| NO VERBAL PROMISES HAVE BEEN MADE, NOR WILL ANY BE HONORED.  |   |                    |                         |  |   |  | SUB-TOTA        |               |
|  | EPARATION IS INCLUDE  |                    |                         |  | 0.1.70                                  |  |                 | \$            |
| DITCH IS INCLUDED IN THIS CONTRACT. NO SEPTIC SYSTEM IS INCLUDED   |   |                    |                         |  | Sales Tax                               |  |                 | \$ 883.88     |
| IN THIS CONTRACT. IF EITHER PARTY HAS ANY QUESTION OR CONCERN THEY MAY CALL, BUT MUST FOLLOW UP EITHER BY TEXT OR EMAIL.   |   |                    |                         |  | Title Fee Homeowner's Ins. Premium Yrs. |  |                 | S 52.00       |
| IIILI WAI  |   | AGREEMENT          | I TEXT OR EMAI          | L.   | Homeown                                 | er 8 ms. 1   | remium11s       | . 3           |
|  | _X_Blocked and Ancho  |                    | le None                 |  |   |  |                 |               |
|  | I   | REMARKS            |                         |  |   |  |                 |               |
| Buyer responsible for all land permits, including but not limited to zoning, septic, tax.  |   |                    |                         |  |   | PRICE  |                 | \$ 74,548.81  |
| Buyer responsible for wrecker/dozer services in the event the home gets stuck on the   |   |                    |                         |  | TRADE-IN                                | ALLOW  | ANCE S          |               |
| property or the easement to the property. Buyer understands that time is NOT of the essense, and that contractors are scheduled for next available on their schedules. |   |                    |                         |  | LESS BAL<br>DUE ON A                    |  | s 0             |               |
| DOWN PAYMENT REQUIRED \$Per Bank   |   |                    |                         |  | NET ALLO                                |  | \$              |               |
| ESTIMATED RATE OF FINANCING Per Bank %   |   |                    |                         |  | Portion of                              | Down Payn  | nent Paid Today | \$ 3,750.00   |
| NUMBER OF YEARS Per Bank   |   |                    |                         |  | 2. LESS TOTAL CREDITS                   |  |                 | 3,750.00      |
| ESTIMATED MONTHLY PAYMENTS SPer Bank   |   |                    |                         |  | 3. UNPAID BALANCE OF CASH<br>SALE PRICE |  |                 | \$ 70,798.81  |
| describ<br>item)   | dersigned Purchaser(s) ed above (the "Home  Manufactured Home ( | "). In that conn   | ection, Purchas         | ser(s) sub                                   | omits here                              | with a (   | _3750.00        |               |

Purchaser(s) agrees that the above deposit shall apply toward the Cash Price of the home indicated above or that my/our deposit funds can be used for any costs involved in the project If Purchaser(s) fails to complete the purchase of the Home and all related documents by

July 5,

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, or otherwise fails to accept delivery of the Home, Purchaser(s) agrees that the above Deposit shall be forfeited by Purchaser(s) and retained by Seller, to the extent permitted by applicable law, as liquidated damages and to be applied toward the satisfaction of the obligation of Purchaser(s) regarding the Home. If Purchaser(s) will obtain a loan to finance this purchase, Purchaser(s) obligation under this Agreement is subject to Purchaser(s) obtaining a loan for the "Unpaid Balance of Cash Sale Price" set forth above, at an annual interest rate not to exceed 7.25 % (fixed rate or initial variable rate).

Purchaser(s) acknowledges and agrees that any and all wheels, axles, and related apparatus and equipment used to transport the Home for delivery to Purchaser(s) are and shall remain at all times the sole property of Vision Homes and are NOT sold to the Purchaser(s).

Purchaser(s) represents to the Seller that, to *the* best of Purchaser(s) knowledge, the lot upon which the Home is to be located is or X is not located in a Special Flood Hazard Area as shown on maps prepared by the U.S. Department of Housing and Urban Development, or in a flood prone area. In the event the Home *is* to be located in a Special Flood Hazard Area as shown on maps prepared by the U.S. Department of Housing and Urban Development, or in a flood prone area, the costs to set up the Home upon delivery may exceed those provided for in this Contract or contemplated by the parties. Purchaser(s) hereby agrees to pay such excess costs in addition to all other amounts provided for herein.

Purchaser(s) acknowledges and agrees that he/she is of statutory age or bas been legally emancipated; that he/she is purchasing the above described insurance voluntarily; that the trade-in described above, if any, is free from all claims, liens and encumbrances, except as noted; and that if any provision of this Agreement is unenforceable, the remaining provisions will be valid.

I UNDERSTAND THAT ANY CHANGE IN THE TERMS OF THIS AGREEMENT BY THE DEALER WILL CANCEL THIS AGREEMENT. I UNDERSTAND THAT I HAVE THE RIGHT TO CANCEL THIS PURCHASE PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE I HAVE SIGNED THIS AGREEMENT. I UNDERSTAND THAT THIS CANCELLATION MUST BE IN WRITING. IF I ATTEMPT TO CANCEL THE PURCHASE AFTER THE THREE-DAY PERIOD, I UNDERSTAND THAT THE DEALER HAS NO OBLIGATION TO REFUND THE ENTIRE AMOUNT OF MY DEPOSIT.

### CONSUMER NOTICE

# AS A BUYER OF A MANUFACTURED HOME, YOU HAVE CERTAIN PROTECTIONS UNDER STATE AND FEDERAL LAW.

- North Carolina law provides you with a one-year warranty from the date of delivery of your new home. If you experience warranty-related issues during this 12-month time period, you should contact the dealer that sold you the home. All issues should be presented in writing.
- Your salesperson and set-up contractor must be licensed and are regulated by the North Carolina Manufactured Housing Board. The Board's duties include addressing consumer complaints.
- As with any purchase, there are certain buyer responsibilities concerning homeowner maintenance. Buyers should carefully review their owner's manual and perform proper home maintenance and care. Alterations or modifications to the home may affect Before altering or modifying your home, consult your dealer.
- You must be provided a copy of the purchase agreement at the time of the deposit and sale.

Initials CHS 85

For Further assistance or to make a consumer complaint, contact:

The Manufactured Building Division of the NC Department of Insurance toll free at:

### 1-800-587-2716

or write to the:

#### MANUFACTURED HOUSING BOARD

North Carolina Department of Insurance Manufactured Building Division 1202 Mail Service Center Raleigh, NC 27699-1202

"The U.S. Department of Housing and Urban Development (HUD) Manufactured Home Dispute Resolution Program is available to resolve disputes among manufacturers, retailer, or installers concerning defects in manufactured homes. Many states also have a consumer assistance or dispute resolution program. For additional information about these programs, see sections titled "Dispute Resolution Process" and "Additional Information" Manufactured Home Dispute Resolution Program: in the Consumer Manual required to be provided to the purchaser(s). These programs are not warranty programs and do not replace the manufacturer's, or any other person's warranty program."

NOTE: The only Consumer Manual that will be provided is provided by the manufacturer.

Not valid unless signed by an authorized representative of Seller. Approval by Seller is subject to acceptance by a bank or finance company, if applicable.

| Seller: Vision Homes  |         |                                 |
|---|---------|---------------------------------|
| By: Cala Enous 20   | Date:   | 06/19/2020                      |
| Purchaser(s) acknowledges receipt of a true copy of this Agunderstands its terms. | greemen | t and that he/she has rea d and |
| Carolyn H. Scott Purchaser Signature 110-64-9716                                  | Date:   | 6/18/2020                       |
| Purchaser Social Security Number  Cugene B. Scott  Purchasers Sign ature          | Date:   | 6/18/2020                       |
| Purchasers Social Security Number   |         |                                 |

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