



**SALES CONTRACT**

**HOME ID #:** 1299888/4315649  
**BUYER(S):** Karen Wood

**PHONE:** 910-916-1893  
**PHONE:**

**MAILING ADDRESS:** 1310 Turlington road Dunn, NC 28334  
**DELIVERY ADDRESS:** 288 Woods Pond Lane, Dunn, NC 28334

**DEALERSHIP NAME:** Vanderbilt Mortgage and Finance  
**ADDRESS:** 500 Alcoa Trail, Maryville, TN 37849  
**PHONE:** 865-380-3000 **SALESPERSON NAME:** Keesha Giles

Transaction

Description of Home

BASE PRICE: \$51,900.00  
OPTIONS/IMPROVEMENTS: + \$10,000.00  
TITLE FEES: + \$TBD  
STATE TAX: + \$TBD  
LOCAL TAX: + \$TBD  
OTHER ( ): + \$  
DEPOSIT: - \$500.00  
DOWN PAYMENT: - \$TBD  
REMAINING BALANCE: \$TBD

Make: OXFORD  
Stock Number: OX8113  
Approx. Year: 2019  
Approx. Length: 76  
Approx. Width: 16  
Serial Number: OHC028113NC

**Seller Responsibilities:**

**Buyer Responsibilities:**

**RIGHT OF RESCISSION/CANCELLATION:** BUYER(S) MAY HAVE THE RIGHT TO CANCEL THIS PURCHASE UNDER FEDERAL OR STATE LAW OR REGULATION. SHOULD BUYER(S) HAVE SUCH A RIGHT IN THIS TRANSACTION, HE/SHE/THEY WILL BE GIVEN A DETAILED EXPLANATION OF THIS RIGHT IN OTHER FORMS/DISCLOSURES AND SUPPLIED WITH ANY NECESSARY FORMS TO EXERCISE IT, SHOULD BUYER(S) CHOOSE TO DO SO.

Buyer(s) agree: (1) that the terms and conditions on pages 2 and 3 are part of this Sales Agreement; (2) to purchase the above-described home including the Contract Options and Improvements listed on page 2; and (3) that he/she/they acknowledge receiving a completed copy of this Sales Agreement signed by Buyer(s) and Seller.

DocuSigned by:  
  
**Buyer:** \_\_\_\_\_  
A1AFD3E4044E45C...

7/23/2020

**Date:** \_\_\_\_\_, 20\_\_

**Buyer:** \_\_\_\_\_

**Date:** \_\_\_\_\_, 20\_\_

DocuSigned by:  
  
**Seller:** Vanderbilt Mortgage and Finance, Inc.

By: \_\_\_\_\_  
1633B9B82A4B4B2...  
**Its:** Manny Garcia - Sales Manager

7/23/2020

**Date:** \_\_\_\_\_, 20\_\_

Vanderbilt Mortgage and Finance, Inc. / Remarketing Department / VMFhomes.com / NMLS # 1561  
PO Box 4398, Maryville, TN 37802 / 500 Alcoa Trail, Maryville, TN 37804  
Phone: 865-380-3000 / Toll Free: 888-810-3541 / Fax: 865-380-3797

**CONTRACT OPTIONS AND IMPROVEMENTS**

<b>Block Foundation</b>	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input checked="" type="checkbox"/> Not Included
<b>Decks</b>	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input checked="" type="checkbox"/> Not Included
<b>Delivery and Installation:</b>	<input type="checkbox"/> Buyer	<input checked="" type="checkbox"/> Seller	<input type="checkbox"/> Not Included
<b>Footers and tie downs</b>	<input type="checkbox"/> Buyer	<input checked="" type="checkbox"/> Seller	<input type="checkbox"/> Not Included
<b>Grade work</b>	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input checked="" type="checkbox"/> Not Included
<b>Hook ups - Air Conditioner</b>	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input checked="" type="checkbox"/> Not Included
<b>Hook ups - Electrical</b>	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input checked="" type="checkbox"/> Not Included
<b>Hook ups - Sewer</b>	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input checked="" type="checkbox"/> Not Included
<b>Hook ups - Water</b>	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input checked="" type="checkbox"/> Not Included
<b>Permits</b>	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input checked="" type="checkbox"/> Not Included
<b>Septic</b>	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input checked="" type="checkbox"/> Not Included
<b>Skirting</b>	<input type="checkbox"/> Buyer	<input checked="" type="checkbox"/> Seller	<input type="checkbox"/> Not Included
<b>Steps</b>	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input checked="" type="checkbox"/> Not Included
<b>Survey</b>	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input checked="" type="checkbox"/> Not Included
<b>Trim Out</b>	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input checked="" type="checkbox"/> Not Included
<b>Well</b>	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input checked="" type="checkbox"/> Not Included
<b>Other Items:</b>			
HVAC & Install	<input type="checkbox"/> Buyer	<input checked="" type="checkbox"/> Seller	<input type="checkbox"/> Not Included
	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input checked="" type="checkbox"/> Not Included
	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input checked="" type="checkbox"/> Not Included

**ADDITIONAL TERMS AND CONDITIONS**

**1. APPLICABILITY.** The terms and conditions stated herein are in addition to any provisions of the sale of the home by Seller to Buyer (which may include a manufactured home or a modular home) stated on the front of this Sales Agreement. Unless specifically modified by written amendment to this Sales Agreement, the terms and conditions stated herein control this sale.

**2. SELLER RESPONSIBILITIES.** If delivery and installation are included in the purchase price Buyer agrees: (1) 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. PAYMENT.** Buyer agrees to send certified funds to Seller upon receipt of the Sales Agreement. Seller agrees to release the Home's title work to Buyer after receipt of payment in full and signed Sales Agreement. Titles are not released until the required hold time has expired. The required hold time is as follows: Personal or Company check – title(s) held 21 business days (days other than Saturdays, Sundays and federal holidays), Certified funds – title(s) held 10 business days, Wire – title(s) processed 1-3 business days. Please allow 7-10 business days for delivery.

**4. DEPOSIT.** THE HOME WILL REMAIN AVAILABLE FOR SALE TO PROSPECTIVE BUYERS DURING THE APPLICABLE HOLD TIME UNLESS BUYER HAS PAID A DEPOSIT OR THE TOTAL AMOUNT IN FULL. **IF A DEPOSIT IS MADE TO SELLER, THE BALANCE DUE MUST BE PAID IN FULL BY Aug 10, 2020, OR THIS AGREEMENT BECOMES NULL AND VOID.** IN THE EVENT BUYER FAILS TO PAY THE TOTAL AMOUNT OF THE PURCHASE PRICE DUE BY THIS DATE, BUYER WILL BE IN DEFAULT, ENTITLING SELLER TO TERMINATE THIS AGREEMENT AND TO RETAIN AS LIQUIDATED DAMAGES ANY DEPOSIT BUYER HAS PAID, IT BEING DIFFICULT TO ESTIMATE NOW OR THEN THE ACTUAL DAMAGES SELLER WOULD INCUR. THE PARTIES INTEND FOR SELLER'S RETENTION OF THE DEPOSIT TO SERVE AS COMPENSATION FOR ITS LOSSES ON ACCOUNT OF BUYER'S BREACH AND NOT AS PUNISHMENT FOR ANY SUCH BREACH.

Vanderbilt Mortgage and Finance, Inc. / Remarketing Department / VMFhomes.com / NMLS # 1561  
 PO Box 4398, Maryville, TN 37802 / 500 Alcoa Trail, Maryville, TN 37804  
 Phone: 865-380-3000 / Toll Free: 888-810-3541 / Fax: 865-380-3797

**5. WARRANTIES AND INSPECTION.** WITH RESPECT TO THE HOME, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, (A) WHICH EXTEND BEYOND THE DESCRIPTION OF THE HOME, (B) AS TO MERCHANTABILITY OR (C) AS TO FITNESS FOR A PARTICULAR PURPOSE (PROVIDED THAT SELLER WARRANTS THE HOME TO BE HABITABLE IF SUCH WARRANTY IS REQUIRED UNDER APPLICABLE LAW, AS HABITABILITY MAY BE DEFINED BY SUCH LAW).

WITH RESPECT TO APPLIANCES OR EQUIPMENT IN OR ASSOCIATED WITH THE HOME, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, (A) WHICH EXTEND BEYOND THE EXISTENCE OF SUCH APPLIANCES AND EQUIPMENT AS SHOWN ON PAGE 1, (B) AS TO MERCHANTABILITY OR (C) AS TO FITNESS FOR A PARTICULAR PURPOSE.

FURTHER, SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO WHETHER THERE IS ANY WARRANTY COVERAGE BY ANY MANUFACTURER OF THE HOME OR THE APPLIANCES OR EQUIPMENT.

BUYER HAS EXAMINED OR HAD THE OPPORTUNITY TO EXAMINE THE HOME AND ANY APPLIANCES OR EQUIPMENT IN OR ASSOCIATED WITH THE HOME AND ACCEPTS THE HOME AND ANY SUCH APPLIANCES AND EQUIPMENT IN THEIR PRESENT CONDITION AND ACKNOWLEDGES THAT IT IS BUYING THE HOME AND ANY SUCH APPLIANCES AND EQUIPMENT ON AN "AS IS, WHERE IS" BASIS.

**6. 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.

**7. TELEPHONE NUMBERS.** Buyer(s) authorize Seller and any of its assignees to make telephone calls or send text messages to any telephone number provided by Buyer(s) in this Sales Agreement or otherwise.

**8. 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, including any addendum hereto.

**9. IDENTIFICATION.** Buyer agrees to provide identification documents acceptable to Seller. Such proof of identification is required for Seller to comply with laws administered by the United State Department of Treasury, Office of Foreign Assets Control.

**10. COMPLETE AGREEMENT.** This Sales Agreement, including any addendum hereto, establishes the complete agreement between Buyer and Seller and there are no other agreements or understandings between the parties hereto. This Sales Agreement supersedes any prior, signed sales agreements and may only be modified by written agreement of the parties hereto.

Vanderbilt Mortgage and Finance, Inc. / Remarketing Department / VMFhomes.com / NMLS # 1561  
PO Box 4398, Maryville, TN 37802 / 500 Alcoa Trail, Maryville, TN 37804  
Phone: 865-380-3000 / Toll Free: 888-810-3541 / Fax: 865-380-3797



PO Box 9800  
Maryville, TN 37802

RETURN SERVICE REQUESTED

## Check and Wire Instructions

### If sending a CHECK, send to the following:

*Vanderbilt Mortgage and Finance, Inc.  
Attn: Loan Restructuring  
508 Alcoa Trail  
Maryville, TN 37804*

Anything over \$500 must be certified funds.  
Please include your Application ID Number with the check.

### If sending a WIRE, send to the following:

TO: SUNTRUST BANK  
7610 Gleason Drive  
Knoxville TN 37919

ACCOUNT NAME: VANDERBILT MORTGAGE AND FINANCE, INC  
ACCOUNT NUMBER: 5752280  
ABA #061000104  
ATTN: Loan Restructuring – Samantha Smith  
**APP Name: Wood App# 4315649**

Please include your name and application ID number in the wire information.

- *If you bank with Suntrust Bank please do not deposit into the account. It interferes with bookkeeping. Please get a cashier's check and overnight to:  
**Vanderbilt Mortgage and Finance, Inc.  
Attn: Loan Restructuring  
508 Alcoa Trail  
Maryville, TN 37804***
- *If you bank with Bank of America, please make sure that you do a "SAME DAY" wire.*

If you have any questions, please call 800-239-1578

**The following notices are required by Federal law:** 1. This is an attempt by a debt collector to collect a debt and any information obtained will be used for that purpose. 2. To the extent your original obligation was discharged, or subject to an automatic stay under the bankruptcy code, this statement is for informational purposes only and is not an attempt to collect a debt or impose personal liability for a debt.

## Certificate Of Completion

Envelope Id: 4AE705A275214798BDB546460FF216C9	Status: Completed
Subject: Please DocuSign: 4315649 - Wood, Karen-Contract with options.pdf, LRD Wiring Instructions.doc	
Source Envelope:	
Document Pages: 4	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Vanderbilt Remarketing
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	500 Alcoa Trail
	Maryville, TN 37804
	rmkdocusign@vmf.com
	IP Address: 73.113.25.230


## Record Tracking

Status: Original 7/23/2020 4:49:52 PM	Holder: Vanderbilt Remarketing rmkdocusign@vmf.com	Location: DocuSign
--	---	--------------------

## Signer Events

Karen Wood  
karen.wood.95@gmail.com  
Security Level: Email, Account Authentication (None), Access Code

## Signature

DocuSigned by:  
  
A1AFD3E4044E45C...

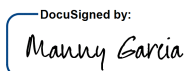
Signature Adoption: Drawn on Device  
Using IP Address: 174.247.0.115  
Signed using mobile

## Timestamp

Sent: 7/23/2020 4:55:45 PM  
Viewed: 7/23/2020 4:59:44 PM  
Signed: 7/23/2020 5:02:47 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 7/23/2020 4:59:44 PM  
ID: d4a1ca56-a3f7-4e58-9fca-5243dec8f37a

Manny Garcia  
Manny.Garcia@vmf.com  
Security Level: Email, Account Authentication (None), Access Code

DocuSigned by:  
  
1633B9B82A4B4B2...

Signature Adoption: Pre-selected Style  
Using IP Address: 216.77.95.60

Sent: 7/23/2020 5:02:49 PM  
Viewed: 7/23/2020 5:04:24 PM  
Signed: 7/23/2020 5:05:18 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 7/23/2020 5:04:24 PM  
ID: dd6a4650-7034-497d-aace-f320bc7776c1

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Chip Roche  
Chip.Roche@vmf.com  
Asset Manager

**COPIED**

Sent: 7/23/2020 5:05:19 PM

Vanderbilt Mortgage and Finance, Inc.

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Jill Hart jill.hart@vmf.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 7/23/2020 5:05:20 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/23/2020 5:05:20 PM
Certified Delivered	Security Checked	7/23/2020 5:05:20 PM
Signing Complete	Security Checked	7/23/2020 5:05:20 PM
Completed	Security Checked	7/23/2020 5:05:20 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

Notice & Consent To Electronic

NMLS #1561

Communications Agreement - 2644 (July 2017)

### **NOTICE & AGREEMENT TO TRANSACT BUSINESS ELECTRONICALLY**

We want to transact business with you electronically because we believe it will be simpler and faster for you and us. By accepting this Notice And Agreement To Transact Business Electronically (the "Agreement"), the terms of which are more fully explained below, you are agreeing to transact business with us electronically. This includes you agreeing to let us provide communications, lending and sales documents, and insurance documents to you via electronic means. It also includes you agreeing to use electronic signatures and electronic acknowledgments for the lending, sales, and insurance documents we provide to you. You are not required to transact business with us electronically. If you decide now or in the future that you do not want to transact business with us electronically, you must call our Credit Services personnel at 1-866-701-0467. Withdrawing your consent to transact business with us electronically after having granted it will not affect the enforceability of any Communications or Lending, Sales, and Insurance Documents we have already provided to you electronically. Declining to transact business with us electronically may result in transacting business with us via paper and other traditional means or, as permitted by law, termination of the business transaction.

### **IMPORTANT DEFINITIONS**

"We", "us", and "our" means Vanderbilt Mortgage and Finance, Inc. ("VMF"), CMH Homes, Inc., CMH Homes, Inc. of Kentucky, and Home First Agency, Inc. "Communication" means any information delivered by us to you regarding any loan from us to you, your account with us, the services and products we offer, and any loans, accounts, services, or products that may be available to you in the future. "Lending, Sales, and Insurance Documents" means any agreements, disclosures, notices, or other documents that we provide to you in accordance with applicable law and/or in connection with any loan from us to you or in connection with any sale by us to you, including insurance. "Electronic means" means e-mail, our websites, text message, or other similar widely-used form of communicating electronically. "Electronic signature" or "electronic acknowledgment" means symbols or other data in digital form attached to an electronically transmitted document as verification of a party's intent to sign the document or acknowledge having received the document.

### **SCOPE**

This Agreement applies to all Communications made available to you via electronic means. This Agreement also applies to all Lending, Sales, and Insurance Documents for which your electronic acknowledgment and/or electronic signature is required.

### **TRANSACTING BUSINESS ELECTRONICALLY**

By accepting this Agreement, you agree that we may, but are not obligated to, provide Communications and Lending, Sales, and Insurance Documents to you via electronic means. By accepting this Agreement, you also agree that you will use electronic signatures and electronic acknowledgments as required by the Lending, Sales, and Insurance Documents.

In addition, by accepting this Agreement, you acknowledge that:

- You have received this Agreement and have read and understood it.
- You are able to electronically access and electronically retain the Communications and

Lending, Sales, and Insurance Documents provided to you.

### **REQUESTING PAPER COPIES**

If we are required by law to provide a Communication or Lending, Sales, and Insurance Document to you in writing, we will provide a paper copy to you upon request at no additional cost. To make such a request, please call 1-866-701-0467. We will not treat your request for a paper copy as you declining to transact business with us electronically unless, in addition to requesting a paper copy, you expressly and clearly state that you decline to further transact business with us electronically.

### **SYSTEM REQUIREMENTS**

To successfully transact business with us electronically, we recommend that you use the following operating systems, Internet browsers, and other software:

- A personal computer capable of accessing the Internet and sending and receiving e-mail.
- A printer capable of printing copies of website information, Lending, Sales, and Insurance Documents, and Communications for your records.
- Microsoft Windows 7 or later versions, iOS 9 or later, Android 5 or later, or Apple Mac OS X Leopard (10.5) or later versions.
- An Internet browser that supports 128-bit encryption.

Our resources are best experienced with any of the following:

- Microsoft Internet Explorer 11.0 or later versions
- Mozilla Firefox 52 or later versions
- Apple Safari 10 or later versions
- Google Chrome 53 or later versions
- Adobe Reader 9.5 or later versions or Adobe compatible software, so you can view Adobe PDF files. A free copy of a PDF reader is available at the following web address:  
<http://get.adobe.com/reader/>.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain Communications and Lending, Sales, and Insurance Documents electronically or use electronic signatures and electronic acknowledgments as required, we will notify you of such changes and give you the opportunity to withdraw your consent to transact business with us electronically. Continuing to transact business with us electronically as described herein after receiving notice of the change is reaffirmation of your agreement to transact business with us electronically.

### **MAINTAINING CURRENT CONTACT INFORMATION**

You must maintain your current contact information with us, including your current e-mail address, mailing address, and telephone number. Only you may change your contact information. If you need to update your contact information, please access your VMF online account at [vmf.com](http://vmf.com) or call 1-866-701-0467.

### **CHANGES TO THIS AGREEMENT**

We reserve the right to change the terms of this Agreement. If we make material changes to the terms of this Agreement, we will notify you by sending a notice to the e-mail address and/or mailing address associated with you in our records or by presenting a notice of the changes when you access your VMF online account. However, if a change is necessary in order to protect the security of our or our customers' information, we reserve the right to make immediate changes without prior notice. We will notify you of such changes as soon as is reasonably possible after making such changes. We always reserve the right to waive or vary the terms of this Agreement on an individual basis.



If we give you advance notice of a change in the terms of this Agreement, you may accept the change by signing the updated Agreement and continuing to transact business with us electronically as contemplated by this Agreement, or you may decline to accept the change by declining to sign the updated Agreement, which will have the effect of terminating this Agreement but will not have the effect of terminating any transaction into which you and we have entered.

Notice & Consent To Electronic

NMLS #1561

Communications Agreement - 2644 (July 2017)