

Delivery Addre	ss: 1404 Nursery	Rd. Lillington,	NC 27546			Date: 05/29/20
Home Info				Pricing		
л <sub>аке:</sub> Rocky	vell Mo	<sub>del:</sub> Clearwate	r	Home Price	\$	268,210.00
erial#: RSO	Sto	ck#:_TBD		***************************************	\$	
/				Land	> \$	70,000
ength: 10		lth: <u>32</u>		State/Local Tax	\$	6,790.
New	☐ Used ☐ D	isplay 🔲 Ord	ler .	Total Package Price		345,000
Trade Info				Trade Allowance	4	
/lake·	Mo	del·		Less Amount Owed		
				Trade Equity	_	·
ear:	Size	:		Cash Down Payment	\$	2,500
ay off:	Paic	l by: 🔲 Buyer 📋	Seller I	ess All Credits	\$	
ondition:	☐ Good ☐ F	air 🔲 Po	or	Remaining Balance	\$	342,500
		5,7 %	Responsibilit			
eller Responsi	bilities: Delivery, S	et-up, vapor ba	rrier, footers,	Brick skirting, conne	ct to curre	nt working well,
connect to co	urrent septic syste	m, gutters, clea	ring for home	/drive area, electrica	l, plumbin	g
uyer Respons	ibilities: Closing c	ost and down p	ayment			
ptions: Heat	t pump, front stai	rs 6x6 wood w	ith wood rail	s 4x5 back wood p	patio with	wood rails
		كبيج الرورية	Acknowledgn	nent		rijen e p
Location	Type of Insulation	Thickness	R-Value			is purchase before midnight
loors	Fiberglass	7.0	R22	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 purchas 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 to the terms of the purchase agreement by the dealer will cance this agreement, estimated rate of financing #, number of years and estimate monthly payments.		
xterior	Fiberglass	3.5	R18			
Ceilings	Flberglass	11.01	R38			
	mation was furnished by the N the Federal Trade Commission			May not meet local codes a Manufactured Home Stand		w homes meet Federal
yer(s) agree: (1) that	the terms and conditions on p	age two are part of this ag	greement; (2) to purch	ase the above home including the greement; and (5) that there are no	options; (3) that to	they acknowledge receiving a

6/26/2025

Date:

NC Sales Agreement -2942 - 9/2019 - Slsagr11014

Brandon Branch

Buyer/Co-buyer:

## **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 the agreement. Unless specifically modified by written amendment to 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 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 Buyer will complete the transaction by paying the full purchase price and related fees and charges in cash or by obtaining a loan or other financing arrangement from the lender selected by Buyer. After the three-day cancellation period expires, 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, court costs, and any construction costs incurred in connection with the sale to the extent permitted by applicable law. Nothing in this Sales Agreement shall preclude Seller from electing to pursue any other remedies available to Seller.
- 4. FINANCED PURCHASE. If Buyer does not complete the purchase as a cash transaction, Buyer will enter into a loan or other financing arrangement with a lender selected by Buyer 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. <u>INSPECTION.</u> Buyer has examined the home and items related to the purchase and found it acceptable for Buyer's particular needs. Buyer's own judgment 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. <u>CHANGES BY MANUFACTURER</u>. Buyer agrees that the manufacturer of the home may make any changes in the model, designs, or any accessories and parts from time to time, and at any time. If the manufacturer makes changes, neither Seller nor the manufacturer are obligated to make the same changes in the unit covered by this Sales Agreement either before or after it is delivered.
- 7. LIMITATION OF DAMAGES. If any warranty is limited to repair or replacement and such warranty fails because attempts at repair are not completed within a reasonable time or the warrantor(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 no event, will the Seller be liable to the Buyer(s) for any incidental or consequential damages. Buyer(s) also agree(s) that once the unit has been accepted, even though a warranty does not accomplish its purpose, 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 (1) 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, items sold with the home or its contents which have been provided by the manufacturer of the home, items sold with the home or any of its contents. Seller will provide Buyer copies of any and all written warranties provided by the manufacturer.
- 9 <u>MEASUREMENTS.</u> 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.
- 10. <u>ORAL REPRESENTATIONS.</u> 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 addenda, and the Retailer Closing Agreement.
- 11. COMPLETE AGREEMENT. This Sales Agreement, including any addenda, the Retailer Closing Agreement, and any arbitration agreement establish 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.



**Certificate Of Completion** 

Envelope Id: AB146EE1-1204-409C-B3F5-D16961252A1E

Subject: Complete with Docusign: NEW SALES AGREEMENT Brandon Branch adjustment,pdf

Source Envelope:

Document Pages: 2

Certificate Pages: 4

AutoNav: Enabled Envelopeld Stamping: Enabled

Time Zener (LTC 05-00) Feeters 3

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:

Tina Mancini

5000 Clayton Rd

Maryville, TN 37804

Tina.Mancini@ClaytonHomes.com

IP Address: 75.183.226.240

**Record Tracking** 

Status: Original

6/26/2025 4:10:44 PM

Holder: Tina Mancini

Tina.Mancini@ClaytonHomes.com

Location: DocuSign

6/26/2025 4:22:27 PM

Signer Events

Brandon Branch bbranch1124@gmail.com

Security Level: Email, Account Authentication

(None), Access Code

Completed

Signature

Signatures: 1

Initials: 0

Brandon Branch

Signature Adoption: Pre-selected Style

Using IP Address: 166.196.89.130

Signed using mobile

Timestamp

Sent: 6/26/2025 4:16:06 PM

Viewed: 6/26/2025 4:21:29 PM Signed: 6/26/2025 4:22:27 PM

**Electronic Record and Signature Disclosure:** 

Accepted: 6/26/2025 4:21:29 PM

In Person Signer Events

ID: 058ba1f1-24a0-4c7f-b4f2-7df6a22f3529

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

Witness Events Signature Timestamp

Notary Events Signature Timestamp

Envelope Summary Events Status Timestamps

 Envelope Sent
 Hashed/Encrypted
 6/26/2025 4:16:06 PM

 Certified Delivered
 Security Checked
 6/26/2025 4:21:29 PM

 Signing Complete
 Security Checked
 6/26/2025 4:22:27 PM

Payment Events Status Timestamps

Security Checked

**Electronic Record and Signature Disclosure** 

#### TRANSACTING BUSINESS ELECTRONICALLY

By accepting this Agreement, you agree that we may, but are not obligated to, provide Communications and Transaction 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 Transaction 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 Transaction Documents provided to you.

## **REQUESTING PAPER COPIES**

If we are required by law to provide a Communication or Transaction 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 1-855-579-5145. 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 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 Transaction 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 work with your home consultant with your local home center.

# 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 any online account you have with us. 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 Communications Agreement - 3061

# 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 documents, sales documents, insurance documents, and other transaction and account-related 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 processing team at 1-855-579-5145. Withdrawing your consent to transact business with us electronically after having granted it will not affect the enforceability of any Communications or Transaction 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 CMH Homes, Inc. 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.

"Transaction 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, including any documents related to an account you have with us, 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 Transaction Documents for which your electronic acknowledgment and/or electronic signature is required.