

# Home Buyer's Survival Kit

This Kit has been compiled to help you make a well informed home purchase decision. The information, forms, guides, and recommendations included in this kit have been gathered from sources that we believe to be reliable. However, NOTHING IN THIS KIT SHOULD BE CONSTRUED AS PROFESSIONAL, LEGAL, OR FINANCIAL ADVICE. The purchase of a home is one of the most important and complex decisions you will make. We highly recommend that you seek appropriate professional advice prior to making any home purchase.



## Eight Common and Costly Mistakes That Most Buyers Make (And How You Can Avoid Them)

- 1. **Negotiating on the price of the home only.** Some sellers may take less than the asking price of the home, but not all of them will. It's important for you to understand the seller's priorities. If the price isn't negotiable, what about repairs? Perhaps offering a more convenient closing date will help them make concessions in other areas. The more you know about the seller's priorities, the more you'll be able to work with them to achieve yours. Be creative! Here are some elements to a purchase that you might want to put on the negotiating table:
  - Amount of Earnest Money with the offer
  - Closing and possession dates
  - Proration of taxes, utilities, and rents
  - Payment of inspections or other fees
  - Payment of other closing costs
  - Personal property to be included in the sale
- 2. Acting too eager to buy. It is important to let the seller know that you are motivated, but you don't want the seller to know that you are too eager and willing to do anything to get the house. This starts even before you make an offer. The first time you see a house, you might immediately know that "this is the one!" That's fine, but don't telegraph that information to the seller. Don't let the seller see you get excited. Calmly ask questions, take some notes, and say as little as possible.
- 3. Not making sure the Sellers know you are serious and qualified. Sellers generally do not accept offers and remove their home from the market when they do not believe the buyer is serious and able to go through with the transaction. You're offer is much more likely to be accepted when the sellers know you are serious about buying their home. A large earnest money deposit submitted with the offer is the first thing they will look at. The next thing they will look at are the contingencies in your offer. Most offers do and should contain some contingencies (see #5), but there should be as few as possible and none of them should lead the seller to think you're just trying to leave yourself a way out if you simply change your mind. Making sure the sellers know that you are already pre-qualified for a

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loan is also very important (see #6).

- 4. Losing a great deal by hesitating. The extreme opposite of Costly Mistake #3 is not acting quickly when you really do find a great deal. Great deals do not stay on the market very long. Assuming you've done your homework and understand the home values in your market, when you find a truly great deal jump on it! You will still not want to pay full price or make a high initial offer, but you will want to enter into intensive, and high speed negotiations to insure that it doesn't slip through your fingers. If you fail to act quickly enough don't despair see mistake #3.
- 5. **Making a non-contingent offer.** Avoid making a non-contingent offer if you can. A contingent offer is simply an offer where certain conditions must be met before you will complete the sale. Most offers should be conditional or contingent upon a thorough inspection to make sure the home is in good shape, a professional appraisal, and favorable financing. If not, you may lose your deposit if you later discover a problem and want to back out of the sale. Think about potential issues or problems that might prevent you from wanting to close the sale and make sure to put those contingencies in your offer.
- 6. Not pre-qualifying for a loan. When you begin negotiating with a seller it's important that you do so from a position of strength. Remember, for every serious buyer, the seller has had to waste a lot of time with tire kickers and looky-lou's. You want the seller to know you're a serious buyer and one of the best ways to do that is to show him that you have been approved for financing. The #1 reason that a sale falls apart is because the buyer can't get a loan. You're far more likely to get a great deal if the seller knows that financing won't be a problem. In fact, if YOU don't know that you can get financing (or for how much) why are you even looking for a home? Knowing how much financing you'll qualify for is as important to you as it is to the seller. If you would like to know how large a loan you qualify for, you can have several lenders evaluate your credit and give you a quote by going to http://finance.mhvillage.com.
- 7. Not understanding the local housing market dynamics. Do you know what's happening right now in the housing market where you want to buy your home? If you don't, it's like buying a home blindfolded with one arm tied behind your back. You must do your homework. What are other similar homes listed for? How much have other similar homes recently sold for? What's the average size, price, etc. of a mobile home in this market? One of the best places to get that hard-to-find market information is a "Home Value Analysis"



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from MHVillage. In fact, you may have even received this guide when you purchased one. The question is, "Have you studied it to know how the home you're interested in compares to the ones that have recently sold?" There is no substitute for doing your homework if you want to get a great deal. Make sure you click on the "Check Value" link on every MHVillage listing to get a Home Value Analysis Report on any home you're seriously considering.

8. Not retaining a professional to help you through the home buying process. If you're not working with a professional (a R/E agent or mobile home broker, etc.) you need an attorney. In many cases you should have an attorney even if you are working with a professional. Your home will probably be the largest investment you make. Trying to save a few hundred bucks by not retaining the proper professionals is "penny wise and pound foolish." Nothing we've said in this short article or any of the other material available from MHVillage should be construed as legal or financial advice. It's not. We are neither attorneys nor financial counselors. Make sure you get professional legal and financial advice before making the biggest purchase of your life.



# The Smart Buyer's Guide to Low Cost Financing

Whether you are buying, selling, or refinancing a manufactured home, choosing the right loan can be tricky. But like most things, the more you know, the better prepared you will be.

# First of all, to get the best possible loan you should understand where the money comes from.

Many mobile home loans are written by one of six national loan companies that specialize in mobile home financing. In addition to these national lenders, many mobile home loans are provided by small regional lenders. Depending on your situation, your best loan could come from either of these sources. Also, your local bank or credit union might even be willing to finance your home. Even if your bank normally does not do this type of loan, they may make an exception if you are a long-time customer. The bottom line is to do your homework and check out several possible sources to get your best loan.

#### Next, the loan type is another very important factor.

Your loan will fall into one of three categories: conforming, non-conforming, or chattel. Conforming loans typically have the best interest rate, but they also have the most stringent requirements. These requirements include that your home is affixed to an approved foundation on land that you own. If you cannot meet these stringent requirements, it may be possible to combine the loan for the land and home as a non conforming loan. If you do not own the land on which your home is sited, your only option will be a Chattel loan.

#### There are two additional factors that are important.

The first is the amount of your down payment: 20% or more is best. You can often get a loan without such a large down payment, but your terms may be less advantageous. The larger your down payment, the lower your monthly payments. Therefore you will be able to qualify for a more expensive home. Also, the larger your down payment the lower your potential interest rate, which also makes for a better, less expensive loan.

The second is your credit score. Almost every lender, no matter how big or small, bases its decision at least in part on your credit score. Make sure you know your score before you apply for a loan, and if it's low, make sure you work to improve it before you apply for a loan. To quickly view your credit score, click on the "Credit Score" link at the top left position of our finance page at http://finance.mhvillage.com.

#### And finally...

MHVillage can help you in your search for a great loan, and we can help you determine and improve your credit score. By going to our Finance page at <u>http://finance.mhvillage.com</u> you will be connected to several lenders who will compete for your loan. Also on that page is a link that will allow you to find out your FICO credit score and then give you help and advice on how to improve or repair it if necessary.



## **Protect Yourself with the Best Insurance For Less**

OK, so you need insurance for your manufactured home. Maybe your lender is requiring it, or perhaps you need some protection in case of accidental loss. In any case, you want two things: 1) The right coverage, and 2) The least expensive policy. The question is how to accomplish those goals.

Insuring a mobile home is more difficult than insuring a site built home. Fewer insurance companies offer this type of insurance, and some of the well known home insurers don't understand the unique requirements of a manufactured home insurance policy.

A lot of people just call a couple of insurance companies, ask for quotes, and make an uninformed decision. Unfortunately, all insurance policies are not equal. Coverage and benefits will vary substantially from policy to policy and from company to company. You need a policy designed specifically for mobile homes that protects your family, your home, and your possessions.

There is no one company that always offers the best coverage at the best price. Depending on the age, size, and make of your home, the best policy could come from different companies. Also, the location (city and state) of your home as well as the mobile home park it's in will affect the price. That's why it's important to get quotes from multiple sources.

Your first stop should be the insurance company that currently insures your automobile, apartment, or house. Some RV and motorcycle insurance companies also insure mobile homes. If you own one of those check with them as well. In all these cases, be aware that the company you get your other insurance from may not be an expert in mobile homes and may not offer the best policy or the least expensive prices.

Once you've got those quotes (or while you're getting them) make sure to have the three industry leading insurers of mobile homes give you a quote as well. The easiest way to do that is to fill out the insurance request form at our partners <u>www.mobile-home-insurance-online.com</u>. They represent the large, national mobile home insurance specialists, and can check multiple options and advise you on which policy would be best for your situation. With over twenty years of experience in mobile home insurance, you'll find them to be very responsive and easy to work with. No high pressured sales tactics, just the best insurance quotes in the industry.

Finally, always remember that it's far more important to get the right coverage rather than the rock bottom lowest price. You'll be sorry you didn't if you ever have a major claim and find out that you're not covered! A few extra bucks a month is a small price to pay for peace of mind.

# **EZ Monthly Housing Cost Calculator**

		-	-	-	-														
Interest Rate	6.0%	6.5%	7.0%	7.5%	8.0%	8.5%	9.0%	9.5%	10.0%	10.5%	11.0%	11.5%	12.0%	12.5%	13.0%	13.5%	14.0%	14.5%	15.0%
30 Yr Loan	6.00	6.32	6.65	6.99	7.34	7.69	8.05	8.41	8.78	9.15	9.52	9.90	10.29	10.67	11.06	11.45	11.85	12.25	12.64
25 Yr Loan	6.44	6.67	7.06	7.39	7.72	8.05	8.39	8.74	9.09	9.44	9.80	10.16	10.53	10.90	11.28	11.66	12.04	12.42	12.81
20 Yr Loan	7.16	7.45	7.75	8.06	8.36	8.68	9.00	9.32	9.65	9.98	10.32	10.66	11.01	11.36	11.72	12.07	12.44	12.80	13.17
15 Yr Loan	8.43	8.71	8.98	9.27	9.56	9.85	10.14	10.44	10.75	11.05	11.37	11.68	12.00	12.33	12.65	12.98	13.32	13.66	14.00

#### Monthly Mortgage Payment Factor Table (Fixed Interest Rate)

1.	\$ Enter Selling Price of Home (include sales tax and any other fees, hook-ups, setup, etc.)
2.	\$ Enter amount of Down Payment
3.	\$ Amount to be Financed (Subtract Line 2 from Line 1)
4.	\$ Divide line 3 by 1000
5.	\$ Enter Payment Factor from Table Above (for example, if you were getting a 20 year loan at 10.50%, you would enter 9.98)
6.	\$ <b>Approximate Monthly Loan Payment</b> (Multiply line 4 by line 5)
7.	\$ Enter Community Site Monthly Rental Amount
8.	\$ Enter Estimated Monthly Utilities (Gas, Elect., Water, etc.)
9.	\$ <b>Estimated Monthly Housing Cost</b> (Add Lines 6, 7, and 8)

# **Manufactured Home Buyer's Inspection Checklist**

1)	Manufacturer's name		
2)	Model name		
3)	Date of manufacture		
4)	Actual Size (width x length)		
5)	Is the home built to HUD standards?	O Yes	O No
6)	Has the home passed the community's resale inspection?	O Yes	O No
7)	Is the home located in a federally designated Flood Hazard area?	O Yes	O No
8)	Is the home a "good fit" with the other homes in the community?	O Yes	O No
9)	Any evidence of standing water underneath or near the home?	O Yes	O No
10)	Does the home have tie-downs and axles?	O Yes	O No
11)	Any evidence of animals underneath the home?	O Yes	O No
12)	Is the home properly blocked and leveled?	O Yes	O No
13)	Is there any evidence of water stains on the ceilings?	O Yes	O No
14)	Any cracks in the ceiling?	O Yes	O No
15)	Is the floor solid around the bathtubs, toilets, and hot water heater?	O Yes	O No
16)	Any water damage below the kitchen and bathroom sinks?	O Yes	O No
17)	Are the appliances working and included in the bill of sale?	O Yes	O No
18)	Do the windows close properly and maintain a tight seal?	O Yes	O No
19)	Have the furnace and air conditioner been serviced recently?	O Yes	O No
20)	Are the decks, storage sheds, and steps included in the sale?	O Yes	O No



## **Buyer's Checklist Tips**

(Use With Inspection Checklist)

- 1-3) It's always a good idea to confirm the home's Manufacturer, Model Name, and Date of Manufacture before you purchase. Many banks and insurance companies require all of the purchase paperwork to exactly match the state records concerning the home. You can typically verify this information by locating the manufacturer's data plate which is a sheet of paper glued to the inside of a closet or cabinet door. Also be aware that the Year of Manufacture may differ from the Model Year of the home.
- 4) The size of the home should be verified with a tape measure because many documents containing the dimensions of the home include roof overhangs and a 4' trailer hitch. Your actual square footage may be smaller than you think.
- 5) All homes built on or after June 15, 1976 are required to meet federal HUD construction guidelines. These homes are required to have a small red metal tag affixed to the exterior of each home section. Technically, if a label is missing or if the home has been modified without the proper permits and inspections the home cannot be offered for sale.
- 6) Many communities require a resale inspection before they will approve the home for sale.
- 7) Flood Insurance will be required if the home is located in a Flood Hazard Area.
- 8) Homes tend to hold their value better when they are located in communities of similar homes. Homes which are much newer, nicer, or larger than neighboring homes may lose value due to the neighborhood. Homes which are much smaller, older, or run down may be deemed obsolete and have a tough time selling.
- 9) Good drainage away from the home will prevent water and moisture damage to the underside of the home. Standing water underneath the home can cause serious structural and health problems if not corrected.
- 10) Tie downs are metal straps or chains which "anchor" the home to the ground to prevent catastrophic damage in the event of high winds. Axles will be required if you (or subsequent buyers) need to move the home at some point in time. New tires will most likely need to be rented or purchased at that time as well.
- 11) Look for holes underneath the skirting or gaps in the skirting which would allow access to animals. Animals like to chew away the underside insulation which causes moisture damage and possible infestation.
- 12) Every home should be re-leveled periodically by a professional installer. The home's structural supports will sag and sink into the ground over time which will cause structural problems with the home including cracked ceilings, binding doors, and gapping between ceiling and wall panels. Look for these signs to see if the home needs to be re-leveled.

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- 13) Water stains on the ceiling are a good indicator of a past or present water leak in the roof. Water leaks in the roof can damage roof insulation, rafters, ceiling panels, wall panels, wall insulation, floors, and floor coverings. Immediate repair of any roof leaks is suggested to prevent further damage and health problems due to mold infestation.
- 14) Cracks in the ceiling can be signs that the home needs to be re-leveled.
- 15) Any prolonged water leaks around the bathtub or toilets will cause the sub-floor beneath the linoleum to rot away. Prior to purchasing a home be sure to stomp your foot firmly on the floor next to the toilets and next to the tub to check for a good solid sub-floor.
- 16) Check below the kitchen sink, bathroom sinks, and in the laundry area to make sure that the pipes and hoses are not leaking. Better to spend \$10 on a new trap than \$1,000 on a new floor.
- 17) Make sure that you know the appliances are working and that they are specifically included in the sale. Each appliance should be individually listed in the bill of sale as should any window or central air conditioners.
- 18) Check all of the windows from both the inside and outside of the home. Windows should be free from cracks and should seal properly. Windows that don't close properly may indicate a home that needs to be re-leveled. Tight seals help lower both heating and cooling costs as well as preventing water damage due to rain.
- 19) Proper maintenance can prolong the life of these major appliances and save you money in the long run. Improperly maintained furnaces also pose a health risk. Ask to see receipts for recent repairs and ask if the work is still under warranty.
- 20) Make sure that any additional structures that are on site are specifically included in the bill of sale. Sheds, carports, garages, and decks should be listed individually on the purchase agreement so that there is no confusion as to what you're paying for.



## Seven Questions You MUST Ask Your Community Manager BEFORE You Purchase Your Home

#### 1) Has the home passed all of the resale inspections required by the community?

Make sure that all needed repairs and improvements are taken care of before you take possession of the home. In order to maintain the quality and appearance of the community, many will require that a home is brought up to the current community standards upon sale.

**Note:** There are tens of thousands of communities nationwide, and each one will have it's own requirements. Be sure you check with the manager of the specific community – never assume that the rules are the same from one park to another.

# 2) Are there any guidelines or requirements that may be in effect when I go to sell this home in the future?

Some communities have rules requiring all homes to be shingled and vinyl sided in order to remain in the community. Some communities require other items to be brought up-to-date. These rules may affect your ability to get the maximum value when you sell the home in the future.

**Note:** When you do go to sell your mobile home, MHVillage has a variety of listing options available for you.

#### 3) What utilities and services (if any) are included in the monthly lot rent?

Water, electric, sewer, cable, trash removal, yard maintenance, and snow removal should all be discussed. Is the clubhouse available for your use? What taxes are the responsibility of the home owner? Make sure you understand all the costs involved in home ownership before you buy.

**Note:** *Many manufactured home communities list their amenities on MHVillage, however, you should always get the most recent information directly from the manager.* 

# 4) What is the current lot rent and how long will it stay at that amount? What is the lot rent history for the last 3 years?

Make sure that you know exactly what your lot rent payments will be both now and in the near future. If future lot rent increases are to be restricted or limited be sure to get that in writing. A small minority of communities are governed by local rent control boards but the vast majority of communities do not have restrictions on lot rent increases. Depending on economic conditions, you can expect small rent increases annually to cover the costs to maintain the quality of the community.

Some communities or brokers may offer lot rent incentives in order to help you purchase a home in their community. Make sure you know what your payments will be during the incentive period, how long those incentives last, and what your full lot rent will be once those incentives expire.

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#### 5) Does the community currently have any vacant sites?

Homes located in full communities generally sell for more money than homes located in communities with vacant sites, simply because of demand. You may be able to negotiate a great price for a home in a community that has vacant sites and is still growing since communities are always interested in making sure all sites eventually have homes on them.

#### 6) Are there any improvement projects needed or planned for the community?

Everyone knows that the value of their home is affected by how well they take care of it. If you let your home fall to pieces it's not going to hold its value very well. The same is true of the community. Your home will be worth more in the future if the community owner takes the necessary steps to keep the community up to date and in good repair. Take a tour of the community, and be sure to ask if any improvements are currently needed or planned.

**Note:** Curious to find out what mobile homes in the area are selling for? A Market Analysis Report will give you a detailed summary of similar and nearby homes that have sold and are currently for sale.

#### 7) Is any part of this community located in a federally designated Flood Hazard Area? Has there ever been any flooding in the community?

During recent years we have all seen photos of homes which have been damaged and destroyed by floods. Federal Flood Insurance will be required if your home is located in a designated flood area. Flood Insurance may be recommended if your home is not in a federally designated flood zone but located in an area that has been prone to flooding in the past. Make sure you ask!

**Note:** The community manager should be able to tell you about whether the community is in a flood area. If you are looking for insurance, you can get a free insurance quote at *MHVillage.com* 

Don't assume that the seller of the home knows all the details about the community where they live. Get your information straight from the source – talk to the community manager! They are there to help. While talking to them, make sure to ask about applications and park approval. Don't make the mistake of falling in love with a "perfect home" before you've talked with the community manager.

#### SAMPLE FORM

#### SELLER'S DISCLOSURE STATEMENT

SAMPLE FORM

Property Address:			
	Street	City, Village, or Township	State Zip

Seller has lived in the residence on the property from \_\_\_\_\_\_ to \_\_\_\_\_.

Seller has owned the property since \_\_\_\_\_.

**Purpose of Statement:** This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering, or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the Seller, and is not a substitute for any inspections or warranties the Buyer may wish to obtain.

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. The Seller is to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller. This information is a disclosure only and is not intended to be a part of any contract between Buyer and Seller.

**Instructions to the Seller(s):** (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

	Yes	No	Unknown	Not Available		Yes	No	Unknown	Not Available
Range/Oven					Lawn Sprinkler				
Dishwasher					Water Heater				
Refrigerator					Plumbing System				
Hood/Fan					Well & Pump				
TV Antenna, TV					Water Softener/				
Rotor & Controls					Conditioner				
Electrical System					Sump Pump				
Garage Door Opener					Septic Tank &				
& Remote Control					Drain Field				
Alarm System					City Water System				
Intercom					City Sewer System				
Central Vacuum					Wall Furnace				
Attic Fan					Humidifier				
Pool heater, Wall Liner, & Equipment					Central Air Conditioning				
Central Heating System					Solar Heating System				
Microwave					Electronic Air Filter				
Trash Compactor					Fireplace & Chimney				
Ceiling Fan					Wood Burning System				
Sauna/Hot Tub					Washer				
Dryer									

**Appliances/Systems/Services:** The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement provides.)

Explanations (attach additional sheets if necessary):

# UNLESS OTHERWISE NOTED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

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#### SAMPLE FORM

Property Conditions, Improvements, and Additional Information:			
1. Basement/Crawl Space: Has there been evidence of water?	□ Yes	🗌 No	🗌 Unknown
If yes, explain:			
2. Insulation: Urea Formaldehyde Foam Insulation (UFFI) is installed?	□ Yes	🗆 No	Unknown
In exterior walls?	$\Box$ Yes	🗆 No	🗌 Unknown
In ceiling/attic?	$\Box$ Yes	🗆 No	🗌 Unknown
In other areas?	$\Box$ Yes	🗆 No	🗆 Unknown
3. Roof: Any leaks?	$\Box$ Yes	🗆 No	🗆 Unknown
Any existing fire retardant treated (FRT) plywood?	□ Yes	🗆 No	Unknown
Approximate age, if known:			
Has the water been tested?	$\Box$ Yes	🗆 No	🗆 Unknown
If Yes, date of last report and results:			
5. Septic Tanks/Drain Fields: Is the system functioning properly?	$\Box$ Yes	🗆 No	🗌 Unknown
If no, explain:			
If septic, when was the system last pumped?			
6. Heating System: Is heat supplied to all furnished rooms?	$\Box$ Yes	🗌 No	🗌 Unknown
Type: Approximate Age:			
Type:    7. Plumbing System: Is the system in working condition?	□ Yes	🗆 No	🗌 Unknown
Type: Copper Galvanized Other			
8. Electrical Systems: Does the system meet existing code requirements?	☐ Yes	🗆 No	🗆 Unknown
Any known problems:			
9. Infestation: Any current infestations or existing damage?	□ Yes	🗆 No	Unknown
10. Environment problems: Are there any substances, materials, or products that may l	be an enviror	nmental h	azard
(including, but not limited to, asbestos, radon gas, lead-based paint, underground sto			
chemicals, formaldehyde) on or affecting the property?	$\Box$ Yes	🗆 No	🗆 Unknown
If Yes, please explain:			
11. Flood Insurance: Do you have flood insurance on the property?	□ Yes	🗆 No	Unknown
12. Mineral Rights: Do you own the mineral rights of the property?	$\Box$ Yes	□ No	Unknown
Other Items: Are you aware of any of the following:			
1. Features of the property shared in common with the adjoining landowners (walls, fen	ces, roads, d	riveways	, etc.)
whose use or responsibility for maintenance may have an effect on the property?	$\Box$ Yes	🗆 No	Unknown
2. Any encroachments, easements, zoning violations, or nonconforming uses?	$\Box$ Yes	🗆 No	🗆 Unknown
3. Any "common areas" (pools, tennis courts, walkways, or other areas co-owned with	others), or a	homeowr	ners'
association that has any authority over the property?	🗆 Yes	🗆 No	🗆 Unknown
4. Structural modifications, alterations, or repairs made without necessary permits?	$\Box$ Yes	□ No	Unknown
5. Settling, flooding, drainage, structural, or grading problems?	$\Box$ Yes	□ No	Unknown
6. Major damage to the property from fire, wind, floods, or landslides?	$\Box$ Yes		Unknown
7. Farm or farm operation in the vicinity, or proximity to a landfill, airport, etc.?	$\Box$ Yes		Unknown
8. Any outstanding utility assessments or fees?	$\Box$ Yes		
9. Any outstanding municipal assessments or fees?	$\Box$ Yes	$\square$ No	
10. Any pending litigation that could affect the property or selling of the property?	$\Box$ Yes	$\square$ No	
round poperty of senting of the property of senting of the property?			
If the answer to any of these questions is yes please explain. Attach additional sheets	if necessary:		

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary:

The Seller has indicated the condition of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to the Buyer.

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#### **SAMPLE FORM**

<u>Note</u> : Seller(s) may wish to disclose the condition of other buildings on the property on a separate RESIDENTIAL PROPERTY DISCLOSURE FORM.

<u>Note</u>: Buyer(s) should obtain professional advice and inspections of the property to more fully determine the conditions of the property. Buyer(s) should not assume that Buyer's future tax bills on the property will be the same as the Seller's present tax bills. Under state law, real property tax obligations can change significantly when property is transferred.

#### 

The Seller(s) acknowledge having carefully examined this statement, including any comments continued on the reverse side, and state that this statement is complete and accurate as of the date signed. At or before settlement, the Seller(s) will be required to disclose any material change in the physical condition of the property.

Seller

Date

Seller

Date

The Buyer(s) acknowledge receipt of a copy of this disclosure statement. The Buyer(s) acknowledge that the Seller(s) make no presentation with respect to any matters which may pertain to parcels adjacent to the subject property and should exercise whatever due diligence deemed necessary with respect to adjacent parcels in accordance with terms and conditions as may be continued in the real estate purchases contract, but in any event prior to settlement.

Buyer

Date

Buyer

Date

A conscientious effort has been made as to the accuracy of this material. Neither the author, nor the publisher, will assume any liabilities for its use.

#### Sample Mobile Home Purchase Agreement

Subject to the terms and con	ditions set forth bel	ow, Seller agree	es to sell and Buyer agrees	to purchase
the following described mar	ufactured home for	the price of \$	;	
Make/Model	Year	Size	Serial #	
Located at:				
The following designated ite	ems will be included	l in the sale pric	e: (check all that apply)	
shedwasherdryer refrigeratordeck		_		
1. <b>Deposit:</b> Buyer has given	Seller a deposit in	the amount of \$	receipt of w	hich is hereby
acknowledged by Seller. Se	ller shall return the	deposit to Buye	er in the event that all the c	ontingencies listed in #2
are not met. The balance of	the purchase price v	will be paid at c	losing.	
2. Contingencies: This offe	r is contingent upon	the following:	(Check all that apply)	
Buyer is able to obtai	n acceptable financi	ng for the purcl	nase of the manufactured h	nome.
Home is appraised at o	or above sale price.			
Home inspection is acc	ceptable.			
Other Contingencies:				

2. Liens and Taxes: Seller agrees to deliver the manufactured home to buyer free and clear of all license fees, assessments and other liens.

3.**No Warranties:** The manufactured home is sold "as is" without any warranties or guaranties. Purchaser represents that he/she has examined the manufactured home and found it acceptable.

#### 4. Transfer Title Fees: Buyer / Seller will pay all transfer and title fees involved in the sale.

(circle one)

5. Closing/Possession: If this offer is accepted by the Seller, the Buyer agrees to close the sale within \_\_\_\_\_ days after acceptance. Possession will be given \_\_\_\_\_ days after close of the sale. Seller agrees to pay all park rent due prior to date of possession.

6. **Tenancy Acceptance:** Sale is contingent upon buyer obtaining tenancy acceptance in the manufactured home community. It is understood that both Buyer and Seller must comply with all requirements of park management prior to closing.

7.By execution of this instrument, Buyer and Seller acknowledge receipt of one copy.

Seller	Date	Buyer	Date
Seller	Date	Buyer	Date
Phone Number		Phone Number	
Witness	Date	Witness	Date

NOTE: This is a SAMPLE AGREEMENT ONLY. Every state, and even some local governments have laws governing the lawful sale of a mobile home. This form may not comply with any of the applicable laws in your area. Consult an attorney before entering into any legal agreement, especially the sale of a home.