

**CONTRACT OF SALE  
FOR MANUFACTURED/MOBILE HOME WITHOUT LAND**

**CAUTION:** THIS DOCUMENT UPON SIGNING BY BOTH THE SELLER AND PURCHASER BECOMES A LEGALLY BINDING CONTRACT. IT IS RECOMMENDED THAT ANY PERSON NAMED IN THIS CONTRACT CONSULT WITH HIS OR HER ATTORNEY BEFORE SIGNING IT.

**SELLER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PURCHASER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

1. **AGREEMENT:** Seller shall sell and Purchaser shall buy on the terms stated in this contract.
2. **MANUFACTURED/MOBILE HOME DESCRIPTION:** (from now on referred to as the "Home"): (complete location including street, lot number, name and address of the Home park.).  
The Home, situated at \_\_\_\_\_ and more particularly described as (make) \_\_\_\_\_ Year \_\_\_\_\_, Size \_\_\_\_\_, Serial Number \_\_\_\_\_ together with the following items, if any belonging to the Seller and now on the property: all heating, plumbing, lighting fixtures and bulbs, skirting, linoleum, window shades, venetian blinds, curtain rods, traverse rods, storm windows and storm doors, screens, awnings, exterior T.V. antennas and rotor motor and controls, water softeners, bathroom fixtures, window boxes, chandeliers, fireplace screens and equipment, wall to wall carpeting and runners, garbage disposals, and also (unless such items are free standing) all cabinets, mirrors, dishwashers, ovens, shelving, exhaust fans and hoods, trash compactors, air conditioning (except window) units, humidifiers and dehumidifiers. Seller will maintain all heating, plumbing and lighting fixtures, and all appliances and other electrical devices in the same condition as they exist as of the date of this contract, reasonable wear and tear excepted. It is agreed and understood that the above described lot is not owned by the seller and is not included as part of this agreement.  
The following are specifically included: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. **EXCLUSIONS:** Excluded from this sale are: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. **PRICE:** The purchase price is: \$ \_\_\_\_\_ payable as follows:  
When Purchaser signs this contract \$ \_\_\_\_\_  
When Seller signs this contract (within 48 hours) \$ \_\_\_\_\_  
On delivery of title papers and closing (balance) \$ \_\_\_\_\_  
In cash or certified funds in the amount of \$ \_\_\_\_\_
5. **ADJUSTMENTS:** Seller shall be credited for any remaining fuel oil and/or propane and any prepaid monthly rental at time of closing.
6. **WARRANTIES:** Certificate of Title and Bill of Sale. Seller represents and warrants that the aforesaid Home together with any other property described above, are free from any and all claims of creditors and are not encumbered by any security interest, or, if they are, that the security interest will be discharged prior to closing. Prior to the closing of this contract the Seller, at his expense, will furnish the Purchaser with a judgment search and UCC searches from the New York State Secretary of State and from the County Clerk of the county where the Home is located and also the County Clerk of the county where the Seller resides, (if different from the county of the Home location), all in the State of New York, indicating there are no liens encumbering the property being sold herein. The complete searches must be furnished to the Purchaser or Purchaser's attorney in writing at least five (5) business days prior to closing. The Home and other property covered by this Contract of Sale are being sold "as is" and there are no warranties, express or implied, including any warranty of merchantability or fitness for purpose except as is otherwise provided for herein. Upon the closing of this transaction, the Seller will furnish the Purchaser with a Certificate of Title if available to the Home or other satisfactory evidence of title together with a New York State Warranty Bill of Sale with affidavit, transferring title to the aforesaid property, free and clear from all liens and encumbrances except as is otherwise provided herein.
7. **APPROVAL OF MANUFACTURED/MOBILE PARK OWNER:** In the event the Home is presently located in a Home Park, closing is contingent upon the Home Park owner's approval of the Purchaser within \_\_\_\_\_ days after all parties have signed this contract, as a park tenant at a monthly lot rental of \$ \_\_\_\_\_. Seller represents that the current monthly rent is \$ \_\_\_\_\_ and that it is [ ] is not [ ] subject to a written lease. If it is subject to a written lease, a copy is annexed hereto.

8. **FINANCING:**  a) This contract is subject to Purchaser obtaining a manufactured/mobile home retail installment loan in the amount of \$ \_\_\_\_\_ at an interest rate of \_\_\_\_\_ % not to exceed \_\_\_\_\_ % . Purchaser agrees to immediately apply for said loan and in good faith diligently process the loan. If the loan is not granted on or before \_\_\_\_\_, either Seller or Purchaser may cancel this contract by written notice to the other and the entire deposit shall be returned. The same procedure shall apply if the loan commitment is granted but later cancelled without fault of the Purchaser or
- b) An all cash purchase. No loan to be obtained.
- c) Owner Financing, (To be drawn up by an Attorney) giving Seller a purchase money note and security interest which is a (UCC) \_\_\_\_\_ lien in the amount of \$ \_\_\_\_\_ payable as follows: \$ \_\_\_\_\_ monthly including principal and interest (interest rate \_\_\_\_\_ %), monthly payment is based as if payments were made over \_\_\_\_\_ years, but entire unpaid balance is due at end of \_\_\_\_\_ years, with no penalty for prepayment.
9. **INSPECTION.** Before closing, Purchaser shall have the right to inspect the property on reasonable notice to Seller. All utilities must be connected and on at the time of loan appraisal and final inspection.
10. **POSSESSION AND CLOSING.** Purchaser shall have possession and occupancy of the Home and the Seller shall be out of the property at or prior to the time of the delivery of the title documents and closing which shall take place at \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, or whatever adjourned date and time Purchaser and Seller later agree upon. The Purchaser  is  is not in actual possession of sufficient funds to close this transaction.
11. **RISK OF LOSS.** Risk of loss or destruction from any causes is assumed by the Seller until closing. In the event of any such destruction the Purchaser shall have the option of proceeding with the closing, subject to an agreement on the reduction in price, or the Purchaser may declare this Contract null and void in which event Purchaser's deposit shall be returned.
12. **RETURN OF DEPOSIT.** If any of the conditions and contingencies in this Contract are not fulfilled, this contract shall be deemed null and void and any monies paid down shall be promptly refunded to the Purchaser by the REALTOR® and/or Seller and neither party shall have any claim against the other.
13. **BROKER'S COMMISSION.** Seller and Purchaser agree that \_\_\_\_\_ brought about this sale and the Seller agrees to pay entire Broker's commission. The deposit shall be held in escrow by \_\_\_\_\_ at \_\_\_\_\_.
14. **ENTIRE AGREEMENT.** This Contract of Sale with (insert "No" or number) \_\_\_\_\_ Riders attached contains the entire agreement between the Seller and Purchaser and nothing is binding on either of them which is not contained in this Contract. This Contract also binds any party who succeeds to the interest of the Seller or Purchaser.
15. **SIGNATURES.** Unless all of the persons whose names appear at the beginning of the Contract sign it on or before the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, this Contract shall not become effective.

_____ Seller	_____ Date	_____ Purchaser	_____ Date
_____ Seller	_____ Date	_____ Purchaser	_____ Date
_____ Seller	_____ Date	_____ Purchaser	_____ Date

Manufactured/Mobile Home Park Owner: \_\_\_\_\_  
 \_\_\_\_\_ Name  
 \_\_\_\_\_ Address  
 \_\_\_\_\_ City, State, Zip \_\_\_\_\_ Telephone Number

**DEPOSITS:**

Deposit of \$ \_\_\_\_\_ Received on \_\_\_\_\_ By \_\_\_\_\_

Deposit of \$ \_\_\_\_\_ Received on \_\_\_\_\_ By \_\_\_\_\_

Deposit of \$ \_\_\_\_\_ Received on \_\_\_\_\_ By \_\_\_\_\_

