



**THREE RIVERS ASSOCIATION OF REALTORS®
MOBILE HOME CONTRACT (“Contract”)**



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Buyer(s) *(Please Print)* _____

Seller(s) *(Please Print)* _____

If Dual Agency applies, complete Paragraph 14.

Buyer hereby agrees to purchase and Seller agrees to sell the following described property (“Property”), on the terms and conditions herein set forth.

1. DESCRIPTION OF PROPERTY: *(Not including Real Estate)*

Year	Size	Addition Size	Make
_____	_____	_____	_____

Serial # of Mobile Home _____ Mobile Home Park _____

(To Be Entered by Seller Prior to Acceptance of Contract)

Current Lot Rental Fee: \$ _____

Street Address: _____

Include Lot Number if Applicable	City	State
_____	_____	_____

Motor Vehicle Title: Yes Title # _____ State _____
 No Seller represents and warrants that any motor vehicle title related to the subject property has been duly surrendered to the state of issuance.

Owner shall deliver a Bill of Sale at the time of delivery of title for the following items of personal property now on premises: existing heating, plumbing, electrical lighting fixtures; storm windows, storm doors and screens, if any; drapery rods, curtain rods, if any; fencing, if any; attached air conditioners, if any; attached outside antenna, if any; and: _____

Other items included: _____

Items NOT included: _____

2. PRICE AND TERMS:

Purchase Price: \$ _____

Earnest Money Deposit: \$ _____ in the form of cash personal check

cashier’s cash or judgment note due _____, 20 _____

Balance Due at Closing: \$ _____

3. FINANCING:

This Contract is contingent upon Buyer securing, within _____ days of acceptance hereof, a written loan commitment in the amount of \$ _____ or such lesser sum as Buyer accepts, with interest not to exceed _____ % per year, to be amortized over _____ years, the combined origination and discount fees for such loan not to exceed _____ %, plus loan processing fees, if any. Buyer shall make written application for such loan within five (5) days from date of acceptance of Contract, shall cooperate with the lender in supplying all necessary information and documentation, and shall diligently attempt to obtain the loan described herein. In the event the Buyer is unable to secure such loan commitment, Buyer shall provide written notice of same to Seller or Seller's attorney. Seller may, at his option, within an equal number of additional days, procure for Buyer such a commitment or notify Buyer that Seller provide the necessary financing upon the same terms. In the event neither Buyer nor Seller secure such loan commitment as herein provided within the time allowed, then this Contract shall become null and void and all earnest money shall be returned to Buyer. Seller

Buyer Initial _____ Seller Initial _____

Address: _____

48 must allow reasonable inspection of the premises by Buyer's financing agent. Unless a contingent upon sale/closing
49 provision is attached and made part of this Contract, Buyer represents that his ability to obtain financing is not
50 subject to the sale, closing, or rental of any other property. Buyer will be deemed to be in default if he obtains a
51 loan commitment conditioned upon the sale, closing or rental of other property, and fails to close this transaction
52 as agreed.

53 **4. CLOSING:**

54 The closing shall be on or before _____, 20____ at the office of Buyer's lender, or
55 _____ . Closing shall take place as
56 shall be mutually agreed by the Parties.

57 **5. POSSESSION: (Select one applicable option)**

58 Seller shall deliver possession to the Buyer at closing.

59 Possession shall be delivered no later than 11:59 P.M. on the date that is _____ days after the
60 date of Closing ("Possession Date"). Seller shall be responsible for all utilities, contents and liability insurance,
61 and home maintenance expenses until delivery of possession. Seller shall deposit in escrow at Closing with
62 _____, (choose one) one percent (1%) of the Purchase Price or the sum of
63 \$ _____ to be paid by Escrowee as follows: (a) The sum of \$ _____ per day for use
64 and occupancy from and including the day after Closing to and including the day of delivery of possession, if on
65 or before the Possession Date; (b) The amount per day equal to five (5) times the daily amount set forth herein
66 shall be paid for each day after the Possession Date specified in this paragraph that Seller remains in possession
67 of the real estate; and (c) The balance, if any, to Seller after delivery of possession and provided that the terms of
68 Paragraph 9 have been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the
69 possession escrow deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant
70 relationship between the Parties.

71 Seller shall deposit the sum of \$ _____ in escrow with _____,
72 as Escrowee, at the time of closing, and any monies due the Buyer for Seller's use and occupancy hereunder shall
73 be paid to Buyer from this deposit and the balance, if any, shall be refunded to Seller. Possession shall be deemed
74 delivered to Buyer when Seller has vacated the premises and delivered the keys to the Buyer or the Escrowee.
75 Escrow money shall be limited to delivery of possession, and funds held pursuant to this paragraph shall be used
76 only to satisfy payment for use and occupancy.

77 **6. CONVEYANCE, LIENS, ENCUMBRANCES:**

78 Seller agrees to sell the mobile home described herein at the price and on those terms set forth herein, and upon
79 receipt of full payment at closing shall convey cause to be conveyed to Buyer merchantable title to said mobile
80 home, free and clear of any and all liens and encumbrances, including but not limited to, Uniform Commercial
81 Code or Motor Vehicle Title Liens. Seller shall, at its own expense, provide purchaser with appropriate searches
82 for Uniform Commercial Code Liens and Motor Vehicle Liens, if any, or a commitment to insure title to real
83 estate, if appropriate, from a duly licensed title insurance company.

84 **7. PRORATIONS:**

85 The following items, if applicable, shall be prorated as of the date of closing: (a) insurance premiums; (b) monthly
86 lot rents and security deposits; (c) water taxes, real estate taxes or personal property taxes.

87 **8. ATTORNEY REVIEW:**

88 The respective attorneys for the Parties may approve, disapprove, or make modifications to this Contract, other
89 than stated Purchase Price, within five (5) Business Days after the Date of Acceptance. Disapproval or
90 modification of this Contract shall not be based solely upon stated Purchase Price. Any notice of disapproval or
91 proposed modifications(s) by any party shall be in writing. If written notice is not served within the time
92 specified, this provision shall be deemed waived by the Parties and this Contract shall remain in full force and
93 effect. If prior to the expiration of ten (10) Business Days after Date of Acceptance, written agreement is not
94 reached by the parties with respect to resolution of proposed modifications, then this Contract shall be null and
95 void.

96 **9. PROFESSIONAL INSPECTIONS:**

97 Buyer may secure at Buyer's expense (unless otherwise provided by governmental regulations) a home, inspection
98 of said Property by one or more licensed or certified inspection service(s). Buyer shall serve written notice upon

Buyer Initial _____	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address: _____			
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99 Seller or Seller's attorney of any defects disclosed by the inspection(s) which are unacceptable to Buyer, together
100 with a copy of the pertinent page(s) of the report(s) within five (5) Business Days after Date of Acceptance. **If**
101 **written notice is not served within the time specified, this provision shall be deemed waived by the**
102 **Parties and this Contract shall remain in full force and effect. If prior to the expiration of ten (10)**
103 **Business Days after Date of Acceptance, written agreement is not reached by the Parties with respect**
104 **to resolution of inspection issues, then this Contract shall be null and void.** The home inspection shall cover
105 **only** major components of the Subject Property, including but not limited to, heating system(s), cooling system(s),
106 plumbing and well system, electrical system, roof, walls, windows, ceilings, floors, appliances and foundation. A
107 major component shall be deemed to be in operating condition if it performs the function for which it is intended,
108 regardless of age, and does not constitute a threat to health or safety. The fact that a functioning component may
109 be at the end of its useful life shall not render such component defective for the purpose of this paragraph. Buyer
110 shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts or
111 negligence of Buyer or any person performing any inspection(s). **Buyer agrees minor repairs and routine**
112 **maintenance items are not a part of this contingency.**

113 **10. CLEAN CONDITION:**

114 Seller shall leave the premises in broom-clean condition. All personal property not to be conveyed to Buyer and
115 all refuse shall be removed from the premises at Seller's expense by the possession date.

116 **11. PERFORMANCE:**

117 **Time is of the essence of this Contract.** In any action with respect to this Contract, the Parties are free to pursue
118 any legal remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect reasonable
119 attorney fees and costs from the non-Prevailing Party as ordered by a court of competent jurisdiction. There shall
120 be no disbursement of earnest money unless Escrowee has been provided written agreement from Seller and
121 Buyer. Absent an agreement relative to the disbursement of earnest money within a reasonable period of time,
122 Escrowee may deposit funds with the Clerk of the Circuit Court by the filing of an action in the nature of
123 interpleader. Escrowee shall be reimbursed from the earnest money for all costs, including reasonable attorney
124 fees, related to the filing of the interpleader action. Seller and Buyer shall indemnify and hold Escrowee harmless
125 from any and all conflicting claims and demands arising under this paragraph.

126 **12. GENERAL CONDITIONS AND STIPULATIONS:**

127 (a) This contract is subject to the approval by the mobile home park owner or its authorized managing agent of
128 both the Buyer and the mobile home prior to closing. If either the Buyer or the mobile home is not approved by
129 closing, this Contract shall be deemed null and void and all earnest money shall be refunded to Buyer. Buyer
130 agrees to make application for park approval within seven (7) days from date of acceptance of Contract. The
131 Contract shall be subject to the approval by the Buyer of the Rules and Regulations, Conditions and Stipulations,
132 if any, imposed upon Buyers and/or residents by the Mobile Home Park. The Buyer shall have, within five (5)
133 business days from the Date of Acceptance, the right to demand from the Seller such Rules and Regulations,
134 Conditions and Stipulations of the Park in question, and Seller shall diligently apply for same. In the event that
135 the documents and information provided by Seller to Buyer disclose that the existing improvements are in
136 violation of existing Rules, Regulations, Conditions or Stipulations or that such Rules and regulations, Conditions
137 and Stipulations would unreasonably restrict Buyer's use of the premises, then Buyer may declare this Contract
138 null and void by giving Seller written notice within five (5) Business Days after receipt of the documents and
139 information required by the subparagraph, listing those elements which are unacceptable to Buyer. If written
140 notice is not served within the time specified, Buyer shall be deemed to have waived this contingency, and this
141 Contract shall remain in full force and effect. The obligations of the parties are subject to the Terms, Provisions,
142 Covenants, and Conditions contained in the Mobile Home Landlord and Tenant Rights Act (765 ILCS 745/1 *et*
143 *seq.*).

144 (b) Seller warrants that as of the date hereof neither he nor his agent has received any notice from the park owner
145 or management agent requiring: (a) relocation of the mobile home within the park or (b) removal of the mobile
146 home from the park, whether immediately or upon sale of the mobile home. To facilitate owner or managing
147 agents' consent as required in paragraph (a) herein, Seller agrees to make all repairs to the mobile home as required
148 by park owner or managing agent prior to closing.

149 (c) Seller shall deliver to Buyer copies of all rules and regulations, if any have been promulgated by the mobile
150 home park, prior to date of closing.

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____

Address: _____

- 151 (d) Both Seller and Buyer agree to execute all documents and provide all information necessary to enable any
 152 lender to issue a commitment for financing and to close this sale.
- 153 (e) Seller represents that he has not received any notice from any governmental body of any ordinance, zoning or
 154 building code violation, condemnation proceeding, pending rezoning or special assessment proceedings affecting
 155 the property.
- 156 (f) This Contract and any Riders attached hereto shall constitute the entire agreement and understanding between
 157 the Seller and Buyer, and there are no other agreements, representations or understandings, oral or written,
 158 between the parties with respect to the subject matter of this Contract. No alteration, modification or amendment
 159 to the Contract shall be valid unless in writing and signed by all parties.
- 160 (g) This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs,
 161 successors, legal representatives and permitted assignees.
- 162 (h) Where in this Contract masculine pronouns are used or words indicating the singular number appear, such
 163 words shall be considered as if feminine or neuter pronouns or words indicating the plural number were used
 164 where the context indicates the propriety of such use.
- 165 (i) The invalidity of any paragraph or subparagraph of this Contract shall not impair the validity of any other
 166 paragraph or subparagraph. If any provision of this Contract is determined to be unenforceable by a court, such
 167 provision shall be deemed severable and this Contract may be enforced with such provision severed or
 168 as modified by such court.
- 169 (j) Prior to closing, Buyer shall have the right to enter into and make a final inspection of the premises to
 170 determine that the premises are in the condition required by the terms of the Contract. If there has been an adverse
 171 change in the condition of the premises since the Contract Date, the Seller shall restore the premises to the same
 172 condition as it was on the Contract Date, or as called for by the terms of the Contract.

173 **13. NOTICE:**

174 All Notices, shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice
 175 to any one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in the following
 176 manner:

- 177 (a) By personal delivery of such Notice; or
 178 (b) By mailing of such Notice to the addresses recited herein by regular mail and by certified mail, return
 179 receipt requested. Except as otherwise provided herein, Notice served by certified mail shall be effective
 180 on the date of mailing; or
 181 (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission,
 182 provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event
 183 fax Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour
 184 of the next Business Day after transmission; or
 185 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission,
 186 provided that the Notice transmitted shall be sent during Business Hours, and provided further that the
 187 recipient provides written acknowledgment to the sender of receipt of the transmission (by e-mail,
 188 facsimile, regular mail or commercial overnight delivery). In the event e-mail Notice is transmitted during
 189 non-business hours, the effective date and time of Notice is the first hour of the next Business Day after
 190 transmission; or
 191 (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day
 192 following deposit with the overnight delivery company.

193 **THIS FOLLOWING OPTIONAL PARAGRAPH APPLIES ONLY IF INITIALED BY ALL PARTIES.**

194 _____ **14. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have
 195 previously consented to _____ (Licensee) acting as a
 196 Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent
 197 with regard to the transaction referred to in this Contract.

Buyer Initial _____	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address: _____			
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198 **THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL**
199 **PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.**

200 _____, 20____

201 Date of Offer

202 _____

203 Buyer Signature

204 _____

205 Buyer Signature

206 _____

207 Print Buyer(s) Name(s) **[Required]**

208 _____

209 Address

210 _____

211 City State Zip

212 _____

213 Telephone E-mail

214 _____

FOR INFORMATION ONLY

215 _____

216 Buyer Brokerage MLS #

217 _____

218 Buyer's Designated Agent MLS #

219 _____

220 Telephone Fax

221 _____

222 E-mail

223 _____

224 Buyer's Attorney E-mail

225 _____

226 Telephone Fax

227 _____

228 Mortgage Company Telephone

229 _____

230 Loan Officer Fax

_____, 20____

DATE OF ACCEPTANCE

Seller Signature

Seller Signature

Seller Signature

Seller Signature

Seller Signature

Print Sellr(s) Name(s) **[Required]**

Address

Address

City State Zip

City State Zip

Telephone E-mail

Telephone E-mail

Telephone E-mail

Listing Brokerage MLS#

Listing Brokerage MLS#

Seller's Designated Agent MLS#

Seller's Designated Agent MLS#

Telephone Fax

Telephone Fax

Telephone Fax

E-mail

E-mail

Seller's Attorney E-mail

Seller's Attorney E-mail

Telephone Fax

Telephone Fax

Mobile Home Park (if any) Telephone

Mobile Home Park (if any) Telephone

Management Co./Other Contact Telephone

231 **Seller Rejection:** This offer was presented to Seller on _____, 20____ at _____:_____ AM / PM
232 and was rejected on _____, 20____ at _____:_____ AM / PM.
233 _____
234 (Seller Initials) (Seller Initials)