



## Everything You Want to Know About Mobile Homes and Some You Didn't



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# CORRESPONDENCE CLOCKHOURS

## INSTRUCTIONS:

1. Print out the class.
2. Read the class material.
3. At the end of the material there is a quiz (all the answers are in the material that you have read).
4. Answer the questions.
5. Return to me the Quiz, evaluation and a check for the class payable to **CLOCKHOURS BY ANGIE**, or complete your credit/debit card information on the sheet provided
6. Upon receipt, I will email you a certificate.

Disclaimer: I try very hard to have the latest known information on a subject in these classes, but, the real estate industry is forever changing with new updates all the time. The class materials are not to be used for legal advice. In our State, some items are handled different in the different regions. If you have any concerns, please do not hesitate to contact me at 509-216-3220 or at [clockhoursbyangie@gmail.com](mailto:clockhoursbyangie@gmail.com)

## COURSE OBJECTIVE:

The students of this class will be able to understand the many variables involved in a mobile home transaction. Unlike stick-built homes, there are many different types of rules and regulations to comply with. They will have a better understanding of the red flags to look out for in order to have a successful transaction.

With the knowledge, they will gain from this material; the students will recognize the steps required whether it is a mobile home on a rented lot or on land. They will have a better understanding of the steps and documents required for eliminations.

**CURRICULUM for EVERYTHING YOU WANTED TO KNOW ABOUT  
MOBILE HOMES, AND SOME YOU DIDN'T (3 HOURS)**

<b>Session/Hours</b>	<b>Topics</b>	<b>Method of instruction</b>
15 minutes	What is it?	Read material/discussion
30 minutes	Definitions Transfer/ Elimination?	Read material/discussion
30 minutes	Deceased owners, moving a mobile, unusual circumstances	Read material/discussion
30 minutes	Labor & Industries and other inspections	Read material/discussion
15 minutes	Decertification, flow charts	Read material/discussion
45 minutes	NWMLS forms, DOL forms, DOR forms, LPO forms	Read material/discussion
15 minutes	Fees and agency information	Read material/discussion

## WHAT IS IT?



Everything has to start from something and the mobile home evolved from a very rich history. The original mobile home dates as far back as the early 1500's. Believe it or not, so hard to believe it started then!

Horse-drawn carriages carried the people selling their wares from town to town. From that lifestyle came very elaborate designs and beautiful wood carvings.

Fast forward to a brand-new country and new people coming to that country finding a better way of life, some succeeded, some didn't. The first "movable" home in the US was in Outer Banks, North Carolina. When the tide went up a team of horses would move the home to a safer location on the beach.

Add the invention of the automobile in the early 1900's and you have what we today consider a true mobile home. People found that in order to support their family they had to be able to move wherever the work was. The hybrid home and auto probably some man's way of solving his biggest problem: *how to move his wife and kids comfortably and without them fussing the whole drive and still be able to make a living selling his trades.* It was a genius's way of solving the problem.

The next wave of mobile home inventions and designs came from pull-trailers used for camping. A man that didn't want to camp in a tent came up with a way to pull a cart with his car.



The cart's roof was raised up once it was at camp and they would sleep in it. By the mid 1940's the trailer that the cars could pull averaged 8 feet wide and 20 feet long. It could sleep several but had no bathroom. Later that decade the length went to over 30 feet long and bathrooms were installed. By this time the men who had fought in WWI were coming home in masses and cheap housing was a



necessity. Mobile homes were a great fit for many and the industry continued to evolve and flourish.



The designs were ever changing and improving year after year. Some mobile homes even had 2 stories like the one illustrated here.

They were made with every attention to detail. You could choose your color schemes, layout and appliances. From the single wide evolved the double wide and now there is a triple wide.

In 1976 the US Congress passed the National Mobile Home Construction and Safety Act (42 U.S.C.). This was necessary to hold the industry to a high standard and to ensure that everything they put in the mobile home was safe. In 1980 Congress, due to pressure from the industry itself, changed the name mobile home to manufactured housing on the bill. They seemed to want to update the image of the industry, and “manufactured home” evokes a higher class of product.

There is very little difference in the two though. The mobile home is made without regard to the site the home will eventually sit on and is completely built in a factory and the modular home takes the site into consideration, waiting until it gets there to put the home together.



## DEFINITIONS

1. **MOTOR HOME:** a large motor vehicle equipped as living quarters. A type of vehicle that people can live and sleep in when they are traveling. Also known as a *recreational vehicle* or *RV*.
2. **TRAILER:** A nonmotorized vehicle designed to be pulled behind a motor vehicle. A furnished vehicle drawn by a truck or automobile and used when parked as a dwelling or office.
3. **MODULAR HOME:** A modular home is constructed of pre-made parts and unit modules. A complete kitchen and bath may be pre-set in the house. Wall panels, trusses, and other pre-fabricated house parts are transported on a flatbed truck from the factory to the building site. You may even see an entire half-house moving along the highway. At the building site, these house sections are lifted onto the foundation where they are permanently anchored. Unlike *manufactured homes*, modular homes must conform to the building codes for the locations where they are erected. Some housing subdivisions prohibit *modular homes*.
4. **MANUFACTURED HOME:** A manufactured home is one that is constructed almost entirely in a factory. The house is placed on a steel chassis (a supporting frame) and transported to the building site. The wheels can be removed but the chassis stays in place. A manufactured home can come in many different sizes and shapes. It may be a simple one-story “mobile home”, or it can be so large and complex that you might not guess that it was constructed off site. Local building codes do not apply to manufactured homes; instead, these houses are built according to specialized guidelines (Federal HUD regulations in the United States) for manufactured housing. Manufactured homes are not permitted in some communities.

**FUN FACT:**  
**The first known use of a recreational  
vehicle was in 1966!**

**TYPE OF MANUFACTURED HOME TRANSACTIONS:**

Determine if the new legal owner (lender) requires the title to the manufactured home be eliminated. Be sure to contact the new legal owner for all of their requirements. These should be obtained in writing. Then, determine if the manufactured home is:

1. Previously owned personal property on leased land (does not qualify for elimination)
2. Previously owned including the land
3. New manufactured home, never been titled by the State.
4. Mobile/land that was previously eliminated.

The following are some definitions that you will need to know when working with mobile homes transactions.

**REGISTERED OWNER:** The registered owner is the individual who owns the manufactured home. When the title is transferred, the buyer becomes the registered owner.

**LEGAL OWNER:** The legal owner is the individual or company that holds the title to the manufactured home – for example, in the case where a loan has been given, the lender is shown as the legal owner until the debt is paid in full. If there is no debt on the property, DO NOT put the registered owner as the legal owner on the Mobile Home Title Elimination.





### **MANUFACTURED UNIT ON LEASED LAND (PARK)**

Like the previous two pages mentioned, the seller will need to provide the original Mobile Home Title, or a copy if there is a Legal Owner (Lender) of which the closer will need to obtain a payoff and verify the Lender has the original mobile home. If the seller cannot locate the title, the steps previously discussed will be triggered to try to find out who the last recorded owner of the mobile home was.

If the unit is in a park, the seller should obtain a written statement from the park management company as to what the space rent is and what is included in the rental payment as far as utilities or other services. If there is an approval process that the buyer must undergo for the park management in order to be approved as a new tenant, the seller should obtain the contact information for the selling agent and it should be disclosed in the purchase and sale agreement. The closer will need confirmation of this approval prior to proceeding with the closing. The park may require a deposit from the new tenant. Typically, the closer will pro-rate the rent for the month at closing.

Seller financing on a unit in a park is different than on land. The closer will prepare a Promissory note and Security Agreement and the debt will be further secured with the title to the mobile home. The seller will be listed as the “Legal Owner” and the buyer is the “Registered Owner”. The Security Agreement outlines the details of the transaction.



## **MANUFACTURED HOME TITLE TRANSFER**

### **(No Elimination) on Owned Real Property**

Many of the steps to process manufactured home title transfers on owned real estate are the same as the process for doing an elimination of title.

If the Legal Owner is a lender, the seller will need to give the closer the name and address of the company and loan number, as well sign a form allowing the closer to obtain a payoff. The closer will need the social security number from the seller in order to obtain this payoff. When the closer submits the payoff check to the lender they will also request that the lender send the original signed off title to the closer. In order to accommodate this request, your seller in the transaction will sign a letter of instruction to the lender that enables them to send the document directly to the closing office.

If the transaction calls for seller financing, the purchaser would sign a promissory note and deed of trust to the seller. The seller, as the lender would become the "Legal Owner" on the mobile home title and the buyer would become the "Registered Owner".

In the event the title is not being eliminated, the title insurance policy will be based only on the value of the land and not on the mobile home. The buyers and sellers must determine this value and give them to the closer in writing.

## MANUFACTURED HOME TITLE ELIMINATION

### 1. Previously owned

If the manufactured home is previously owned you will need to obtain the Certificate of Title from the seller or have the seller obtain a copy from the legal owner (lender). If a copy cannot be located you can determine who the legal/registered owner is by completing the form **VEHICLE RECORD REQUEST – SEE HAND OUT # 1** and send to Department of Licensing with \$2.00 and they will determine the last owner of record. You can request the form on the website <http://www.dol.wa.gov/forms/224003.pdf>

Next, determine if the Manufactured Home Building Permit process has been completed. The easiest way to find out is to contact the building permit office. Give them the real property tax parcel number of the land the manufactured home is being attached to and they will give you the status of the permit. Make sure to ask the building department if the permit was finalized and if they will sign off on elimination. Be sure to find out what they will charge to sign off the permit so this amount can be collected at closing. If the permit has not been signed off as “final” the owner may be required to pay a fee to reactivate the permit to get it completed prior to closing.

Sometimes the permit cannot be found by this process. If the home has been on the property for a long period of time, it might not have had the proper permits or the county might not have their records in order. Looking at the septic records may help you find the correct information. The manner in which records are kept in your area will help to determine the best approach. Sometimes your county or city will sign off due to the length of time the home has been located on the property with the proper documentation (i.e. valuation records, copies of deeds, etc.) The owner may have to get involved with the municipality to make sure the correct steps are taken. The transaction cannot close until the permit process can be completed.

Check the status of the real property taxes and the personal property taxes. Both real property and personal property taxes must be paid in full for the year that you will be transferring the Manufactured Home Title.

## 2. New construction

A dealership should work closely with you on this type of transaction, hopefully! But a good agent will always know the steps that need to be covered in case the dealership does not take control and it ends up being completed between the closer and the agent. The process for permit (described in 1 above) approval must still be completed. The dealer should provide the closer with a Manufacturer's Statement of Origin (MSO). The dealer may owe monies to the "Flooring Company". Flooring Company is the Dealer's lender. That company may hold the titles (MSOs), as they have loaned the dealer the funds to put the units on their sales lot. The closer will find out how much is owed and obtain a written payoff and further determine how the title (MSO) will be delivered to escrow. The title (MSO) will be required to be sent in with the paperwork to the Department of Licensing, in order that the Department of Licensing can create an actual title to be eliminated. This work will be done all in one step; It does not need to be sent to the Department of Licensing before closing. When completing the actual Elimination form, the Dealer must sign the form as they are attesting to having paid the appropriate sales tax on the unit.

The Title Elimination form will need to be completed and signed by all parties prior to closing. This will be the new Registered Owner, the new Legal Owner, the dealer (if new) and the Building Permit office. (The building department may charge to sign off on the permit).





## CAN YOU GET FINANCING FOR A MODULAR OR MANUFACTURED HOME?

**Manufactured homes** – These homes are bought at a dealership and moved on a flatbed truck to the final destination and affixed to the earth with a permanent foundation. The key here is that the property was already built in its entirety someplace else, then simply moved and subsequently attached. Another unique way to identify a manufactured home is that it has a 433-form filed with the county signifying the property is on a permanent foundation. These properties also have HUD tags attached to the home as well further supporting the property is indeed, manufactured.

It is critical the home is already attached to the earth as real estate. Fannie Mae and Freddie Mac do make conventional loans on manufactured homes that is if you can find a lender who will do so. More lenders will finance this type of property with an FHA Insured Loan, as the FHA is much more forgiving in their underwriting standards and the lender has far less buy-back risk (a situation where a new loan goes bad and the originating lender is forced to buy-back the bad loan for a steep loss). FHA Loans pack in more insurance against lending risk, making the FHA a far more likely financing vehicle for manufactured home transactions.

### **FHA Manufactured Home requirements:**

1. Property cannot be in a flood zone
2. The home structure cannot have been previously moved.
3. The structure must have been built after 1976.
4. Mortgage insurance and an impound account for taxes and insurance applies (no matter what down payment %).
5. FHA will require an engineering certificate which can cost up to \$250.00 - \$350.00

### **VA Manufactured Home requirements:**

1. The home structure **CAN** have been previously moved! A number of times!
2. The structure must have been built after 1976

**Modular/Prefab Homes** – Same thing exists wherein the property needs to be transferred to the buyer with the land and the structure in one transaction. Modular homes are built on the site at the property with permanent foundation and built up. The homes do not have HUD tags, or other stronger lending conditions the way manufactured homes do. Financing options for modular homes are the same as single family home options.



## LISTING APPOINTMENT CHECK LIST FOR MOBILE HOMES

***In Washington State, it is unlawful to offer for sale any manufactured housing/mobile home that has been altered without first obtaining a permit, having an inspection performed and getting an insignia of approval from the Department of Labor & Industries (RCW 43.22.360(1)).***

### MOBILE ON LEASED LOT:

- Does seller have original mobile home title? Escrow will need the original
- Is there a lienholder on the title? Escrow will need payoff information AND borrower's authorization to order a payoff. Note, if there is a lienholder, the lienholder may hold the original title.
- Did seller have an L&I inspection when they purchased the property?
- Has seller done any improvements since purchasing the mobile without obtaining a permit from L&I and an inspection of the work?
- What is the space rental fee if in a park? Is there a deposit required?
- Has seller advised management they are going to be selling their unit and the new owner would be applying to lease the lot? Some parks may have first right of refusal built into lease agreement.
- What is the personal property tax number? Taxes will need to be paid in full for the year at closing.
- Does seller know where the VIN number is and has it been verified with the registration? *(Agent suggestion: Take a picture of the VIN number and HUD sticker with your smart phone.)*

### MOBILE/ LAND SALE NOT ELIMINATED

- Does seller have original mobile home title? Escrow will need the original
- Is there a lienholder on the title? Escrow will need payoff information AND borrower's authorization (**DOES NEW LENDER WANT TITLE ELIMINATED PRIOR TO CLOSING?**)
- Did seller have an L&I inspection when they purchased the property?
- Has seller done any improvements since purchasing the mobile without obtaining a permit from L&I and an inspection of the work?
- If placed prior to 2016, did Building and Planning do a VIN placement certificate and complete the inspection?
- Does seller know where the VIN number is and has it been verified with the registration? *(Agent suggestion: take a picture of the VIN number and HUD sticker with your smart phone.)*
- Have the real property taxes and the personal property taxes been merged into one. Are taxes current?

- Need allocations for land/mobile home in order to prepare two excise tax affidavits

#### **MOBILE/LAND SALE WITH TITLE TO BE ELIMINATED**

- Does seller have original mobile home title?
- Is there a lienholder on title? Escrow will need payoff information AND borrower's authorization
- **Does new lender want title to be eliminated prior to closing? If so, does the seller owe money and have this money to pay off in advance?**
- Did seller have an L&I inspection when they purchased the property?
- Has seller done any improvements since purchasing the mobile without obtaining a permit from L&I and an inspection of the work? If not, the necessary permits need to be purchased and the inspections done.
- Did seller check with Building and planning to see if a VIN certification was done when MH placed on property? If not, this permit needs to be applied for and inspection arranged. 2012 and after, this permit was included when placing the mobile. Prior to 2016, there was no VIN certification so it will need to be done and the cost is \$119.60 Call 477-3675 and ask for a Project Coordinator and they will advise if needed.
- Does seller know where the VIN number is and has it been verified with the registration? *(Agent suggestion: Take a picture of the VIN number and HUD sticker with your smart phone.)*

#### **MOBILE/LAND SALE WITH TITLE PREVIOUSLY ELIMINATED**

- Did seller have an L&I inspection when they purchased the property?
- Has seller done any improvements since purchasing the mobile without obtaining a permit from L&I and an inspection of the work? *(Agent suggestion: take a picture of the VIN number and HUD sticker with your smart phone.)*

*Because title was previously eliminated, escrow will have to do nothing to transfer the mobile home. It is treated like a stick-built home!*

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## LOCATING THE VEHICAL IDENTIFICATION NUMBER (VIN)

- **Serial Number/VIN Plate**

A metal tag riveted to the exterior side of the end wall opposite the hitch (if there is more than one section to the home, each section would include a tag).

A tag may be located at the lower right of the main entry just outside the door trim.

Serial number /VIN may be stamped on the first cross member of the steel frame at the tongue/hitch end (the skirting required in most cities and counties of Washington usually covers this location).

- **County Treasurer's Office**

The customer should contact the county treasurer's office to see if the mobile home VIN is included on the county tax rolls.

- **Certification Label**

This should be located on the outside of the home approximately one foot up from the floor and one foot in from the right side of the end wall opposite the hitch (the back of the mobile home).

The Certification Label contains the manufacturer's certification, an embossed number, and possibly a VIN. Use this VIN if found.

If your customer locates a Certification Label with no VIN, Housing and Urban Development (HUD) may be able to determine if there is a VIN on file with the embossed number. They may also have data plat information which may contain the VIN (See Locating the VIN- 1976 and newer which is following this information)

Customers may contact HUD's Office of Manufactured Housing Program at:

1-202-708-6423

[mhs@hud.gov](mailto:mhs@hud.gov)

[www.hud.gov/offices/hsg/sfh/mhs/mhshome.cfm](http://www.hud.gov/offices/hsg/sfh/mhs/mhshome.cfm)

- **Labor and Industries Tag**

This is an aluminum tag on the end wall opposite the hitch (or on older units may be next to the front or back door), and includes an insignia number with the prefix "MH".

If your customer finds a Labor and Industries tag with insignia number described in the bullet above, they may contact the Department of Labor and Industries (LNI) to find out if there is any VIN information on L& I's records.

**LOCATING THE VIN – 1976 AND NEWER**

To find VIN information for model year 1976 and newer mobile homes look for a HUD “data plate” inside the home. The data plate is an 8-1/2 by 11-inch sheet of paper that includes:

1. A map of the United States
2. The Vehicle Identification Number
3. Housing and Urban Development (HUD) number
4. Date of manufacture of the mobile home

The HUD date plate is usually located in one of the following places:

1. On or near the main electrical panel
2. In a cabinet in the utility room
3. In a kitchen cabinet
4. In a bedroom closet

**LOCATING THE VIN – 1975 AND OLDER**

Because VIN standards varied throughout the U.S., Washington State used the American National Standards Institute (ANSI) standard. The customer may be able to locate this ANSI number, which we can use as a VIN by checking the following locations:

1. On the tongue or hitch
2. On or near the electrical panel
3. In the enclosure containing the hot water tank<sup>17</sup>
4. In the kitchen sink cabinet
5. The walls of the bedroom closets.

## HERE IS ANOTHER SOURCE FOR GETTING INFORMATION:

### INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY (IBTS)

During a 1996 needs assessment, the National Conference of States on Building Codes and Standards (NCSBCS), along with the Council of State Governments and the National Governors Association, identified a lack of resources in the building codes and public safety field. As federal, state, and local governments downsized, many jurisdictions struggled to efficiently and cost-effectively enforce building codes.

From this need, the Institute for Building Technology and Safety was born. Established as a 501(c) (3) nonprofit corporation, IBTS was tasked with undertaking contract, grant and cooperative agreement work on behalf of government entities across the nation.

Their services include:

1. Building Services
2. Natural Disaster Management
3. Energy and Sustainability
4. Management & Consulting Services
5. Manufactured Housing Solutions
6. Quality Assurance & Quality Control

**IBTS is the single source for manufactured home data used to identify whether a home was built according to the HUD Manufactured Home Construction and Safety Standards (HUD code) and, if so, how it was designed and constructed.**

Manufactured home owners or other relevant agencies that need a replacement of missing HUD labels or Data Plate/Compliance Certificates should contact IBTS, not HUD

**Details for manufactured homes build before June 15, 1976 are not available.**

<http://www.ibts.org>

1-703-481-2010

**AND IF ALL ELSE FAILS, HERE IS AN ADDITIONAL SOURCE:****WAC 308-56A-210 "OWNERSHIP IN DOUBT"- BONDED TITLE OR THREE-YEAR REGISTRATION WITHOUT TITLE**

1. What is "Ownership in Doubt"? Ownership in doubt is when a vehicle owner(s) is unable to obtain satisfactory evidence of ownership or release of interest as described in WAC308-056A-265
2. What options are available in an ownership in doubt situation? When in doubt, an ownership in doubt situation, the owner may:
  - a. Apply for three-year registration without title; or
  - b. Apply for a bonded title described in RCW46.12.151; or
  - c. Petition any district or superior court of any county of Washington to receive a judgment awarding ownership of the vehicle. This is required if ownership of the mobile home is contested after the applicant makes application for ownership in doubt and before the three-year ownership in doubt period has lapsed.





## Vehicle Ownership Bond

This is a vehicle ownership bond. The original must be attached to the Title Application and submitted to the Department of Licensing **within 6 months** from bond issue date.

**Know all persons by these presents:** That \_\_\_\_\_  
Name of person or firm to be shown on the Certificate of Ownership (Title)

Address \_\_\_\_\_

as principal, and \_\_\_\_\_  
insurance or bonding company

Address \_\_\_\_\_

a corporation organized and existing under the laws of the state of \_\_\_\_\_  
 and authorized to transact surety business in the State of Washington, as Surety, are held and firmly bound unto,

the State of Washington in the sum of \_\_\_\_\_ dollars, lawful money of the United States of America to be paid to the said State of Washington, for which payment well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**The condition of the above obligations is such that:** Whereas, the said principal has made application for a Certificate of Ownership for a \_\_\_\_\_  
Year Make Model  
 bearing Vehicle Identification Number (VIN) \_\_\_\_\_

or Motorcycle Motor Number \_\_\_\_\_ and the Department of Licensing is not satisfied as to the ownership of the vehicle or that there are no undisclosed security interests in said vehicle and is therefore requiring a bond pursuant to RCW 46.12.690 prior to the registration of said vehicle. The conditions of this bond are that the principal and the surety shall indemnify any prior owner and secured party and any subsequent purchaser of the above-described vehicle or person acquiring and security interest in it, and their respective successors in interest, against any expense, loss or damage, including reasonable attorney's fees, by reason of the issuance of the certificate of ownership for this vehicle or on account of any defect in or undisclosed security interest upon the right, title and interest of the applicant for certificate of ownership in and to the vehicle.

**Provided:** Any such interested person shall have a right of action to recover on the bond for breach of any of its conditions, but the aggregate liability of the surety to all persons shall not exceed the amount of the bond. Suit on this bond may be brought in the superior court of any county in the State of Washington in which jurisdiction of the principal or surety may be had.

**Provided further:** The bond shall be returned at the end of three years thereto if the vehicle is no longer registered in the State and the currently valid certificate of ownership is surrendered to the Department, unless the Department has been notified of the pendency of an action to recover on the bond. This bond may not be cancelled for any other reason except at the direction of the Director of the Department of Licensing.

**In witness whereof,** the said Principal and the said Surety have affixed their hands and seal this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Effective date of bond \_\_\_\_\_ Bond number \_\_\_\_\_

### Principal

Printed name \_\_\_\_\_

If signing for company, title of office

Signature **X** \_\_\_\_\_

(Insurance commissioner's stamp  
or insurance agency seal)

### Surety

Company name \_\_\_\_\_

Attorney-in-Fact \_\_\_\_\_

Agency name \_\_\_\_\_

Resident agent \_\_\_\_\_

Address \_\_\_\_\_

(Area code) Telephone number \_\_\_\_\_

Original - Dept. of Licensing Copy 1 - Bonding company Copy 2 - Principal

**Bonding procedure**

Before the issuance of a bond:

1. The vehicle must be inspected by an authorized inspector to determine the correct Vehicle Identification Number (VIN) or Motorcycle Motor Number, year and make.
2. The bond shall be in an amount equal to 1-1/2 times the value of the vehicle as determined by the Department of Licensing.

When the bond is obtained:

1. Take it and all supporting papers, including the vehicle inspection form, to a license agent for processing.
2. When the application is approved by the Department, a title will be issued indicating "BONDED."  
All subsequent titles will be in a like manner.
3. At the end of three years, the owner may apply for a reissue of title eliminating the "BONDED" designation.



### Bonded Title or Three-Year Registration Without Title Affidavit

Plate/Tab/Decal or Registration number		Vehicle identification number (VIN) or Vessel hull identification number (HIN)	
Model Year	Make	Model	Previous titling/registering jurisdiction

I am applying for: (check one)  Bonded Washington title (attach a copy of the bond)  
 Three-year registration without title

because satisfactory evidence of ownership for the above described vehicle or vessel is unavailable. RCW 46.12.680, WAC 308-56A-210 and WAC 308-93-440

I understand and agree that an unrestricted title will not be issued for a period of three years. If there are no claims contesting my ownership to this vehicle within three years of the date of this application, an unrestricted title will be issued to the legal owner upon proper application.

I certify I am the rightful owner of this vehicle/vessel having obtained ownership from the last rightful owner. The circumstances under which I obtained ownership and the reasons satisfactory evidence of ownership is unavailable are:

\_\_\_\_\_  
 PRINT or TYPE Applicant name

**X** \_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 PRINT or TYPE Applicant name

**X** \_\_\_\_\_  
 Signature Date

<b>Notarization/Certification</b> – You don't need your signature notarized if you sign in front of a vehicle licensing agent, who can certify your signature.	
State of _____	County of _____
Signed or attested before me on _____	by _____ Name of person signing this document
(Seal or stamp)	_____ Notary/Agent/Subagent signature
	_____ Printed or stamped name
Title _____	and _____ Dealer of county/office number or notary expiration date

## INFORMATION & REQUIREMENTS FOR MOBILE HOME MOVING CERTIFICATE

In order to obtain a *moving certificate*, you must have the following information:

1. Current owner's name and mailing address
2. New owner's name and mailing address
3. Name of moving company (if not on file, will need their address, phone number DOT#, and insurance information.
4. Address and parcel number where the mobile home is currently located.
5. Address where the mobile home is being moved to and parcel number
6. The title or copy of the title of the mobile home. If the title is not available, a registration may be accepted. (No exceptions, must have one or the other)

In addition to the information above, all taxes **MUST BE PAID IN FULL** on the mobile home and possibly one future tax year depending on where the mobile home is going. You can verify what needs to be paid with the County Treasurer's office.

## UNUSUAL OR DIFFERENT CIRCUMSTANCES THAT COULD AFFECT YOUR TRANSACTION

**Mobile home was Eliminated, but seller “moved” the mobile without using the correct forms:**

Even though the mobile is no longer on the property, the seller will have to “re-title” it or “un-eliminate” it, in order for assessor/treasurer to delete from being assessed and associated with this property.

### **Marriage or Divorce:**

The names of the owners are different than our seller’s names due to marriage or divorce. Typically, a statement of fact or a Name Update Affidavit can be completed by the individual and this will be sufficient to clear up a simple name change. However, if there is a divorce and both parties are in title, escrow will need either a release of interest from one of the two spouses, or a copy of the decree stating who is to remain in title to the unit. There are times when the Department of Licensing will require the local courts to complete the Affidavit of Litigation.

### **Deceased Owners:**

If the estate was or will be Probated one of the following 3 forms is required:

Letters of Testamentary

Letters of Administration

Form K from the County Clerk’s office

If the deceased estate is not probated you will need:

Death certificate: Either an original, certified copy or a photo copy of both the front and back AND:

If there is Joint Tenants with Rights of Survivorship on the record the survivor assumes ownership rights.

If there is a Community Property Agreement a photo copy if needed and the surviving spouse assumes ownership rights. If neither JTWROS or Community property then

Affidavit of Inheritance completed by a surviving relative listing anyone who would have prior rights and the appropriate releases of interest.

### Trust:

Trust – A copy of the trust documents must be submitted to the Department of Licensing for proof of who is permitted to sign for the trust.





## LABOR AND INDUSTRIES INSPECTIONS

In the State of Washington, the Department of Labor and Industries must inspect certain alterations that are made to a manufactured home unit. This requirement and other governing the use of manufactured homes within the state are embodied in the Washington State Administrative Code (WAC 296-150M) In order to do this, the parties will need to:

1. Contact the local L&I field office
2. Apply for an alteration permit and pay the applicable fees
3. Set up an appointment for an inspector to do an inspection of the alteration
4. Purchase an alteration insignia label from L&I, which the inspector will attach to the manufactured home after the alteration is satisfactorily completed.

L&I reviews and inspects about 10,000 alterations to manufactured homes in Washington each year. One of the biggest problems L&I inspectors encounter is manufactured/mobile home owners who don't get a permit and advice from L&I before altering their home, then discover they might not be able to sell their home to anyone else because it's been altered without L&I approval.

***In Washington State, it is unlawful to offer for sale any manufactured housing/mobile home that has been altered without first obtaining a permit, having an inspection performed and getting an insignia of approval from the Department of Labor & Industries (RCW 43.22.360(1)).***

That means any change to the original manufactured or mobile home requires an alteration permit from L & I.

Some examples of alterations include:

- Heat pump/air conditioning installations
- Wood/pellet/gas stove or furnace installations
- Changing from electric to gas appliances
- Electrical or plumbing changes
- Structural changes or additions

Before making any alterations, whoever is actually doing the work needs to contact the nearest L&I office to obtain an alteration permit.

In Washington, any contractor who performs alteration work must be registered with L & I. Being registered means they are bonded and insured, which helps protect the consumer.

***Manufactured/mobile home buyers should always make sure the home hasn't been altered before paying cash or buying on owner contract so that they don't end up with a home they can't sell or rent.***

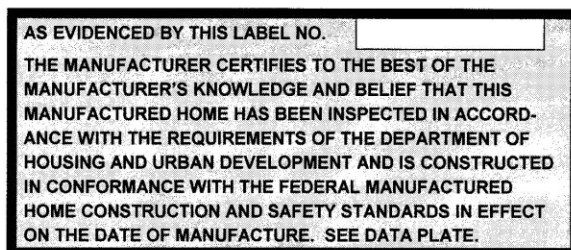
**Labor and Industries**  
**Factory Assembled Structures**  
 7273 Linderson Way S.W.  
 P.O. Box 44430  
 Olympia, WA 98504-4430



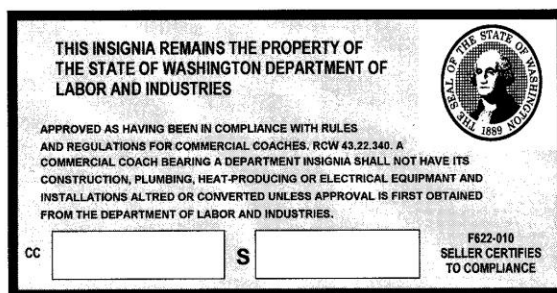
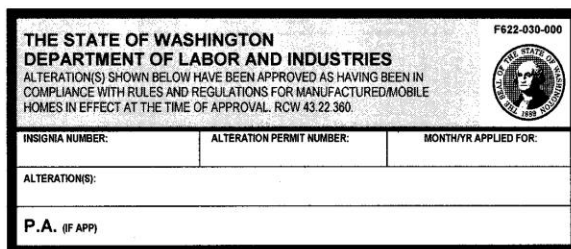
## IS IT A MANUFACTURED/MOBILE HOME?

A manufactured/mobile home can be identified by one or more of the following:

1. A certification label on the exterior side of the endwall opposite the hitch from the Department of Housing and Urban Development (HUD) that is red in color and has the following information on it:



2. A label on the endwall opposite the hitch or on older units may be next to the front or back door issued by the Department of Labor & Industries that is (or was) red in color and has the following information on it:



F622-043-000 (PDF) manufactured mobile home 1-00

**Perhaps your seller did not have an inspection when they purchased their home, or said they did do some work and did not get a permit, this would be the perfect time to get an HRI.**

## **HOMEOWNER REQUESTED INSPECTION (HRI)**

The HRI from Department of Labor & Industries is designed to identify work that has taken place but did not receive a permit. In many cases, an HRI is required to satisfy lenders there are no unpermitted alterations.

When you buy an HRI, you will need to supply basic site information before making the purchase. An HRI is an inspection only to determine alterations that have taken place without a permit. Any unpermitted work or corrections the inspector finds will require additional permitting.

Buy a permit – there are three different ways:

- By mail: download a Permit & Inspection Application. Mail completed form with your payment to the nearest L&I office.
- Sign up or login to MYL&I: Complete form on-line and make payment
- Go to the nearest L&I office and complete form and make payment

Request the inspection. You can request the inspection online or in person. Your inspector will call you when scheduling inspections in your area. It takes about 10 days for the HIR to take place after you've made the request. At the inspection, the inspector will let you know if work was done without a permit; and give you a report letting you know what permits you will need to be in compliance. Then, if necessary, you will need to buy the required permits and request the inspection.

## **MANUFACTURED OR MOBILE HOMES PERMITS AND INSPECTIONS**

If your client is buying a permit for the first time or are unsure which permit to get:

1. Check to see if you need a permit by checking the list of which alterations require permits could save time and money. You may not need a permit for the type of work you are doing. Or, you may need a different kind of permit, especially if your project includes electrical work.
2. Find out about electrical permits. If the electrical work takes place outside the home, you need an electrical permit. If the electrical work takes place inside your home, you need a manufactured /mobile home permit.
3. Check plan submittal requirements before you buy a permit. Some alterations require you to submit plans for approval before you buy a permit.
4. Find out how much a permit and inspection will cost. The next three pages list the fees.

**WAC 296-150M-3000****Manufactured/mobile home fees.**

<b>DESIGN PLAN FEES:</b>	
STRUCTURAL ALTERATION	\$188.20
RESUBMITTAL FEE	\$73.50
ADDENDUM (Approval expires on the same date as original plan.)	\$73.50
ELECTRONIC PLAN SUBMITTAL FEE \$5.20 per page for the first set of plans and \$1.00 per page for each additional set of plans. These fees are in addition to any applicable design plan fees required under this section.	
<b>DEPARTMENT INSPECTION FEES:</b>	
Combination permit - Mechanical and electrical inspections	\$181.60
Heat pump	\$181.60
Air conditioning	\$181.60
Air conditioning with replacement furnace	\$181.60
Gas furnace installation includes gas piping	\$181.60
Fire safety inspection	\$181.60
<b>MECHANICAL</b>	\$80.70
Gas*** Piping	\$80.70
Wood Stove	\$80.70
Pellet Stove	\$80.70
Gas*** Room Heater	\$80.70
Gas*** Decorative Appliance	\$80.70
Range: Changing from electric to gas***	\$80.70
Gas*** Water Heater Replacement	\$80.50
<b>ELECTRICAL</b>	\$101.00
Electric Water Heater Replacement	\$101.00
Electric Water Heater replacing Gas*** Water Heater	\$101.00
Each added or modified 120 volt circuit (maximum charge is two circuits)	\$101.00
Each added 240 volt circuit (for other than Heat Pumps, Air Conditioners, Furnaces, Water Heaters, Ranges, Hot Tubs or Spas)	\$101.00
Hot Tub or Spa (power from home electrical panel)	\$101.00
Replace main electrical panel/permanently installed transfer equipment	\$101.00
Low voltage fire/intrusion alarm	\$101.00
Any combination of Furnace, Range and Water Heater changing from electric to gas***	\$101.00



<b>PLUMBING</b>	
Fire sprinkler system	\$226.90
Each added fixture	\$60.50
Replacement of water piping system (this includes two inspections)	\$202.50
<b>STRUCTURAL</b>	
Inspection as part of a mechanical/fire safety installation (cut truss/floor joist, sheet rocking)	\$90.60
Reroofs (may require a plan review)	\$161.90
Changes to home when additions bear loads on home per the design of a professional (also requires a plan review)	\$161.90
Other structural changes (may require a plan review)	\$161.90
<b>MISCELLANEOUS</b>	
OTHER REQUIRED INSPECTIONS (Per hour*)	\$66.30
ALL REINSPECTIONS (Per hour*)	\$66.30
Refund	\$20.10
<b>INSIGNIA FEES:</b>	
REISSUED - LOST/DAMAGED	\$20.10
<b>IPIA</b>	
<b>DEPARTMENT AUDIT FEES</b>	
<b>REGULARLY SCHEDULED IPIA AUDIT:</b>	
First inspection on each section (one time only)	\$33.30
Second and succeeding inspections of unlabeled sections (Per hour*)	\$73.50
<b>OTHER IPIA FEES:</b>	
Red tag removal during a regularly scheduled IPIA audit (Per hour*separate from other fees)	\$73.50
Red tag removal at a time other than a regularly scheduled IPIA audit (Per hour* plus travel time* and mileage**)	\$73.50
Increased frequency surveillance (Per hour* plus travel time* and mileage**)	\$73.50
Attendance at manufacturers training classes (Per hour* only)	\$73.50
Subpart "I" Investigations (Per hour* plus travel time* and mileage**)	\$73.50
Alterations to a labeled unit (Per hour* plus travel time* and mileage**)	\$73.50
IPIA Issues/Responses (Per hour* Plus travel time* and mileage**)	\$73.50
Monthly surveillance during a regularly scheduled IPIA audit (Per hour*plus travel time* and mileage**)	\$73.50
Monthly surveillance at a time other than a regularly scheduled IPIA audit (Per hour* plus travel time* and mileage**)	\$73.50

Plant certifications, recertifications and addenda updates (Per hour* plus travel time* and mileage** per each inspector)	\$73.50
Response to HBT Audit during a regularly scheduled IPIA audit (Per hour*)	\$73.50
Response to HBT Audit at a time other than a regularly scheduled IPIA audit (Per hour* plus travel time* and mileage**)	\$73.50
Alternative construction (AC) lesser inspections at placement site (Per hour* plus travel time* and mileage**)	\$73.50
Replacement of HUD labels (Per hour* plus travel time* and mileage**)	\$73.50
State Administrative Agency (SAA) inspection fee (Per hour* plus travel time* and mileage**)	\$73.50
State Administrative Agency (SAA) dispute resolution filing fee	\$73.50
State Administrative Agency (SAA) dispute resolution (Per hour*)	\$73.50
<b>OTHER FEES:</b>	
FIELD TECHNICAL SERVICE (Per hour plus travel time* and mileage**)	\$68.20
PUBLICATION PRINTING AND DISTRIBUTION OF RCWs AND WACs (One free copy per year upon request)	\$13.40
VARIANCE INSPECTION FEE	\$161.60
HOMEOWNER REQUESTED INSPECTION	\$161.60
DECERTIFICATION OF A MOBILE/MANUFACTURED HOME	\$161.60
DEMOLITION OF A MOBILE/MANUFACTURED HOME	\$161.60
ENERGY CONSERVATION PERMIT	\$27.60
<b>NOTE: Local jurisdictions may have other fees that apply.</b>	
* Minimum charge of 1 hour, time spent greater than 1 hour is charged in 1/2 hour increments.	
** Per state guidelines.	
*** Gas means all gases; natural, propane, etc.	

(Statutory Authority: Chapter 43.22 RCW and 2011 1st sp.s. c 50, WSR 12-06-069, § 296-150M-3000, filed 3/8/12, effective 4/30/12. Statutory Authority: Chapters 18.106, 43.22 RCW, 2008 c 285 and c 329, WSR 08-12-042, § 296-150M-3000, filed 5/30/08, effective 6/30/08. Statutory Authority: Chapters 18.27, 18.105, 43.22 and 70.87 RCW, WSR 07-11-128, § 296-150M-3000, filed 5/22/07, effective 6/30/07. Statutory Authority: Chapter 43.22 RCW, WSR 07-06-063, § 296-150M-3000, filed 2/20/07, effective 4/1/07. Statutory Authority: Chapters 18.106, 43.22, and 70.87 RCW, WSR 05-10-066, § 296-150M-3000, filed 5/2/06, effective 6/30/06. Statutory Authority: Chapter 43.22 RCW and 2005 c 389, WSR 05-24-020, § 296-150M-3000, filed 11/29/05, effective 1/1/06. Statutory Authority: Chapters 18.27, 43.22, and 70.87 RCW, WSR 05-12-032, § 296-150M-3000, filed 5/24/05, effective 6/30/05. Statutory Authority: Chapters 18.27 and 43.22 RCW, WSR 04-12-048, § 296-150M-3000, filed 5/26/04, effective 6/30/04. Statutory Authority: RCW 43.22.340, 43.22.400, 43.22.432, 43.22.433,

## HOW TO CONTACT LABOR & INDUSTRIES

[www.lni.wa.gov](http://www.lni.wa.gov)

### L&I Offices:

Aberdeen.....	360-533-8200
Bellevue.....	425-990-1400
Bellingham.....	360-647-7300
Bremerton.....	360-415-4000
Colville.....	509-684-7471
East Wenatchee.....	509-886-6500
Everett.....	425-290-1300
Kennewick.....	509-735-0100
Longview.....	360-575-6900
Moses Lake.....	509-764-6900
Mount Vernon.....	360-416-3000
Port Angeles.....	360-417-2700
Pullman.....	509-334-5296
Seattle.....	206-515-2800
Spokane.....	509-324-2600
Tacoma.....	253-596-3800
Tukwila.....	206-835-1000
Tumwater.....	360-902-5799
Vancouver.....	360-896-2300
Yakima.....	509-454-3700

## AND WHAT ABOUT “TINY HOMES”

Tiny homes are licensed as travel trailers.

Tiny homes can have the title eliminated if the home is over 400 square feet and it meets the same requirements of a manufactured home for elimination.



## FUN FACTS

- VIN NUMBERS – A manufacturer can use the same VIN number more than once! Yes, this is true. So hard to believe but I confirmed it with Department of Licensing. That is why they always ask for the TPO (Title Purpose Only) number, and the make, model and body so they can compare which mobile home it may be if they get numerous VIN numbers alike that come up with a search. A Spokane employee from the DOL said he personally has seen 5 exactly the same on a search done!
- Spokane County Department of Licensing processes between 100-150 mobile home transfers each month....so mobile home transactions are definitely out there and you need to know about them.
- As of 9/1/20, there are over 19,800 mobile/manufactured homes in Spokane County.

## #1 MOBILE HOME “HORROR STORY”

This is a story about two brand new manufactured homes that were being placed on two separate lots in a “community” with title being eliminated with new financing.

### Home sale #1

**Seller: Brown**

**Purchaser: Green**

**Property: 1234 E. First Street, Spokane, Washington to include a 2017 Mobile home with VIN number 456789101112**

**Lender: ABC lending**

**Closed 7/1/17**

**Narrative: Payoff was obtained on the Mobile home which was identified by the VIN number. Property was deeded to purchaser and purchaser obtained financing with ABC Lending and a deed of trust was recorded on the property, to include the mobile home the title being eliminated. Title was eliminated and everything is recorded and completed per instructions.**

**THEN:**

### Home sale # 2

**Seller: Brown (same seller as above)**

**Purchaser: Smith**

**Property: 1256 E. First Street, Spokane, Washington to include a 2017 Mobile Home with VIN number 456789101112**

**Lender: XYZ lending**

**Projected closing date 9/30/17**

**Narrative: Closer orders payoff based on VIN number with the “flooring company” and was told that particular mobile home was already paid off by Mr. Brown. Mr. Brown owned the entire community and therefore had many mobile homes to be sold in this area. After much research by all the parties, it was discovered that when Mr. Brown called for the VIN number to give to the agents so they could write up the PSA, he was given the VIN number for the home at 1256 E. First Street, not 1234 E. First Street as requested.**

**The closing was completed 7/1/17 had the wrong VIN number so the wrong payoff occurred, and everything involved had the wrong information. Deed and deed of trust recorded, title was eliminated and Title insurance was issued. BUT IT WAS ALL WITH THE WRONG VIN NUMBER.**

**So, now, the closer has a new purchase and sale with this particular VIN number on it and goes to order a payoff and is told that it is already paid off. The Brown-Smith closing was to occur 9/30/17 and the closer received loan documents. Of course, it all has the VIN number correct, but that VIN number was used on the Brown-Green transaction in July. The lenders instructions on the Smith purchase instruct to eliminate the title! Well, it was eliminated on the previous sale with a different parcel number and legal.**

**So, now the UNWINDING PROCESS MUST BEGIN.**

1. First, we need an addendum signed by all parties that the wrong VIN number was on the original purchase and sale agreement and note what the new one is.
2. Payoff lender needs to be contacted that the wrong payoff was requested in the Green transaction of which they already delivered the MSO (Manufacturers Statement of Origin which is needed for the elimination process). Will they involve their attorney to complete this process, or do they have an authorized person to handle?
3. New lender needs to be contacted as their note and deed of trust refers to the wrong VIN number so some of their documents will need to be corrected. Will they do this without involving their attorney? Will they give authorization to the escrow to correct and re-record? Either way the purchaser (Green) will need to re-sign
4. Green is threatening a lawsuit, so there is another attorney being brought in
5. Title to the mobile home that has been eliminated will have to be re-titled. Both seller and purchaser will have to sign to UN-eliminate it (if that is even a word, but it is the best way to describe it) that will take time and documents and trips to Department of Licensing.
6. Once that is done, then the mobile home with the correct VIN number for Green will have to be eliminated which would require all parties to sign off again. Thus, the need for L&I inspection, lender required engineering inspection, signed off by title, purchaser, seller and auditor, then recorded.

7. The right payoff will have to be obtained and corrected on the closing statement. Since the wrong payoff was paid off, will the payoff lender apply that money to the right account or what?
8. Title Insurance which has been issued will need to be re-opened for the re-recording. Will lender and purchaser open a claim with Title Company that will involve underwriters?
9. Purchaser will need to contact their insurance company to correct their policy and remit corrected copies to purchaser and lender.
10. Will purchaser Smith's loan discount expire? Will the rate go up? Will they scream damages?
11. Once this is all done, then the closing Brown to Smith can be completed

Will this all be done in one day? Absolutely not – probably in 30-45 days, if we are lucky.

And, who will pay all the fees involved?

Who will be the ringleader in this entire process? Not the closing agents as the closing duties have already been done. And besides, all the above is beyond the LPO's scope of practice. I would think it would need to be done by an attorney.

And, you think you had a bad day.....



## #2 MOBILE HOME “HORROR STORY”

Seller: Estate of John Smith, Jr.

Purchaser: Jones

Property: 1968 Champion Mobile Home on 15 acres of land. Mobile home has not been eliminated and parties do not wish to eliminate it as their plan is to live there for a couple of years and then build where the mobile home is.

Sales price \$100,000.00 – cash

Closing Date 8/1/17

### Narrative:

Closer receives PSA and orders title. Vesting problems on title as this property has been in the family since 1970. John Smith Sr. was original owner, and then when he died it went to his wife, Mary. Mary is now deceased. John and Mary had one son, John Smith Jr. who is also deceased. John Smith Jr. has a wife, Nancy, who is alive and is the next in line to receive the property. No pro-bate was done on any of the estates. Nancy had to produce three death certificates and 3 lack of pro-bates. Closer worked on this for quite a while with title. The closer she realized she needed to work on the title to the mobile home. She asked Nancy if she had the original mobile home title. Nancy did not. Nancy has two adult children who were helping her with this.

It was explained that when “grandpa and grandma” bought this property in 1970 the 1968 mobile home was on the property. In 1973, a tree fell through the mobile home doing quite a bit of damage. They repaired the damage, without obtaining permits from L&I. They also, added a couple of additions to this mobile home, another bedroom, bathroom and deck, with no permits. No VIN numbers could be obtained as they were either painted over or cut off with the new improvements.

Closer called Department of Licensing to see if they could help. She gave them the address and the names. They came up with the address that had a 1968 mobile home on it, but not the current sellers name on it. Without matching up names, they are unable to give out this information as it is NOT public information.

What could be done? Purchaser knows they intend to move this mobile in a couple of years when they build their new home, but without a VIN number and the mobile being changed to their name they would not be able to obtain a “moving certificate”.

Closer explained to purchaser they could obtain a “bonded title” and then would have clear title in their name in 3 years if no one came forward. Purchasers went to their attorney to discuss this as they still felt uncomfortable.

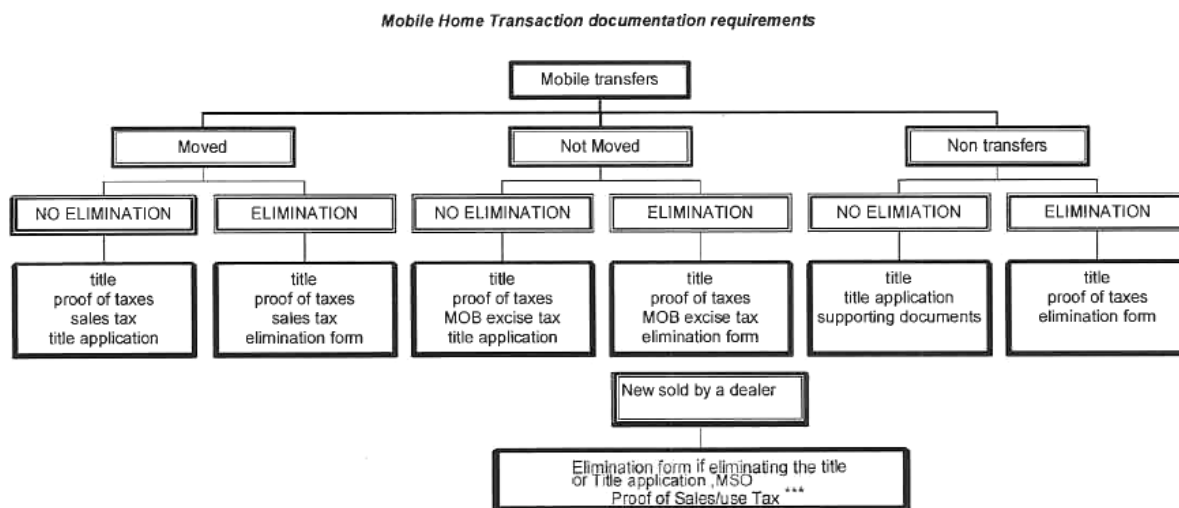
At the eleventh hour, the seller's daughter comes forward with a box she found of "grandmas" that had all the original documents in it from the 1970 purchase! In it was the original mobile home title that was in the name of "grandma" only, not the two of them so that is why it was not confirmed by DOL on the previous phone call.

Closer calls DOL with the correct name and it matches! Now we have all the information to complete the transfer to the purchaser.

Selling agent who has been very involved in this transaction and on the phone with closing agent many times has the company attorney draw up a disclosure for the purchaser to sign that talks about how this home has not had an L&I inspection done at any time from 1970 to present and further understands that there have been many alterations made without permits and inspections and holds the agents free and harmless!

**SMART AGENT.....HE MUST HAVE TAKEN MY MOBILE HOME CLASS!**

## Mobile Home Transaction



*Proof of taxes = proof the personal property taxes have been paid, affidavit from Treasurers office.*

*Mobile Home excise tax affidavit from the Treasurers office, must have been recorded.*

*Proof the sales/use tax have been paid or you must collect the tax.*

*\*\*\* If sold by Washington Dealer the dealer report of sale must be completed on the title application or elimination form*

## NORTHWEST MULTIPLE LISTING SERVICE FORMS

NWMLS#23 Manufactured Home Purchase & Sale Agreement (Home on Leased Land) – this form is used when the mobile home is being purchased on leased land. NEW FORM 7-1-19

Form 23  
Manufactured Home  
Rev. 7/19  
Page 1 of 5

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ALL RIGHTS RESERVED

### MANUFACTURED HOME PURCHASE & SALE AGREEMENT (HOME ON LEASED LAND)

1. **Date:** \_\_\_\_\_ **MLS No.:** \_\_\_\_\_ **Offer Expiration Date:** \_\_\_\_\_

2. **Buyer:** \_\_\_\_\_  
Buyer Buyer Status

3. **Seller:** \_\_\_\_\_  
Seller Seller

4. **Manufactured Home:** Manufacturer: \_\_\_\_\_ Serial No.: \_\_\_\_\_  
 Year: \_\_\_\_\_ Space No.: \_\_\_\_\_ Tax Parcel No(s): \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Base Lease Terms: (check only one)  lease  month to month Monthly Rent: \$ \_\_\_\_\_  
 The Manufactured Home together with the Lease/Rental Agreement are referred to as the "Property."

5. **Included Items:**  existing expansion and/or add-on;  stove/range;  refrigerator;  washer;  dryer;  dishwasher;  satellite dish;  wood stove;  fireplace insert;  security system;  hot tub;  attached television(s);  attached speaker(s);  microwave;  generator;  other \_\_\_\_\_

6. **Purchase Price:** \$ \_\_\_\_\_ Dollars

7. **Earnest Money:** \$ \_\_\_\_\_  Check;  Note;  Other \_\_\_\_\_ (held by  Selling Firm;  Closing Agent)

8. **Default:** (check only one)  Forfeiture of Earnest Money;  Seller's Election of Remedies

9. **Closing Agent:** \_\_\_\_\_  
Company Individual (optional)

10. **Closing Date:** \_\_\_\_\_; **Possession Date:**  on Closing;  Other \_\_\_\_\_

11. **Services of Closing Agent for Payment of Utilities:**  Requested (attach NWMLS Form 22K);  Waived

12. **Buyer Review of Rules/Regulations:**  Waived;  Contingent on Buyer's disapproval \_\_\_\_\_ days after receipt of mobile home park rules and regulations

13. **Lease/Rental Agreement Contingency:** Contingent on Buyer's disapproval \_\_\_\_\_ days after mutual acceptance

14. **Approval of Buyer:** Contingent on mobile home park's approval of Buyers within \_\_\_\_\_ days after mutual acceptance

15. **Agency Disclosure:** Selling Broker represents:  Buyer;  Seller;  both parties;  neither party  
 Listing Broker represents:  Seller;  both parties

16. **Addenda:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Buyer's Signature	Date	Seller's Signature	Date
Buyer's Signature	Date	Seller's Signature	Date
Buyer's Address		Seller's Address	
City, State, Zip		City, State, Zip	
Phone No.	Fax No.	Phone No.	Fax No.
Buyer's E-mail Address		Seller's E-mail Address	
Selling Firm	MLS Office No.	Listing Firm	MLS Office No.
Selling Broker (Print)	MLS LAG No.	Listing Broker (Print)	MLS LAG No.
Firm Phone No.	Broker Phone No.	Firm Phone No.	Broker Phone No.
Firm Fax No.		Firm Fax No.	
Selling Firm Document E-mail Address		Listing Firm Document E-mail Address	
Selling Broker's E-mail Address		Listing Broker's E-mail Address	
Selling Broker DOL License No.	Selling Firm DOL License No.	Listing Broker DOL License No.	Listing Firm DOL License No.

**MANUFACTURED HOME PURCHASE & SALE AGREEMENT  
 (HOME ON LEASED LAND)**  
*Continued*

- a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures. 1  
2  
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4  
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- b. **Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein. 7  
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Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof. 22  
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- c. **Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls. Unless otherwise agreed, if any of the above items are leased or encumbered, Seller shall acquire clear title before Closing. 39  
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- d. **Condition of Title to Manufactured Home.** Title to the Manufactured Home has not been eliminated and the Manufactured Home is personal property under Washington law. The Manufactured Home shall be conveyed at closing by a bill of sale in the form of LPB 30-05(i) or LPB 30-05(r), as appropriate, and shall be conveyed free and clear of any monetary obligation or security interest. If applicable, Seller shall convey the vehicle title to the Manufactured Home to Buyer. 46  
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- e. **Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the 50  
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 Buyer's Initials                      Date                      Buyer's Initials                      Date                      Seller's Initials                      Date                      Seller's Initials                      Date

**MANUFACTURED HOME PURCHASE & SALE AGREEMENT  
(HOME ON LEASED LAND)**  
*Continued*

Buyer is provided possession. Seller shall either repair or replace any system or appliance (including, but not limited to plumbing, heat, electrical, and all Included Items) that becomes inoperative or malfunctions prior to Closing with a system or appliance of at least equal quality. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property and systems/appliances as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. If possession transfers at a time other than Closing, the parties shall execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable.

RCW 19.27.530 requires the seller of any owner-occupied single-family residence to equip the residence with a carbon monoxide alarm(s) in accordance with the state building code before a buyer or any other person may legally occupy the residence following the sale. RCW 43.44.110 requires the seller of a dwelling unit, that does not have at least one smoke detection device, to provide at least one smoke detection device in the unit before the buyer or any other person occupies the unit following a sale. The parties acknowledge that the Brokers are not responsible for ensuring that Seller complies with RCW 19.27.530 or RCW 43.44.110. Buyer and Seller shall hold the Brokers and their Firms harmless from any claim resulting from Seller's failure to install a carbon monoxide alarm(s) or smoke detector(s) in the Property.

**f. Closing Costs and Prorations.** Seller and Buyer shall each pay one-half of the escrow fee. Rent, and obligations pursuant to the Lease or Rental Agreement, shall be prorated as of Closing. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. If any payments are delinquent on encumbrances on the Manufactured Home which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due to, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 11, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent). Seller will pay such charges that are encumbrances at the time of Closing, or that are or become due on or before Closing.

**g. Sale Information.** Listing Broker and Selling Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information and copies of documents concerning this sale.

**h. Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Selling Broker, or at the licensed office of Selling Broker. Documents related to this Agreement, such as NWMLS Form 17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.

Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Selling Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.

**i. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday,

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Buyer's Initials                      Date                      Buyer's Initials                      Date                      Seller's Initials                      Date                      Seller's Initials                      Date

**MANUFACTURED HOME PURCHASE & SALE AGREEMENT  
 (HOME ON LEASED LAND)**  
*Continued*

Sunday, legal holiday as defined in RCW 1.16.050 or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday or day when the county recording office is closed. Time is of the essence of this Agreement. 112 113 114

**j. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature. 115 116 117 118

**k. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement. 119 120 121

**l. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply: 122 123

**i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure. 124 125

**ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity. 126 127 128 129

**m. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses. 130 131 132 133 134

**n. Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party pursuant to General Term h. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 135 136 137 138

**o. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term h. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 139 140 141 142 143 144

**p. Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn. 145 146 147

**q. Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as a dual agent. If Selling Broker and Listing Broker are the same person representing both parties as dual agents then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 148 149 150 151 152 153 154 155 156

**r. Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement. 157 158 159 160 161 162 163 164

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 Buyer's Initials                      Date                      Buyer's Initials                      Date                      Seller's Initials                      Date                      Seller's Initials                      Date

**MANUFACTURED HOME PURCHASE & SALE AGREEMENT  
 (HOME ON LEASED LAND)**  
*Continued*

- s. **Cancellation Rights/Lead-Based Paint.** If the Manufactured Home was built prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter. 165-166-167
- t. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 168-169-170-171
- u. **Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers have agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers. 172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191
- v. **Park Rules and Regulations Contingency.** Unless waived in Specific Term No. 12, this Agreement is contingent on Buyer's review of any applicable mobile home park rules and regulations, if any, which Seller shall provide to Buyer within 3 days of mutual acceptance. Buyer's approval shall be conclusively deemed given unless Buyer gives notice of disapproval by the date specified in Specific Term No. 12. 192-193-194-195
- w. **Assumption of Lease/Rental Agreement Contingency.** This Agreement is contingent on Buyer's ability to assume the Lease/Rental Agreement for the Property on which the Manufactured Home is located on terms acceptable to Buyer. This contingency shall be conclusively deemed waived unless Buyer gives notice by the date specified in Specific Term No. 13 that Buyer is unable or unwilling to assume the Lease/Rental Agreement. Upon Closing, Buyer shall assume the Lease/Rental Agreement for the Property. 196-197-198-199-200
- x. **Approval of Buyer.** This Agreement is contingent on the mobile home park's approval of Buyer. This contingency shall be conclusively deemed waived unless Buyer gives notice by the date specified in Specific Term No. 14 that the mobile home park disapproved of Buyer. 201-202-203
- y. **Department of Labor and Industries Compliance Inspection.** Buyer is advised that manufactured homes are subject to regulation by the Washington State Department of Labor and Industries ("L&I"). L&I imposes special regulations on manufactured homes, including regulations pertaining to the permitting and inspection of alterations to manufactured homes. Accordingly, in addition to any inspection rights Buyer may have pursuant to this Agreement, including the Inspection Addendum (NWMLS Form 35), Buyer shall have 10 days to inspect the manufactured home on the Property for the purposes of compliance with L&I regulations. On or before the end of this inspection period, Buyer may give notice of any L&I compliance deficiencies. Upon Buyer's notice, Seller shall have 15 days to give notice that Seller has remedied the deficiencies or this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 204-205-206-207-208-209-210-211

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 Buyer's Initials                      Date                      Buyer's Initials                      Date                      Seller's Initials                      Date                      Seller's Initials                      Date



**NWMLS Form 22 MH – Manufactured Home Addendum NEW FORM AS OF 7-1-19**

Form 22MH  
 Manufactured Home Addendum  
 Rev. 7/19  
 Page 1 of 1

**MANUFACTURED HOME ADDENDUM**

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 Northwest Multiple Listing Service  
 ALL RIGHTS RESERVED

The following is part of the Purchase and Sale Agreement dated \_\_\_\_\_ 1  
 (the "Agreement") between \_\_\_\_\_ ("Buyer") 2  
Buyer Buyer  
 and \_\_\_\_\_ ("Seller") 3  
Seller Seller  
 concerning \_\_\_\_\_ (the "Property"). 4  
Address City State Zip

**1. Property Description.** Manufacturer: \_\_\_\_\_ 5  
 VIN No.: \_\_\_\_\_ 6  
 Year: \_\_\_\_\_ 7

**2.  Title Elimination.** The certificate of ownership ("Title") to the manufactured home on the Property shall be 8  
 eliminated as provided for in Washington Administrative Code Section 308-56A-505 prior to Closing. Seller 9  
 shall, at Seller's expense, make a good faith effort to eliminate Title and provide notice to Buyer thereof no 10  
 less than \_\_\_\_\_ days (5 days, if not filled in) before Closing. If Seller fails to timely eliminate title and 11  
 give notice thereof, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 12

**No Title Elimination.** The certificate of ownership ("Title") to the manufactured home on the Property will 13  
 not be eliminated prior to Closing. The manufactured home shall be transferred as personal property 14  
 pursuant to Washington Administrative Code Section 308-56A-525. 15

**3. Department of Labor and Industries Compliance Inspection.** Buyer is advised that manufactured homes, 16  
 including manufactured homes with title eliminated, are subject to regulation by the Washington State 17  
 Department of Labor and Industries ("L&I"). L&I imposes special regulations on manufactured homes, including 18  
 regulations pertaining to the permitting and inspection of alterations to manufactured homes. Accordingly, in 19  
 addition to any inspection rights Buyer may have pursuant to this Agreement, including the Inspection Addendum 20  
 (NWMLS Form 35), Buyer shall have \_\_\_\_\_ days (20 days, if not filled in) from mutual acceptance to 21  
 inspect the manufactured home on the Property for the purposes of compliance with L&I regulations. On or 22  
 before the end of this inspection period, Buyer may give notice of any L&I compliance deficiencies. Upon Buyer's 23  
 notice, Seller shall have \_\_\_\_\_ (15 days, if not filled in) to give notice that Seller has remedied the 24  
 deficiencies or this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 25

**4. Conflicts Between Addendum and Agreement.** To the extent of any conflicts or inconsistencies between the 26  
 Agreement and this Addendum, the terms of this Addendum shall control. 27

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 Buyer Date

\_\_\_\_\_  
 Seller Date

\_\_\_\_\_  
 Buyer Date

\_\_\_\_\_  
 Seller Date




STATE OF WASHINGTON, DEPARTMENT OF LICENSING  
MOBILE HOME TITLE FORMS

Manufactured Home Application:

A manufactured home can either be title as personal property and receive a title, or the home may be recorded as real property within the county it is located. Use the Manufactured Home Application to do one of the following:

1. Transfer in location- to transfer a manufactured home as real property and not receive a title
2. Title Elimination
3. Removal from Real Property

RETURN RECORDED DOCUMENT TO:

 <b>WASHINGTON STATE DEPARTMENT OF LICENSING</b>		<b>Manufactured Home Application</b>		<b>Please check one:</b> <input type="checkbox"/> Title Elimination <input type="checkbox"/> Transfer in Location <input type="checkbox"/> Removal from Real Property	
For full instructions on completing this form, see <a href="#">Manufactured Home Application Instructions</a> , form TD-420-730.					
<b>1 Manufactured Home</b>					
Title purpose only (TPO)/ Plate no.	Year	Make	Length/Width (feet)	Vehicle identification no. (VIN)	
			<b>X</b>		
<b>2 Land</b>					
Manufactured home will be <input type="checkbox"/> Affixed <input type="checkbox"/> Removed		Real property Tax parcel no. _____ Legal description on page _____			
Lot	Block	Plat name or Section/Township/Range		Quarter/ Quarter section	
Manufactured home physical location (Street address, City, State, ZIP code)					Is location mobile home park? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>3 Grantor(s) Registered/ Legal Owner(s) – Additional names on page _____</b>					
County no.	No. registered owners	No. legal owners	Grantee name (if applicable)		
Name of registered owner				Washington driver license or UBI no.	
Name of additional registered owner				Washington driver license or UBI no.	
				Ownership – Joint tenants w/right of survivorship (JTWROS) <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address (Address, City, State, ZIP code)					
Name of legal owner				Washington driver license or UBI no.	
Name of additional legal owner				Washington driver license or UBI no.	
Address (Address, City State, ZIP code)					
I certify under penalty of perjury under the laws of the state of Washington that I am/we are the registered owner(s) of this manufactured home and the foregoing information is true and correct.					
Date and place (city or county) signed		<b>X</b>		Registered owner signature	
		<b>X</b>		Title, if signing for a business	
Date and place (city or county) signed		<b>X</b>		Registered owner signature	
		<b>X</b>		Title, if signing for a business	
<b>Notarization/Certification</b>					
		State of _____ County of _____			
		Signed or attested before me on _____			
(Seal or stamp)		by _____ by _____		Print registered owner name	
		Print registered owner name		<b>X</b>	
		Notary printed or stamped name		Notary signature	
		Title		and Dealer/county office number or notary expiration	

Manufactured home TPO/Plate or Vehicle Identification number (VIN) \_\_\_\_\_

<b>4 Title Company Certification</b>		
PRINT or TYPE Name of person signing	Title company name	
Position	(Area code) Telephone no.	
I certify that the legal description of the land and ownership is true and correct according to the real property records.		
<b>X</b>		
Signature		Date
<b>5 Building Permit Office Certification</b>		
I certify that		
<input type="checkbox"/> the manufactured home has been affixed to the real property as described.		
<input type="checkbox"/> a building permit has been issued for this purpose and the attachment will be inspected upon completion.		
PRINT or TYPE Name of person signing	Building permit office	Building permit no.
Position	(Area code) Telephone no.	
<b>X</b>		
Signature		Date
<b>6 Signature of Legal Owner(s)</b>		
Signature of legal owner indicates consent for Elimination of Title or Removal from real property.		
<b>X</b>		
Legal owner signature		Title, if signing for a business
<b>X</b>		
Legal owner signature		Title, if signing for a business
<b>Notarization/Certification</b>	State of _____, County of _____	
	Signed or attested before me on _____	
(Seal or stamp)	by _____	by _____
	Print legal owner name	Print legal owner name
	Notary printed or stamped name	Notary signature
	Title	and <b>X</b> Dealer/county office number or notary expiration
<b>7 Land Description</b>		
Legal description of land		

**Manufactured home TPO/Plate or Vehicle Identification number (VIN)** \_\_\_\_\_

<b>8 Dealer Report of Sale</b> – Selling dealer complete this section					
PRINT or TYPE Dealer name				Washington dealer no.	
Date of sale	Purchase price		Tax jurisdiction/ Tax rate		
<input type="checkbox"/> Sales Tax Exempt – Sale to a Certified Tribal member on the reservation ( <i>attach notarized statement of delivery</i> ).					
I certify under penalty of perjury under the laws of the state of Washington that this information is correct. The manufactured home is clear of encumbrances except as shown. Any required sales tax has been collected.					
Date and place (city or county) signed			X Dealer authorized signature		
<b>9 County Auditor/Agent Licensing Office Approval</b> ( <i>not for use by subagents</i> )					
PRINT or TYPE Name				County office/VFS operator no.	
I certify that the above application appears to be completed correctly, and the applicant has sufficient documentation to proceed with the recording of this form.					
			X Signature _____ Date _____		
<b>10 Title Fees</b>					
Filing fee	Application	Mobile home fee	Elimination fee	Use tax	Subagent fees
					Total fees and tax

**Anyone who knowingly makes a false statement of a material fact is guilty of a felony, and upon conviction may be punished by a fine, imprisonment, or both. RCW 46.12.750**

**VEHICLE TITLE APPLICATION:**

This form will be used when the mobile home only is being purchased

**Vehicle Record Request**

File # (Disclosure only)

Use this form to request copies of records for vehicles, motorcycles, snowmobiles, motor homes, mobile homes and trailers you own or have owned.

- Information about abandoned/unauthorized vehicles will not be disclosed. See RCW 46.55 for details. Contact a registered tow truck company for removal.
- To obtain or replace titles, tabs, registration, certificates or plates, visit [www.dol.wa.gov](http://www.dol.wa.gov)
- For assistance concerning titles and licensing, contact your local county auditor or visit a local vehicle licensing office. If you need further help, contact Customer Service at 360-902-3770, option #5.

**Requests by public and government—FREE**

Complete and sign this page only then submit it using one of the methods below. Requests are processed in the order received.

**Requests by businesses—\$2.00 per record**

Complete and sign both pages of this form, include any required documents, and submit by using one of the methods listed below. Mail a check payable to the Department of Licensing or an invoice will accompany our response. We do not accept credit cards.

Allow 10 days for processing. Provide your email address and the records can be sent sooner.

<b>Email</b> (quickest) recordrequests@dol.wa.gov Print and scan or upgrade to Adobe Reader XI or above)	<b>Mail</b> Vehicle Records Disclosure Unit Department of Licensing PO Box 2957 Olympia, WA 98507	<b>Fax</b> (360) 570-7088
--	---	------------------------------

**Your information**

PRINT or TYPE your name (Last, First, Middle)		Business/Agency/Jurisdiction name, if applicable		CFS # if applicable	
Mailing address			City		State ZIP code
(Area code) Telephone number	(Area code) Fax number	Email (quickest)		Return records to me by (check one) <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> U.S. mail	

**Vehicle information** (records older than six years are purged and no longer exist)

Year	Make	Model	License plate number	Vehicle identification number (VIN)
------	------	-------	----------------------	-------------------------------------

**Answer the following**

- Is the vehicle in your possession? .....  Yes  No
- If "yes," how did you obtain it? \_\_\_\_\_
- Owner name/address if known: \_\_\_\_\_
- What information do you need? (For mobile homes, include size, VIN, location or owner/address if known)  
 Seller's report of sale  Current owner  Title history  
 Or describe what you need: \_\_\_\_\_
- How will you use the records? \_\_\_\_\_

Knowingly making a false statement or concealing a material fact required in this request or making false representation to obtain any personal information from a motor vehicle record is subject to federal criminal fines.

**Signature required**

By signing or typing your name, you are certifying under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

## Mobile Home Notice Affidavit:

Sellers of mobile home manufactured before 1976, must use this form to notify the buyer that local jurisdictions may deny a permit to site the mobile home. This may happen if the mobile home fails to meet either:

- Federal Housing and Urban Development standards or
- Fire and safety inspection by the Department of Labor and Industries



### Mobile Home Notice Affidavit

Sellers of a mobile home manufactured before June 15, 1976, must use this form to notify the buyer that local jurisdictions may deny a permit to site the mobile home. This may happen if the mobile home fails to meet either:

- Federal Housing and Urban Development standards or
- Fire and safety inspection by the Department of Labor and Industries

This form **does not** transfer ownership. To transfer ownership of a mobile home, all registered owners must sign the Vehicle Certificate of Title releasing their ownership. For additional information on transferring ownership, visit [dol.wa.gov](http://dol.wa.gov).

#### Mobile home information

TPC/Plate number	Year	Make	Length/Width (feet)	Vehicle identification number (VIN)
			<b>X</b>	

I have provided notice to the buyer(s) of the mobile home described above that local jurisdictions may deny a permit to site the mobile home. ....  Yes  No

*I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.*

PRINTED Name of seller/transferor

**X**

Signature of seller/transferor

Date and place (city or county) signed

## Mobile/Manufactured Home Sales Report

This form is used when anytime ownership changes (adding an owner, purchase of a Mobile) or the Mobile is moved (transfer in location). Not required when adding or deleting a legal owner.

Date Processed \_\_\_\_\_ TPO # \_\_\_\_\_

### Mobile / Manufactured Home Sale Report

Year of Home \_\_\_\_\_ Length \_\_\_\_\_ Width \_\_\_\_\_ Make \_\_\_\_\_

Model Name \_\_\_\_\_ Serial/VIN Number \_\_\_\_\_

Purchase Price \_\_\_\_\_ Date of Purchase \_\_\_\_\_  
(Do not include Sales tax)

Destination/Location of Home \_\_\_\_\_  
(Street no., name, type, direction)

City \_\_\_\_\_ State \_\_\_\_\_ County \_\_\_\_\_

Parcel # \_\_\_\_\_

Do you own the land where the home is located? Yes \_\_\_\_\_ No \_\_\_\_\_

If not, the land owner is: \_\_\_\_\_

Name of Mobile Home Park \_\_\_\_\_ Space # \_\_\_\_\_

Purchaser's Name: \_\_\_\_\_

Purchaser's Address: \_\_\_\_\_  
(Street no., name, type, direction)

\_\_\_\_\_ (City, State, Zip Code)

Seller's Name: \_\_\_\_\_

If mobile home was moved or is to be moved please indicate the previous location (address) of the home below:

\_\_\_\_\_ (Street no., name, type, direction)

\_\_\_\_\_ (City, State, Zip Code)

Assessor's Parcel No. \_\_\_\_\_



## Vehicle/Vessel Bill of Sale:

This form is used to gather necessary information when you sell your vehicle or vessel. Completing this form does not transfer the title or act as a Report of Sale.



### Vehicle/Vessel Bill of Sale

This form is used to gather necessary information when you sell your vehicle or vessel. **Completing this form does not transfer the title or act as a Report of Sale.** To complete the transaction, the buyer and seller have the following responsibilities:

**Buyer:** To apply for a new title in your name, take the Certificate of Ownership (Title) and this Bill of Sale to your local vehicle licensing office and pay the required fees and taxes. You must apply within 15 days of acquiring the vehicle/vessel or you will be charged a late fee of \$25 beginning on the 16th day, and \$2 for each day after, up to a maximum of \$100. Note: This transfer may require an emissions test.

**Seller:** Submit a completed Report of Sale within 5 days from the date of sale. The Report of Sale releases your liability from the vehicle or vessel. You can report the sale by filling out the Report of Sale section attached to the title, in person at any vehicle licensing office, or online (vehicle only) at [www.dol.wa.gov](http://www.dol.wa.gov).

Depending on your specific situation, other forms may be necessary to complete the transfer of ownership. For more information, contact customer service at (360) 902-3770. Forms are available online at [www.dol.wa.gov](http://www.dol.wa.gov) or at any vehicle licensing office.

#### Vehicle/Vessel information

Sale of (check one) <input type="checkbox"/> Vehicle <input type="checkbox"/> Vessel		Year	Make	Model
License plate/Registration number	Vehicle/Hull identification number (VIN/HIN)		Date of sale	Sale price

#### Seller information

Seller name(s)		
Seller address		
City	State	ZIP code

#### Buyer information

Buyer name(s)		
Buyer address		
City	State	ZIP code

**X** \_\_\_\_\_  
Buyer signature

**X** \_\_\_\_\_  
Buyer signature

**X** \_\_\_\_\_  
Seller signature

**X** \_\_\_\_\_  
Seller signature



## Repossession Affidavit:

This form is used to repossess a vehicle or vessel.



## Repossession Affidavit

Use this form to report repossession of a vehicle or vessel.  
Take this completed form and a Vehicle Certificate of Ownership (Title) Application or Vessel Title Application to any vehicle licensing office.

License plate/Registration number	Year	Make	Series/Body type
Vehicle (VIN) or vessel (HIN) identification number			

I certify under penalty of perjury, that I am the \_\_\_\_\_  
Title or position

of \_\_\_\_\_  
Name of company or corporation

located at \_\_\_\_\_  
Company or corporate address

We are the legal owner(s) of this vehicle/vessel now in our possession due to a default on a security agreement.

We have legally repossessed this vehicle/vessel on \_\_\_\_\_  
Date of repossession

from \_\_\_\_\_  
Name of registered owner

at \_\_\_\_\_  
Address of registered owner

An application for transfer of ownership accompanies this affidavit and is based upon the repossession of this vehicle or vessel.

\_\_\_\_\_  
PRINT or TYPE name of legal owner representative

**X**  
\_\_\_\_\_  
Signature of legal owner representative

<b>Notarization/Certification</b>	
State of Washington	Signed or attested
County of _____	before me on _____
	by _____
	Signature _____
Seal or Stamp	Name _____
	Printed or stamped name
	Title _____
	_____ Dealer or county/office number or notary expiration date

We are committed to providing equal access to our services.  
If you need accommodation, please call (360) 902-3600 or TTY (360) 664-0116.

TD-420-042 (RM) 1/1/04





## Release of Interest/Power of Attorney

Any lienholder with an interest needs to sign this document before a notary in order to release their lien. It is also used to have purchaser and seller execute to grant a power of attorney to a party, or to the closer to be used in case needed at time of the transfer documents.

License/Registration number	Vehicle or Hull Identification number (VIN or HIN)	Model year	Make	Model
<b>Release of interest</b>				
<b>Lienholder</b> – Businesses do not need a notarized/certified signature with a current Washington title. <b>If not a business, your signature must be notarized or certified.</b>				
I release all interest in the above described vehicle/vessel.				
<i>I certify under penalty of perjury of the laws of the state of Washington that the foregoing is true and correct.</i>				
TYPE or PRINT Lienholder/Business name	Title if business	<b>X</b> Signature of person releasing interest		
TYPE or PRINT Lienholder/Business name	Title if business	<b>X</b> Signature of person releasing interest		
<b>Registered owner</b> – Signature must be notarized or certified.				
I release all interest in the above described vehicle/vessel.				
<i>I certify under penalty of perjury of the laws of the state of Washington that the foregoing is true and correct.</i>				
TYPE or PRINT registered owner name	Driver license or ID card number	(Area code) Phone number	<b>X</b> Signature of registered owner	
TYPE or PRINT registered owner name	Driver license or ID card number	(Area code) Phone number	<b>X</b> Signature of registered owner	
<b>Notarization/Certification</b>				
You don't need your signature notarized if you sign in front of a vehicle licensing agent, who can certify your signature.				
State of _____		County of _____		
(Seal or stamp)		Signed or attested before me on _____		by _____
		Name of person signing this document		
		Notary/Agent/Subagent signature		
		Notary printed or stamped name		
Title _____		and _____ Dealer or county/office number or notary expiration date		
<b>Power of attorney</b> – Signature must be notarized or certified				
I appoint _____ to act as my attorney-in-fact to sign all papers and documents that may be necessary in order to secure, or release, Washington title and/or registration for the vehicle/vessel described above. I agree to guarantee and save the state of Washington, and the Director of Licensing, from all responsibility for any legal action which might arise from the issuance of a Washington certificate of title and/or registration for this vehicle/vessel.				
Name of person granting Power of Attorney	Driver license/ID card number	(Area code) Phone number	<b>X</b> Signature of person granting Power of Attorney	
Name of person granting Power of Attorney	Driver license/ID card number	(Area code) Phone number	<b>X</b> Signature of person granting Power of Attorney	
<b>Notarization/Certification</b>				
You don't need your signature notarized if you sign in front of a vehicle licensing agent, who can certify your signature.				
State of _____		County of _____		
(Seal or stamp)		Signed or attested before me on _____		by _____
		Name of person signing this document		
		Notary/Agent/Subagent signature		
		Notary printed or stamped name		
Title _____		and _____ Dealer or county/office number or notary expiration date		

TD-490-050 (R) 12/16/94

## STATE OF WASHINGTON, DEPARTMENT OF REVENUE FORMS

One of the following forms will be used in the sale of a mobile home. Will it be excise tax based on the rate schedule or sales tax which varies from 8.8 to 9.0 locally?



### MOBILE HOME REAL ESTATE EXCISE TAX AFFIDAVIT

Submit to County Treasurer of the county in which property is located.

Chapter 82.45 RCW  
Chapter 458-61A WAC

This form is your receipt when stamped by cashier.

FOR USE WHEN TRANSFERRING TITLE TO MOBILE HOME ONLY

PLEASE TYPE OR PRINT  
INCOMPLETE AFFIDAVITS WILL NOT BE ACCEPTED

REGISTERED OWNER	Name	NEW REGISTERED OWNER	Name
	Street		Street
	City State Zip Code		City State Zip Code
LOCATION OF MOBILE HOME	Name	LEGAL OWNER	Name
	Street		Street
	City State Zip Code		City State Zip Code

PERSONAL PROPERTY PARCEL or ACCOUNT NO. _____ LIST ASSESSED VALUE(S) \$ _____	REAL PROPERTY PARCEL or ACCOUNT NO. _____ LIST ASSESSED VALUE(S) \$ _____
---	---

MAKE	YEAR	MODEL	SIZE	SERIAL NO. or I.D.	REVENUE TAX CODE NO.

Date of Sale _____	
Taxable Sale Price.....	\$ _____
Excise Tax: State.....	\$ 0.00
Location Local.....	\$ 0.00
Delinquent Interest: State.....	\$ _____
Local.....	\$ _____
Delinquent Penalty.....	\$ _____
Subtotal.....	\$ 0.00
State Technology Fee.....	\$ 5.00
Affidavit Processing Fee.....	\$ _____
<b>Total Due.....</b>	<b>\$ 10.00</b>
If exemption claimed, WAC number & title: WAC No. (Sec/Sub) _____ WAC Title _____	
<b>A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX.</b>	

**AFFIDAVIT**

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Signature of  
**Grantor/Agent** \_\_\_\_\_

Name (print) \_\_\_\_\_

Date and Place of Signing: \_\_\_\_\_

Signature of  
**Grantee/Agent** \_\_\_\_\_

Name (print) \_\_\_\_\_

Date & Place of Signing: \_\_\_\_\_

<b>TREASURER'S CERTIFICATE</b> I hereby certify that property taxes due _____ County on the mobile home described hereon have been paid to and including the year _____. _____ Date County Treasurer or Deputy
--

If, in selling (or otherwise transferring ownership of) a mobile home which possesses a tax lien, the seller does not inform the buyer (new owner) of such a lien, the seller is guilty of deliberate deception as it applies to Fraud and/or Theft as defined in Title 9 and 9A RCW (RCW 9A.43.060, RCW 9A.56.010 (4d), and RCW 9A.56.020).

**THIS SPACE - TREASURER'S USE ONLY**

Use Tax Return, when the mobile home is being moved, the buyer will pay the local Sales Tax



OFFICE USE ONLY

TAX

Period/year  /

## Consumer Use Tax Return

Use this return to report and pay use tax on items you purchased without paying Washington sales tax. Questions? Call us at 1-800-647-7706.

Do not use this form if you are:

- **A business.** Report use tax for business-related purchases on your combined excise tax return. If your business does not have an assigned reporting frequency, then you may use this form.
- **Reporting use tax on automobiles, vessels, or airplanes.** Use tax on automobiles, vessels or airplanes must be paid by contacting your local Revenue office or vehicle licensing office.

### Purchase information

- \* To find the **Location Code** and **Total Tax Rate**, use the [Tax Rate Lookup Tool](#) on our website. The location code refers to the address where the item was first used in Washington (usually your home).
- \*\* If you made purchases in a state with a tax rate lower than Washington State, enter taxes paid next to **Credit for taxes paid\*\***.

General Description of Item(s) Purchased	Location Code* (45)	Item Value (i.e. purchase price)	Total Tax Rate* (Enter as a decimal: 0.087)	Tax Due
		\$	x =	\$
		\$	x =	\$
		\$	x =	\$
		\$	x =	\$
		\$	x =	\$
Total value of all items (ps)		\$	Subtotal	\$
			Credit for taxes paid**	-\$
			<b>Total use tax due</b>	<b>\$</b>

### Your information

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Make check payable to: Department of Revenue

Mail return and check to: Washington State Department of Revenue  
PO Box 94481  
Seattle, WA 98124-6781

For tax assistance or to inquire about the availability of this document in an alternate format, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711.

REV 40 2412 (7/12/13)



## WASHINGTON STATE LIMITED PRACTICE BOARD FORM:

Personal Property Security Agreement: This form is used when the mobile home is being purchased without land, and the seller will be financing the transaction.

### Personal Property Security Agreement

*(This form is intended for use in Washington State consumer transactions and for related personal property specified in Exhibit A; it is not intended for general use in commercial or business transactions. Typically the Washington State Limited Practice Officer will find this agreement useful in residential appliance, vehicle and mobile home secured transactions.)*

This Security Agreement (this "Agreement") is made as of the date (the "Effective Date") set forth in Exhibit A attached to and incorporated into this Agreement, by the debtor(s) indicated shown in Exhibit A (individually and collectively, whether one or more in number, and jointly and severally if more than one, referred to herein as "Debtor") for the benefit of the secured party shown in Exhibit A (individually and collectively, whether one or more in number, referred to herein as "Secured Party").

This Agreement is entered into in connection with Debtor's promissory note or other evidence of indebtedness to Secured Party described in Exhibit A, and dated, in the original principal amount and with the final maturity all as shown in Exhibit A (the "Indebtedness").

Debtor agrees as follows for the benefit of Secured Party as follows:

#### 1. Certain Definitions. As used in this Agreement:

- (a) "Collateral" means all of the personal property of Debtor listed on Exhibit A, together with:
- (1) all present and future substitutions, replacements, appurtenances and accessions relating to any of such property and all property with which such property is commingled;
  - (2) all of the books and records pertaining to any of the property described on Exhibit A; and
  - (3) all proceeds of the property listed on Exhibit A; and
  - (4) all amounts now and in the future owed by Secured Party or any affiliate of Secured Party to Debtor and/or on deposit in any account maintained by Debtor with Secured Party or any affiliate of Secured Party.
- (b) "Event of Default" has the meaning set forth in Section 6 of this Agreement.
- (c) "Obligations" means all of the following:
- (1) Debtor's obligations under the Indebtedness, this Agreement, and all other agreements and instruments executed and delivered by Debtor and/or by any other Obligor or person, singly or jointly as evidence of, security for, as guaranty or otherwise in connection with the Obligations of Debtor to Secured Party, including any costs of collection;
  - (2) the repayment of any amounts that Secured Party may advance or spend for the maintenance or preservation of the Collateral and any other expenditures that Secured Party may make under the provisions of this Agreement or for the benefit of Debtor;
  - (3) all amounts owed under any modifications, renewals or extensions of any of the foregoing obligations; and
  - (4) any of the foregoing that arises after the filing of a petition by or against Debtor under the Bankruptcy Code.
- (d) "Obligor" means individually and collectively Debtor, each person primarily or secondarily liable for repayment of any of the Obligations, and each party who has granted security for repayment of the Obligations.
- (e) "UCC" means the Washington Uniform Commercial Code (RCW 62A.9A-101 et. seq.) Any term defined in the UCC and not defined in this Agreement has the meaning given to that term in the UCC.

2. Grant of Security Interest. Debtor grants a security interest in the Collateral to Secured Party to secure the payment and performance of the Obligations.

Debtor's initials \_\_\_\_\_

LFD 73-08  
Page 1 of 9

## MOBILE HOME FEES

TRANSFER OF OWNERSHIP: **(increases 7-28-19)**

Not in a park: \$50.50 to DOL

In a park: \$100.00 - \$500.00\*

**\*The mobile home park fee has increased to .25% of the sales price with a minimum of \$100.00 and maximum of \$500.00 – so all MOB sales under \$40,000 will pay the \$100.00 minimum.**

TITLE ELIMINATION: \$75.50 to DOL

Recording: \$204.50 to Auditor (1<sup>st</sup> page)

(\$1.00 per page after 1<sup>st</sup> page- usually 3 pages = \$206.50)

CERTIFIED COPIES OF TITLE \$6.00 to Auditor (1<sup>ST</sup> page)

**All recording fees increase 7-25-21**



## TYPICALLY, WHO PAYS FOR WHAT?

### **SELLERS:**

½ closing fee

\$150.00 ½ additional processing fee (range \$100 - \$200 depending on closing office)

\$ 40.00 estimated UCC search if requested for mobile only

Excise, unless mobile is being moved

Title, unless mobile only in park

Commission

### **PURCHASERS:**

\$50.50 transfer of ownership (add \$100.00 - \$500.00if in a park based on .25% of sales price)

\$75.50 Title elimination (if being eliminated)

\$205.50 recording of elimination (first page, \$1.00 each additional page)

\$150.00 VIN inspection

\$6.00 certified copy, if being eliminated

½ closing fee

\$150.00 – ½ additional processing fee (range \$100 - \$200 depending on closing office)

Sales tax if mobile is being moved

## MOBILE HOME INFORMATION TO SAVE:

<b>ASSESSORS OFFICE</b>	Spokane County Courthouse W. 1116 Broadway 1 <sup>st</sup> floor	477-3698	M-T 8:30-4:00 F 8:30-1:00
<b>AUDITORS OFFICE</b>	Spokane County Courthouse W. 1116 Broadway 1 <sup>st</sup> floor	477-2270	M-T 8:30-4:00 F 8:30-1:00
<b>BUILDING PERMITS</b>	Public Works Building W. 1026 Broadway 1 <sup>st</sup> floor  *can't purchase permits after 3:30 pm	477-3675	M-T 7:30-4:00* F 7:30-12:00
<b>LICENSING OFFICE</b>	Spokane County Courthouse W. 1116 Broadway 1 <sup>st</sup> floor  *will not take any new transfer after 3:45 pm	477-2222	M-T 8:30-4:00 F 8:30-1:00
<b>TREASURERS OFFICE</b>	Spokane County Courthouse W 1116 Broadway 1 <sup>st</sup> floor	477-4713	M-T 8:30-4:00 F 8:30-1:00
<b>LABOR &amp; INDUSTRIES</b>	N. 901 Monroe	324-2600	M-F 8-5:00
<b>DEPT OF LICENSING</b>	Spokane County Courthouse W. 1116 Broadway 1 <sup>st</sup> Floor	477-2222	M-T8:30-4:00 F8:30-1:00

## Quiz for MOBILE HOMES

<b>1</b>	In 1976 Congress passed the National Mobile Home Construction & Safety Act.	<b>True</b>	<b>False</b>
<b>2</b>	In 1980 Congress changed the name from mobile home to manufactured home	<b>True</b>	<b>False</b>
<b>3</b>	A motor home and a trailer have the exact same description.	<b>True</b>	<b>False</b>
<b>4</b>	A modular home is constructed of pre-made parts on the building site.	<b>True</b>	<b>False</b>
<b>5</b>	A manufactured home is constructed in a factory.	<b>True</b>	<b>False</b>
<b>6</b>	There are six different types of mobile home transactions.	<b>True</b>	<b>False</b>
<b>7</b>	The buyer in this type of transaction will become the Registered Owner.	<b>True</b>	<b>False</b>
<b>8</b>	The buyer can also be known as the Legal Owner if there is no lender.	<b>True</b>	<b>False</b>
<b>9</b>	Permits on mobile homes are always easy to find, no matter what the year.	<b>True</b>	<b>False</b>
<b>10</b>	Personal and Real property taxes must be paid in full for the year of the closing.	<b>True</b>	<b>False</b>
<b>11</b>	A "MSO" is a Manufacturer's Statement of Origin.	<b>True</b>	<b>False</b>
<b>12</b>	The dealership of the manufactured home will deliver the MSO to closing.	<b>True</b>	<b>False</b>
<b>13</b>	Four different entities must sign off on the Title Elimination form.	<b>True</b>	<b>False</b>
<b>14</b>	If a unit is in a park, there is not an approval process for the buyer.	<b>True</b>	<b>False</b>
<b>15</b>	Financing for a manufactured home is offered by all lenders.	<b>True</b>	<b>False</b>
<b>16</b>	Locating the VIN number can be a difficult process.	<b>True</b>	<b>False</b>
<b>17</b>	An alteration to a manufactured home, without a permit, can be a problem.	<b>True</b>	<b>False</b>
<b>18</b>	There is a special P&SA for manufactured homes on a leased lot.	<b>True</b>	<b>False</b>
<b>19</b>	The closer will collect excise tax from the seller or sales tax from the buyer.	<b>True</b>	<b>False</b>
<b>20</b>	There is a special excise tax form for mobile homes.	<b>True</b>	<b>False</b>

**I hereby attest that I have read the material and answered the questions.**

\_\_\_\_\_

Signature

\_\_\_\_\_

Date completed



## Mandatory Evaluation for Mobile Homes

Please fill out the following form and return with your completed clock hour class quiz.

Name/ Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: (personal) \_\_\_\_\_ (work) \_\_\_\_\_

Email: \_\_\_\_\_

License Renewal Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

1. What are 3 things that you learned from this course?

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

2. Do you feel the clock hour material was easy to follow? \_\_\_\_\_

3. Did the material give you information to help you in your profession? \_\_\_\_\_

4. Will the material help you with future transactions? \_\_\_\_\_

5. Why did you choose to take this course? Topic \_\_\_ Time \_\_\_ Cost \_\_\_ Ease \_\_\_ Other\_\_\_

6. How long did this class take you to complete? \_\_\_\_\_ (a "clock hour" is 50 minute)

**How will you pay for this correspondence class?**

\_\_\_\_\_ cash \_\_\_\_\_ check \_\_\_\_\_ debit/credit information needed:

Card number \_\_\_\_\_ Exp date \_\_\_\_\_

3 digits on back \_\_\_\_\_ zip code of where bill is mailed \_\_\_\_\_