

A Clockhours By Angie Class

Scary Stories IV Mobile Homes

(I Can't Make This Up)

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A Washington State Approved Real Estate School for Clock Hour Education under R.C.W.18.85.

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

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.

Real life stories seem to “stick” in the minds of most people, and the following are all “real” transactions.

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

Session/Hours	Topics	Method of instruction
15 minutes	What happens to our proceeds	Read material/discussion
15 minutes	I found an attorney who will Eliminate the title for me!	Read material/discussion
45 minutes	You need to contact your managing broker or an attorney	Read material/discussion
30 minutes	Do you know what you are doing?	Read material/discussion
30 minutes	Let's just close without the title and handle outside of escrow	Read material/discussion
30 minutes	Never assume anything – get it in writing!	Read material/discussion
15 minutes	Just checking for an agent.....	Read material/discussion

WHAT HAPPENS TO OUR PROCEEDS?

An agent called me about 7:30 on a Monday evening and said “can I ask you a stupid question? I told her there is no such thing as stupid question, we all learn from questions. So, let me hear it and I can guarantee it is not a stupid question BUT, an amazing learning moment!

She felt better after I said that and hesitated, then said. Okay, here is my story:



I’m going to be getting a listing this week as the home has become too much for this young couple. They are few months behind in their payments.

About 8 years ago, Grandma helped her grandson buy a home and they both went on title, no special vesting, just each owed one half interest in the home.

Grandson’s girlfriend moved in 7 years ago and they got married this past year. Things are not going so well, so they will be getting a divorce and she feels she would get 50 of proceeds after all expenses. Do I need to have the girlfriend/wife sign the listing documents and the closing documents and will be get 50% of the proceeds? (I think that was the “stupid question”).

I asked the agent if she opened a listing preliminary on this one yet and she said she did and would send it to me to look at.

I got a copy of the preliminary title and it showed the grandson vested as a single person, but his mother was also vest as a single person and so was his uncle.

Grandma must have quit claimed off and granted her interest to the two remaining siblings in a last-ditch effort to settle her estate before she passed.

Now the mom and the uncle have not talked to the son and nephew for over 6 years and he really did not feel they would just deed it to him, even though he has been making all the payments since day one

Would he have to break it to his wife that she would only get 50% of his 1/3rd interest? The agent didn't want to be at that meeting!

The soon to be ex-wife was furious! We could see no other way to handle this one, unless someone would contact the mother and Uncle and explain that Grandma really wanted the grandson to have this property.



So, the agent bit the bullet and called the mother and brother and told them what was happening and the both agreed to sign off on this property and deed it to the grandson, just like grandma would have wanted it to be.

So now, the only thing hanging in the air is the ex-wife of one year, is expecting 50% of the total proceeds and there is probably no court in our state that would say it would be any different.

I told the agent because this is a community property state and she has been living in this house 7 years prior and the one year they married, and filed joint taxes she would have to sign all the closing documents, including the listing agreement and would receive 50% of the proceeds.

Well, what could have been done differently.

DISCUSSION:

When Grandma was trying to clean up her estate, she could have done a quit claim deed to her grandson and herself, **as joint tenants with rights of survivorship**. Then when she passes away the grandson would have had to record

death certificate and her part would automatically go into the grandson's name -with no pro-bate, or involving her children.

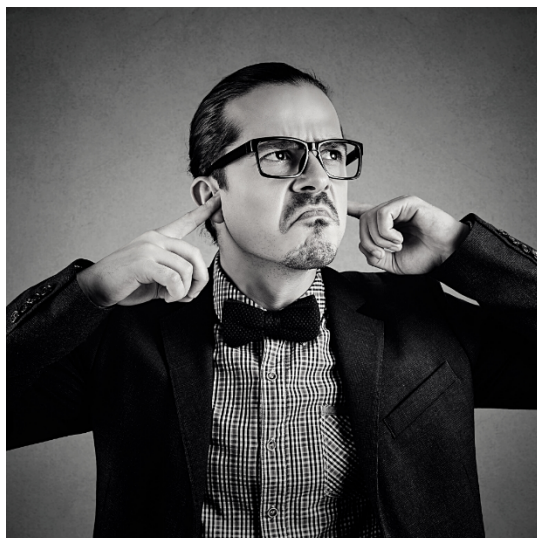
Or Grandma could have done a **TRANSFER ON DEATH DEED**, which grandma would have had prepared and recorded PRIOR to her death. Then upon her death, the grandson would record a copy of her death certificate and title would have passes from Grandma to Grandson. This document is used in about 8 states.

I FOUND AN ATTORNEY WHO WILL ELIMINATE THE TITLE FOR ME

An agent called and said she had a new listing in a park. She had called me previously when she was getting ready to list and I went over a few things with her and checked on the mobile home.

She gave me the address and the owners name and information about the mobile home. I checked with Department of Licensing and all was in order. I told her next she needed to check with the management company to make sure they did not have a clause on their lease that gave them a first right of refusal on the sale of this mobile home.

One week later she called and said she just got an offer in and was terribly confused. The buyer broker used NWMLS form 22MH and check that he wanted the mobile home title eliminated!



I proceeded to tell her you could not eliminate the title as the sellers did not own the land, it was on a rented lot. She said she told him that and he told her she was wrong. She mentioned my name and the conversation we had and he said he checked with his managing broker and she and I were both wrong!

She said it was a fair offer and her seller wanted to take it. I told her I understood but her seller could not perform based on the terms of the document.

I gave her my normal “I’m not an attorney and cannot give legal advice “and she understood. I told her to contact a real estate attorney.

She contacted me the next day and said she contacted a real estate attorney who told her that ALL mobile homes could be eliminated!

I told her then her best bet would be to send the closing to that attorney if the other party agreed and I wished her luck.

About 4 weeks went by and I got a call from an attorney who had some questions on a mobile home and was told that I was an expert. I told him, well, I’m not an expert, but I have done quite a few plus I teach classes on them.

He said he needs to eliminate the title on this particular mobile home and drew up all the documents, collected all the fees and it was rejected. Department of Licensing told him you cannot eliminate a title on a rented lot. This seemed very familiar and I asked who the listing agent was and he told me. I told him I had talked to the parties about 4 weeks ago and told them the same thing, but they found an attorney that could eliminate it for them. I am an LPO so I will never argue with an attorney, so I dropped it at that time.



He said, well, I was that “stupid” attorney who thought all mobile homes could be eliminated. He asked what he could do now.

I told him to have the agents prepare a form 34 that states the title will not be eliminated, hopefully they will agree, then to prepare a DOL Vehicle Application for the purchaser to sign. I asked him if he has already prepared the release of interest and power of attorney for the seller to sign and he had.

The fee will be only \$50.50 to Department of licensing, so the purchaser can get a refund of the \$75.50 to DOL & \$216.50 to Auditor as those were the fees for the elimination and I told him good luck. After I was on the phone I thought to myself, "I just gave legal advise to an attorney, I think!"

A couple of days later the listing agent called and thanked me for talking to the closing attorney – they got everything done, and it was not eliminated.

See what you have to deal with out there! Don't doubt yourself – ask questions – there is no such thing as a "stupid question".

DISCUSSION;

What would have happened if the purchaser did not agree to not have it eliminated. The seller signed a legal form that said they would? Could they have sued the seller?

You need to talk to you managing broker right away!

(this one is not a mobile home, but a recent problem file I needed to share, felt compelled to share!)

It was a wonderful purchase and sale agreement we received 10/1/21 in the amount of \$850,000.00 the purchaser was obtaining financing n the amount \$600,000.00 and all the necessary NWMLS documents were prepared.

The sellers were moving to Florida because of a change in their job and needed to leave by November 8th, as they were starting a new job November 15th. The closing was set for November 11th and the sellers asked I they could come in early and sign their documents and arrange to have their funds wired which we told them they could.

Sellers came in and signed and said the purchaser was buying \$3,000.00 of their furniture outside of escrow and were instructed to leave an envelope with the closer to mail the check to the seller at funding.

Listing agent came to my office to take a LIVE class on 11/11/21 to take a class and asked if she could talk to me after class about a closing problem.

After class she shows me a 22C seller financing addendum for \$250,000.00 with a deed of trust in second position. It has no due on sale clause, no late charge, no payment amount; Nothing is written up as to who the escrow holder will be and who will pay fees. It is not marked for the purchaser to provide lenders policy to the seller. And, it even repeats the \$250,000.00 amount a couple of times under the assumption area.

She has me read this and said, what does this mean? I asked for a bit more information. She said her transaction was to close today and at 10:00 PM last night she received this 22C from the buyer broker with no explanation! The listing agent called the buyer broker this morning and was told that the purchaser could not come up with all the money right away – she has two more properties that were going to close in the next week and it would be a seller financed transaction for only 60 days.



I told the listing agent that first of all the 22C was lacking in many areas and needed to be cleaned up and that she should talk to her managing broker about this before presenting to her seller. And, find out if the buyer broker will approve it.

I explained that I am a Limited Practice Officer and can not give legal advice and she should have her sellers talk to an attorney also.

She did ask me what was lacking on the 22C and I sent her information from my mobile home class.

The things that were wrong were the following (I did not tell her as I would be practicing law, which LPO's are not authorized to do).

1. It would need to be marked that it is a 2nd position deed of trust
2. It would need to be addressed who the escrow holder was and who paid the fees.
3. Nothing was marked on whether it will be a due on sale clause or not (she stopped me here and asked what that meant) and once again I had to tell her to check with her managing broker or attorney
4. It was incorrectly marked that it would be an "assumption" so that would need to be fixed
5. And, someone would need to determine if the sellers wanted a lenders policy on the \$200,000.00 second

I told her she needed to talk to an attorney or managing broker and if this was the route they were going, get us a corrected 22C and we would prepare the documents and send them to the 1st lender to approve. That was a condition of the underwriter when they heard about this change.

The next day we get in a fully executed 22C, but it was still missing

1. That it was in 2nd position
2. Whether it had a due on sale clause
3. Do the sellers want a lenders policy?

Along with it was a fully executed "rent back" agreement from the purchasers at \$100.00 per day! Evidentially, it was discovered that the purchasers contacted the sellers and asked if they could move some things into the garage. They actually moved into the house. The listing agent stopped at the house that morning and saw there was food in the refrigeration, dishes in the sink, dishes on the table and clothes in the closets – a totally occupied home!

(Now, not to complicate things, but the purchasers are renting with a signed agreement (and with the new "landlord tenant law on "JUST CAUSE" established November 2021 we are still during COVID 19 restrictions RCW 59.18.650) Can you imagine if this transaction just ends and the purchaser is living in the property and had not paid a dime in rent and the sellers want to re-list the property and get the purchasers out.....)

Later that day we got a revised 22C with the last three items fixed and initialed everywhere.

We sent to 1st lender for approved of the note and deed of trust in 2nd position and asked when we would be getting loan documents.

We were then sent a NWMLS from 34 that said the purchaser would not be taking title under their individual name of Pam Pardi, but instead of under her LLC name which is PP Home Building LLC. This form came to us from the lender, along with a copy of her LLC documents.



This change meant the following to us:

1. We would have to submit to title to do a search and change title to insure the LLC
2. We would have to re-draw and 2nd note and trust deed to reflect this name change of the grantor
3. We would need to have the seller sign all their documents again.

We asked the lender when we'd be getting loan documents. They said the purchaser needed to provide them with one more thing from their LLC documents as there are two people in this LLC and the other one would need to sign a personal guarantee for the first loan. We were given the gals name and email address and sent the papers to her to sign. She contacted us and said she would never sign a personal guarantee. We passed that information onto the lender and

the purchaser. We found out later that the other member was the mother to the buyer.

Meanwhile, the sellers are constantly texting the listing agent about what the heck is going on. They decided to drive back to Spokane from Florida as they needed to pick up a trailer and thought they'd have Thanksgiving with their family and hopefully the next documents would be ready to sign on 11/24/21 the day before Thanksgiving.

Lender sends new documents on morning of 11/24/21 and seller is scheduled to sign at 9:00 am, purchaser at 10:00 and we would get documents back to lender by 11:00 and it would fund that day.

I meet with the sellers at 9:00 to sign them and got all their wiring information from them and let them know that most likely they would not get their wire until Monday the 29th because everyone was closed for Thanksgiving and the day after and they were fine with that.

At one point in reviewing the documents they asked me what would happen if the purchasers did not payoff the \$200,000.00 loan within the 60 days as indicated. I



explained to them once again that I am a Limited Practice Officer and that would be giving legal advice. I asked them if they had talked to an attorney prior to executing the 22C and they said they had, but they really didn't understand anything he told them. It was way over their heads!

Purchaser never showed up for her 10:00 appointment. When we called her, she said she had a meeting with her banker at noon to get her funds to close that were about \$50,000.00; She never called back or showed up. Lender said the documents were date sensitive and they would have to be re-drawn. And, now they were re-drawing, but they were

going to be taking a closer look at this as they were not sure they were going to do this loan anymore and would let us know.

Listing agent was called with the information and she called the sellers and asked if they should stay in town thru the week-end! Who knows!

Meantime, I was looking over all the PSA documents and discovered the \$8000.00 earnest money was never deposited with our company and what was even more strange after the “\$8,00000 (note) was inserted?????What did this mean. I called both agents and neither knew what this meant. All I knew is that there was no earnest money and the purchaser had been living in this house since 11/8/21!

It was now 5:00 PM on Wed and we had a 4-day week-end – and we would have to wait to see how this played out on Monday the 29th.

On Monday the sellers called and said they talked to the purchaser and she had two more properties that were closing that day, so she’d have all her money and would not need to have a 2nd position note and trust deed involved. This made the sellers happy. She asked if she could have an extension to 12/3/21

Listing agent called with the above news and I said all we would need would be a form 34 **that** extended closing and deleted the seller carry-back. Her sellers were leaving town and she’d arrange to get this signed by them on the road.

Monday November 29th the closer called the lender and asked when we would get documents. They were waiting for one more doc from the purchaser on the LLC and form 34. They sent us the documents.

We told the parties we would re-draw our documents and have lenders documents ready for signature as soon as we were clear to go by the lender receiving the LLC document they needed.

Purchaser said they were going to the bank to get the \$50,000.00 cashier’s check and would drop it off at 5:00 before we closed. We were



surprised it wasn't going to be \$250,000.00 as we heard the 2nd was not going to be part of this transaction. Of course, we never received the addendum. Purchaser never showed up. Now, if this closes on Monday and the purchaser comes in with a cashier's check, we could not fund on Monday. The cashier's check must be in our trust account for 24 hours in order to "clear" the bank. So, we would advise our client to take the cashier's check to her bank and they would void it, then she can arrange a wire, so we can fund the same day.

11/29/21 – received 5 phone calls from listing agent asking for updates – NONE

11/30/21 – received 3 phone calls from listing agent asking for updates – NONE

12/1/21 – received call from buyer broker that said everything should be good to go, she has her money and lender has the form 34 and the item needed from LLC.

12/2/21 - received 3 more calls from listing agent – we do not have form 34 nor does the lender the LLC document they needed and no, purchaser did not deposit funds.

12/3/21 3:00PM call from listing agent – told her nothing has changed

12/3/21 4:00 call from buyer broker – buyer has her money and would like to stop in and sign. We still don't have form 34 and lender does not have the LLC document and once we get the form 34, we will delete the \$200,000.00 2ND Deed of trust and note. Buyer Broker said what is that about. We were told by sellers and lender that purchaser was going to have enough money to not have a seller carryback – news to her!

An agent should always be very careful when presenting a NWMLS form 34 to their client to sign. Be sure you understand it, and if you don't have your managing broker or another broker read and understand it too. This is the form that most attorneys call "the paycheck" as it usually has some form of "practicing law" in it.

5:30 message on my phone from buyer broker, NO, the purchaser would not be paying off the \$200,000.00 2nd right now and we'll talk on Monday 12/6/21

Monday, December 6th, buyer broker calls to find out if the purchaser came and signed yet. We told her no. 20 minutes later buyer broker calls again and said she can't reach her client.

Buyer calls closer and said she does not have any money and would like the seller financing portion to also include the \$50,000 down plus closing costs. We told her in order to do that we'd have to have an addendum changing the terms signed by both purchaser and seller. We'd have to overnight new documents to the sellers who left for home in another state. Also, told her the lender would have to approve the fact that buyer is putting nothing down.



Buyer also mentioned that they wanted to have some of the acreage on this sale not to be encumbered by the 1st or 2nd as she planned to sell that portion. We told her she needed to contact her agent on this and we offered her no explanation of how to do this!

Buyer broker called shocked that the buyer mentioned the above to us, she knew nothing about it. She said this transaction needs to end.

I decided to ask her about the \$8,000.00 EM "note". She said she did have a copy of it. I asked if she could send to us so we could have proof in our file.

This is the end of the story for us, BUT not for the sellers who live in the South AND purchasers are living in their home and have not paid a dime! I would imagine the agents' story won't end either!

Discussion:

1. What would you have done if all of a sudden, a 22C is faxed to you with no instructions or anything?

2. How would you advise you seller? Would you NOT advise them and tell them to contact their attorney?
3. A \$200,000 second position note and trust deed? How could you further protect your clients? Or would you just refer them to an attorney until they totally understood what they were doing.
4. Would you question a lender agreeing to change from an individual's name to their LCC without further documentation?
5. Should your seller know the terms of the first loan? Just in case it became theirs thru a foreclosure action.
6. How do you avoid purchaser and seller contacting each other and exchanging keys?

DO YOU KNOW WHAT YOU ARE DOING? (asked to me by a lender)

Many times, I assist our closers when they have mobile home title eliminations or seller financing. Here is what I do for them when it is a mobile home

The closer will send me the PSA and title report so I can see what is happening and complete the documents she will need for closing.

If it is a mobile home with a title elimination, I look for form 22MH as it will have most of the information on it for me to get working with Building and Planning and Department of Licensing.

When the agent does not use a 22MH, then I need to call the agents and let them know this document is missing. Many times, they don't know what I am talking about and I give them a crash course and they will get it completed and to me in a day or two. Now, the PSA was dated 10/25/21 and purchasers applied for a new loan on that date.

On this particular file there was a 22MH, but it was not completed. It was missing the model of the mobile home and the VIN# - two really important pieces I need. I contacted both agents and they provided it to me 4 days later.

When I received the information, I immediately send an email to Grant or Star at Department of licensing courthouse and give them the vital information I know. All they are doing is confirming what I have is right or not. This is not public information so that cannot give me any additional information.

So, I provided them with:

1. Sellers names on title
2. Year of mobile
3. Make of mobile
4. VIN# of mobile

Grant sent me an email the next day and said I had everything right except one of my sellers' name is right and the other is wrong.



So, I went on Scout to see how did our sellers' come into title and I saw there

was a previous marriage and thru the divorce the property was awarded to the husband and new wife.

I emailed Grant again and asked him if the wife is the previous wife's name and he said it was.

This is a common problem on mobile homes. Many times, a closer will not know that the property is a mobile home and only transfers the land and not the mobile and that is what was done in this case. The divorce was done in 2003 and the ex-wife has since married and the ex-husband has had no contact with her.

I called listing agent and told her that I must have information for the ex-wife – I googled her name and came up with nothing. She said she'd talk to seller and she's what he had. 4 days later she sends me a copy of the deed that was recorded and the last known address and phone for ex-wife.

I call the number and the wife was not at home but the husband said he knew of this property and it was all done in 2003. I explained that the land was transferred but not the mobile and we'd have to have his wife sign a release of interest. He told me to send it and he'd see that it was signed and returned.

Now, every time I did anything on this file, I would send an updated email of what was happening to our team at the office, listing agent and selling agent and lender, so as of right now I bet about 6 emails had gone out.

I prepared the documents and made copies of the supporting documents and FED-EX overnight to them along with a return FED-EX envelope to make it easier. This went out the Monday of the Thanksgiving week-end so I didn't get it back until 11/29/21. I got it back with the husband signing as POA for his wife and he indicated she could not sign because she had Dementia. I emailed copies to Grant to review and he said the husband could not sign this document for his wife. I explained about her having Dementia and he said for the husband to get a letter from the wife's doctor stating her disease and that she could not sign legal documents. I called the husband and told him this. Up until now he has been very nice to me and understanding. Now he said what makes this my problem and a rush now and was a little upset with me. He said he'd call the doctor and

see what he could get. 4 days went by and I decided to call him. The phone rang, and rang, and rang and then went dead. I tried again a few hours later and the same thing happened again. He was hanging up on me.

I sent an email out to all parties with the difficulties I was having.

Late that day, I got an email from the loan officers' manager, she was on vacation and he wanted to know what was taking so long in getting a simple title elimination done! He said we were 36 days into this transaction! Of course, I was fuming at this email and waited until the evening to respond. I made list of the facts and three full pages of everything I have been doing and where we were at. I even provided him with what could happen if the ex-wife's husband just never provided us with anything.

The seller would need to hire an attorney to do quite title action which would delay closing minimum of 60 days and cost the seller about \$3,000

I even included my boss in the cc of this email and of course he responded he could not believe the hours I have into this transaction.

The loan manager did not reply to me at all, until the next day and all he said was thanks for keeping me in the loop.

So now, the listing agent is having the seller contact his attorney who prepared the divorce to see if he would contact the ex-wife's husband.

And this one is still not closed

Oh, and one more thing, I did tell the loan officer manager that yes, I do know what I am doing and I even wrote a 3 clockhour class on mobile homes that I present to agents and closers!

Oh, and Building and Planning said they never applied for a VIN inspection so prior to doing the elimination, the sellers will need to go on line, pay for a VIN inspection, arrange an inspector to come out and verify the Vin, then I can get Building and Planning to sign on the 2nd page of my elimination.

Wrong address

It was a land/mobile home transaction. Seller had died and son was appointed thru the courts personal representative as a pro-bate was completed.

I received a PSA and immediately looked for a 22MH. There was none. No where on the PSA was there a mention of a mobile home. The selling agent verbally told us there was one.

I called listing agent to ask them to complete a 22MH and was the mobile going to be eliminated. He said it was not, the purchasers were going to move it off the property as they owned the adjacent property and had a newer mobile on it and just wanted this additional land.

So, the first thing I did after getting the year, make, model and VIN# was I emailed Grant at Department of Licensing and he said there is no mobile home on this property,

I sent him a copy of the original Vehicle Certificate of Title that I was provided and sure enough the address of the property being sold and the address on the title were off (19614 and 19229).

I emailed both agents the problem and they were anxious to close and said can we just close on the land and the purchaser can deal with the mobile home problem later as he is going to move it and have it destroyed.

They provided our office with an addendum (NWMLS form 34 of course) stating the mobile home would not be part of the escrow and the parties would handle the transfer of the mobile home title outside of escrow, so we closed.

The purchaser did contact me directly and ask if I could guide him as to what to do and I told him I would.

I was at the Courthouse one day on another mobile home transfer and mentioned to the excise desk this problem I had. They looked up the address and they said they are showing this mobile on the land 19614, not the address that was on the title. They further said that licensing only had one place to enter addresses at one time on their system so the mailing address was often put in and it showed up as the location. I then stopped at Department of Licensing and showed them



what the treasurer gave to me and they said they would be able to clarify this adjustment in address when the necessary documents were brought in.

I called the purchaser and told him what I found out and told him I would help him prepare the necessary documents to send to the personal representative of the estate to sign as he lived in another State.

I sent them FED EX 2 weeks ago and have heard nothing from the PR.



I called and left 3 messages.

I finally decided this really was not my problem to pursue anymore as this is a closed transaction and I was helping the seller out, just being nice.

So, I sent an email to the purchaser and both agents. The purchaser said he'd contact the Personal Representative and the listing agent he said he would too.

Nothing has happened yet. The purchaser cannot move the old mobile off the property until it is in his name. Then he can buy a moving permit from Department of Licensing and have it moved. It's not an easy thing to have done as you must give proof of a certified moving company you have hired and they have to post insurance and you have fees to pay to DOL.

This is still not done.

NEVER "ASSUME" ANYTHING! GET PROOF IN WRITING!

Purchase and sale agreement was emailed to our office. Title was ordered and It said there existed a mobile home on the land. Purchasers lender said title needed to be eliminated.

Seller said that when he refinanced the property it was eliminated. We contacted the seller's payoff lender and they said they were holding the original elimination documents and would remit to us once they got the payoff. Closer's assistant wrote this note in the file – she did not get anything in writing, nor did she ask for copies to review!

This was closed and funded and the payoff wired to sellers' lender.

Lender was contacted to be sure they were going to send us the original elimination documents. They said they did not have them, and no one in the department would ever offer that kind of information. The elimination was to be done when the seller refinanced. Our office contacted the closer who did the refinance and they said they never completed it. The file got filed away in storage by mistake and it was more than 7 years old so they no longer had the file.



Contacted the seller again and asked if they have any of the papers when they purchased the mobile home. They were reluctant to even talk to us. They found a file with the original MSO (Manufacturer's Statement of Origin) this is the "birth certificate" of the mobile home. This was good news! It was a great start!

MSO was in the name of the original "dealer" who sold it to a "local" dealer who signed off on the back side of the document in the wrong spot. I contacted the "local" dealer who said that they are no longer in business under that name and no one has authority to sign a correction!

In the meantime, I decided to check with Building & Planning to see if a VIN cert was ever applied for – it was not. Vin cert was paid for and inspector went to mobile to verify. Inspector said the VIN# on the mobile and the VIN# on the MSO were different, so could not sign off.

I decided to take everything I had in the file to Department of Licensing for review and to find out what could be done and here is my list from them:

1. I needed to get a statement from the sellers showing how much they paid for the mobile home and what the sales tax was. Then the State of Washington Department of Revenue had to confirm the sales tax was paid. ***Sellers said they would not sign any such statement because the company who sold them to mobile is now out of business and just because they charged him sales tax does not mean it was actually paid and he does not trust that they really did pay the sales tax and would not take on that responsibility . (I didn't blame them)***
2. The dealer had to sign a correction for the MOS ***Dealer said they would not sign a correction as that company is no longer in business and they have no authority to sign anything***
3. DOL and B&S both had different VIN numbers – this had to be corrected thru the court system, as neither was going to budge. ***I called both DOL and B&S and confirmed neither was going to budge.***

The only course of action at this time was for the purchasers to file a claim against the closing company.

Purchasers filed a claim. Claim department hired an attorney who needs to petition the court to do the following:

1. Decide which VIN# is the correct one
2. Pass title from Dealer to Dealer to seller to purchaser.

DISCUSSION:

1. If you were the listing or selling agent, could you have done anything?
2. When you list a mobile home, do you ask about the title or take a picture of the VIN#?

JUST CHECKING FOR AN AGENT.....

An agent took my mobile home class and was involved in a closing with another title company that was having a problem verifying any information on the mobile home.



The seller purchased the land and mobile home in 2004. I checked with SCOUT and found out the land was in the name of the seller, but the mobile was not.

I hate to admit this, but this is something that happens many times, especially years ago when we didn't have a 22MH or the title companies didn't add a paragraph that said a mobile existed on the property which was sometimes the only clue a closer had. Many times, the

PSA did not say it was a mobile home so just the land was conveyed to the new purchaser.

I then sent Department of Licensing the address and VIN# number the agent provided me and asked if I had the VIN# right and was the owner of the mobile our seller. He emailed me and said no, the seller was not listed.

I then went back to SCOUT to see who our seller bought from and asked DOL if the previous seller was listed as owner of the mobile home. He said it was not and the existing seller could go to Department of Licensing and pay \$15.00 and

order what is called “Vehicle/Vessel Inquiry Request”. This form would tell us who the owner was showing and if there was a lienholder.

A brand-new name surfaced and a lienholder that has been out of business for over 20 years.

The listing agent said the sale flubbed and he was going to pull the listing until this property was marketable. He did a search and found an address and phone number for the couple who sold this property to his seller in 2004. I contacted them and they said they purchased the land (and five other lots) and moved mobile homes onto all of them that they bought privately, or thru an auction. They said they have no files or information.

The only thing that can be done at this time was for the seller to hire an attorney and have the attorney file a quiet title action. This would cost about \$3,000.00 and would take a little more than 60 days.

An attorney would have to post in the newspaper a number of times and after 60 days would petition the court to put the ownership into our current seller’s name and delete the lienholder.

DISCUSSION:

1. What would you have done if this was your listing?
2. As a buyer broker, would you have inquired about anything ahead of time or assume this is a closing function?

QUIZ for SCARY STORES IV

1	Joint tenants with rights of survivorship is a type of vesting in WA state.	True	False
2	Transfer on Death Deed is available in all 50 states.	True	False
3	A manufacturer's Title in a park can be eliminated rather easily.	True	False
4	NWMLS has a form that is used exclusively for mobiles in a park.	True	False
5	A NWMLS Form 22C would be required for a seller financing transaction.	True	False

6	Agents should be very careful when drawing a seller rent-back agreement because of RCW 59:18.65 “just cause” restriction.	True	False
7	Title company always needs a copy of the LCC documents from seller or purchaser to insure the title in their name.	True	False
8	Both agents need proof that EM was deposited with closing agent.	True	False
9	NWMLS Form 22MH must be used as a form when there is a sale of both land and title and the title has not been eliminated yet.	True	False
10	A Vin certification must be done by Building and Planning on all mobile homes prior to eliminations are completed.	True	False
11	A quiet title action must be filed by an attorney and may cost more than \$3,000.00 and take over 60 days to complete.	True	False
12	In order to verify information on a mobile home, you must have sellers name, address, VIN number and year of mobile home.	True	False
13	Most closers “wire” payoffs to seller’s lienholders.	True	False
14	A listing agent is required to see the VIN# prior to listing the property.	True	False
15	Department of Licensing and Building and Planning can have different Vin#’s.	True	False
16	A “MSO” is a Manufactures Statement of Origin.	True	False
17	A listing agent should always verify that the land and mobile are BOTH in the name of the seller, as this can be a problem from the past that haunts you.	True	False
18	If you receive a NWMLS form 34 you should read it, then read it again and if you still question it, ask another agent to read it or your managing broker.	True	False
19	A cashier’s check must be deposited into the closers trust account 24 hours PRIOR to funding.	True	False
20	A purchaser can always go back to their bank and void the cashier’s check and arrange a wire if needed for funding that day.	True	False

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

Signature

Date completed



Mandatory Evaluation for Scary Stories IV

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 _____