



PO Box 9800
Maryville, TN 37802

Re: Loan # _____

To Whom It May Concern:

We received your request and are providing the information requested.

Moving Form

Private Property Agreement and Waiver

Other: _____

If you have any questions, please contact the Customer Service Department at **1-800-970-7250**. Our office hours are Monday through Thursday, 8:30 A.M. - 8:00 P.M. and Friday, 8:30 A.M. - 5:30 P.M. (Eastern Time).

Sincerely,

Customer Service

2 Enclosures:

1. VMF 1135 - When a Customer is Moving Their Home (2 pages)
2. CMH 1099 - Private Property Agreement and Waiver (2 pages)

The following notices are required by Federal law: 1. This is an attempt by a debt collector to collect a debt and any information obtained will be used for that purpose. 2. To the extent your original obligation was discharged, or subject to an automatic stay under the bankruptcy code, this statement is for informational purposes only and is not an attempt to collect a debt or impose personal liability for a debt.

Toll Free: 800.970.7250 • Phone: 865.380.3000 • Fax: 865.380.3750 • www.VMF.com • NMLS # 1561

CUSTOMER REQUEST TO MOVE THEIR HOME

Customer's Name: _____

VMF Loan #: _____ Date: _____

The appropriate Vanderbilt Team Leader must approve moving the home before you actually move the home or it is a breach of your contract.

ATTACH the following items to this request.

1. A **copy of the Park Agreement** or a **completed Property Owner's Agreement** (CMH 1099) if the home is not located in a park.
2. A **copy of the Tax Registration** and a **copy of the "Paid" Tax Receipt** for any taxes owed.
3. A **copy of the moving permit** obtained from the county **moving from** and from the county **moving to**.
**Note: This may not be required by your State and is often not obtained until you have a set moving date.*
4. A **copy of the mover's current license** and **insurance policy**. This is very important and will not be waived.
5. If home is in one of the following states, the **Mobile Home Title**:

Arizona
Kansas
Kentucky
Maryland *(title is optional)*
Michigan
Minnesota *(on 1990 homes & newer)*
Montana

Missouri
New York *(on 1995 homes and newer)*
Oklahoma
South Dakota
Wisconsin
Wyoming

Please complete the following information:

Address **Moving From** *(include "911" physical address moving from):*

County **Moving From**: _____

Address **Moving To** *(include "911" physical address moving from):*

County **Moving To**: _____

If your mailing address is different from the home location address, please provide:

If moving home into a Mobile Home Park:

MH Park Name: _____

MH Park Phone # (include area code): _____

Address: _____

PRIVATE PROPERTY AGREEMENT AND WAIVER

Date: _____

Customer(s): _____

Landowner(s): _____

Property Address: _____

For and in consideration of Vanderbilt Mortgage and Finance, Inc. (hereafter referred to as "Lender") providing financing to the Customer(s) referenced above (hereafter referred to as "Borrower"), for the purchase or refinancing of a manufactured home located or to be located at the Property Address referenced above (hereafter referred to as the "Property"), which Property is owned by the Landowner(s) referenced above, who has consented to the placement of the manufactured home on the Property, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the Parties to this Agreement, the parties do hereby agree as follows:

1. The Borrowers monthly property rent payable to Landowner is: \$ _____;
2. It is the express intent of Borrower, Lender and Landowner that the manufactured home is and shall remain personal property regardless of how the manufactured home is or may be sited or attached to the Property;
3. Landowner will use its best efforts to notify Lender in the event Borrower becomes 30 days past due on property rent or otherwise is in violation of the lease agreement between Borrower and Landowner which causes Landowner to file for eviction;
4. If the manufactured home is repossessed by Lender or abandoned by Borrower, Lender, its assignees or agents, may enter upon the Property and remove obstacles as necessary to secure and/or remove the manufactured home and related personal property.
5. In the event Landowner evicts Borrower or if Lender repossesses the home, Lender will not be obligated to Landowner for any past due property rent or any other charges owed by Borrower;
6. Lender will have up to 90 days, without being obligated to pay property rent to Landowner, to determine whether Lender will remove the manufactured home from the Property or resell it on the Property;
7. Landowner will not increase the property rent on the Property during the first 90 days after repossession of the manufactured home by Lender and any future increases in the amount of the property rent shall not exceed 2% per year;
8. Landowner, in consideration of Lender financing the purchase or refinancing of the manufactured home for Borrower, waives, and releases to Lender, its successors, assigns or affiliates, any and all claims, liens and/or demands of any kind or nature, which the Landowner currently has, or may have in the future, against the manufactured home or against Lender; and
9. This Agreement and Waiver shall continue in full force and effect as long as Borrower has any unpaid indebtedness or obligations owed to Lender in connection with the purchase or refinancing of the manufactured home.

Notice to Lender may be sent to:

**Attn: Customer Service
Vanderbilt Mortgage and Finance, Inc.
PO Box 9800 Maryville, TN 37802
or by calling 1-800-970-7250**

IN WITNESS WHEREOF the Landowner has signed this Agreement and Waiver the day and year written above.

Landowner Mailing address:

PHONE NUMBER: _____

Landowner (If Individual(s))

Landowner (If Entity)

(Signature)

(Name of Entity)

(Signature)

By: _____

(Signature)

Title: _____

(Signature)