

FILED³

COUNT 5

Manufactured Housing and Modular Unit Program MAR 28 2005
Dealer Lot Inspection Form.

P.O. Box 360
Jefferson City, MO 65102
Phone NO. 573/751-2557

Dealer: Americas Home Brokers Missouri Public Service Commission Registration NO: 905304

Address: 345 John Rowe Dr. Phone: 636-366-4750

City: Moscow Mills State: MO Zip Code: 63362

Dealer Monthly Sales Report: YES NO

Manufacturer: _____ Plant NO: _____

Address: _____ City: _____ State: _____ Zip Code: _____

HUD Label/MO Seal: _____ Date of Mfr.: _____

Serial NO.: _____ Model No. _____

Health Notice: _____ Data Plate: _____ Smoke Detector Location(s): _____

Furnace Installation & Fire Stopping: _____ HUD Labels Installed: _____

Additional Items To Be Corrected: USED

X 04172 AR RAN 1026385-86 USED double ✓ 5-17-04

TEN043740 used 14x70 white-B/W USED ✓

WT1025063 skyline USED ✓

CL576285TV Clayton TEN135244 USED ✓ moved off lot

X 411497 modular 18' wide USED ✓

07352 - NTA948401-02 07352 used double ✓ moved off lot

Manufacturer: _____ Plant NO: _____

Address: _____ City: _____ State: _____ Zip Code: _____

HUD Label/MO Seal: _____ Date of Mfr.: _____

Serial NO.: _____ Model No. _____

Health Notice: _____ Data Plate: _____ Smoke Detector Location(s): _____

Furnace Installation & Fire Stopping: _____ HUD Labels Installed: 3

Additional Items To Be Corrected: New

X Cavalier CV04AL0453884 AR 1-16-01 NTA1312387-83 ✓ Sold

X Cavalier PV04AL0262795 AR 9-2-03 NTA1098511-12 ✓

X Cavalier 33108 AR NTA1284448-09 ✓

X Cavalier BC03AL0133131 AR 5-7-03 NTA1275312-11 ✓

X Cavalier BC03AL0132395 AR 11-18-02 NTA1248111-12 ✓

Cavalier CV03AL0262392 AR 5-5-03 NTA1280658-59 ✓

(Homes Red Tagged - not to be sold until Red Tags removed)

INSPECTOR: Tim Haden DATE: 2-12-04

SPECTION ACKNOWLEDGED BY: Janie Leckel

ALL NON-CONFORMANCES ARE TO BE CORRECTED BEFORE THE HOME CAN BE SOLD.

Exhibit No. 13
Case No(s) MC-2005-0028
Date 3-02-05 Rptr KE Appendix GG

March 17, 2004

To: Ron Pleus

From: Tim Haden

Re: America's Home Brokers, Inc.

I stopped by America's Home Brokers today to drop off two consumer complaint inspection reports that I had conducted on Monday. When I pulled in to the parking lot I noticed that a red tag was missing on the first home closest to the office. The inventory has been red tagged since February 12, 2004 for failing to register. When I went inside the office I asked to see the owner, Todd Freund. The lady in the office, Angie, told me that Todd was not in. I asked Angie if she knew what happened to the red tag in the first home. She told me that a "kid" probably took it down. I told Angie I would check the home and then re-red tag it and I would also check the rest of the inventory. I also mentioned to Angie that I was concerned that I had not received some alteration papers that we needed for a consumer complaint inspection previously conducted on Carol Gray's home and that I now had two more alteration's from the Monday inspections. Angie told me that she would try to contact the owner while I was on the lot. She also asked me what would happen if they did not submit the alteration papers that we asked for. I told her that the Director may file a complaint with the Commission and the Commission may shut down the dealership.

I went out on the sales lot and checked the inventory from my list of previously red-tagged homes. I found that two of the homes were missing. I also noticed that some of the homes had been moved around but were still on the lot. I went back in to the office and asked Angie about the missing homes. She only knew about one of them that she told me was sold prior to us red tagging the inventory. I asked to see the home files and she told me that Todd had them. I told her that the home files should be kept in the sales office. Angie also told me that Todd wanted to talk to me and she called him on the phone. Todd was very rude and threatening on the phone. I tried to explain to Todd that we needed to see the files on any home that they had sold prior to the inventory being red tagged. Todd told me that I needed to put that in writing and he would send me the contracts. I again tried to explain that the files are required to be kept in the sales office. Todd told me that he had an office at his home and that he kept some of the files there. Todd also asked me what we would do with the contracts. I told him the Director may verify with the consumer the date of purchase. He became angry and told me that we would all end up in court if we contacted his consumers. Todd also said that I told Angie that I was going to "shut them down". I explained to Todd what I had told Angie. Todd told me that he owned the homes and that he was going to sell them. I told him that the homes were red tagged and that they were not to be sold until his registration was current. He told me that he didn't care he was going to sell his homes and that if I needed anything from him, his lawyer wanted it in writing. To avoid further argument with Todd I told him that I would leave and the Director would probably be in contact with him.

In Regards to the March 17, 2004 memo

The truth should be stated that Tim Haden Told Angie Ruckel that He was shutting us down that we would no longer be in business. He harassed her about the moving of homes on the lot and requested that he speak to me immediately. I was on a family vacation . Angie called me and stated that Tim Haden had her worried that she really needed this job and wanted to know if she was going to need to find a job. She said that he was going to shut us down and that we could not move any of the home even the home we didn't own.

I talked with Tim and told him that I didn't think that his job description was to tell my employees that they were going to be out of employment. I told him to put his comments and statements in writing that I was not going to continue this verbally as My attorney would sort through his statements that he should not be in my place of business making such statements. I asked him to leave as he had nothing further to accomplish there. He wanted to records that were not available with out me being present. He continued to give Angie a hard time. He told me He wanted the customers names so that they could call the customers to verify . I told him that I was not going to give him the customers names and phone numbers so that he could kill the deals. We were financially struggling to close the lot and pay off over \$300,000 in Inventory Financing. I never threatened Tim Haden > I would not stoop to the level of threatening him . This is A Lie.

AMERICA'S HOME BROKERS, INC.

345 John Deere Dr.
 MOSCOW MILLS, MISSOURI 63362
 (636) 366-4750 • Fax: (636) 356-4841

| | | | |
|---|---|------------------------------------|----------------------------------|
| BUYER(S) Larry M. & Ann Phillips | | PHONE 636-366-4170 | DATE |
| ADDRESS 810 ADAM ST. MOSCOW MILLS MO. | | SALESPERSON Angie RUCKEL | |
| DELIVERY ADDRESS 810 ADAM ST MOSCOW MILLS MO. 63362 | | | |
| MAKE & MODEL CAVALIER / powerhouse | YEAR 04 | BD. ROOMS 4 | FLOOR SIZE W L 80 W 28 |
| SERIAL NUMBER | <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED | COLOR WHITE | PROPOSED DELIVERY DATE |

| LOCATION | R-VALUE | THICKNESS | TYPE OF INSULATION | BASE PRICE OF UNIT | \$ 52,500 | - |
|--|---------|-----------|--------------------|--|-----------|----|
| CEILING | | | | OPTIONAL EQUIPMENT | | |
| EXTERIOR | | | | | | |
| FLOORS | | | | | | |
| THIS INSULATION INFORMATION WAS FURNISHED BY THE MANUFACTURER AND IS DISCLOSED IN COMPLIANCE WITH THE FEDERAL TRADE COMMISSION RULE 16CRF, SECTION 460.16. | | | | SUB-TOTAL | \$ 52,500 | - |
| OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES | | | | SALES TAX | 2,500 | - |
| Delivery — Within 100 mile radius. | | | | NON-TAXABLE ITEMS | 115 | 00 |
| Set-Up — On customer's piers. | | | | VARIOUS FEES AND INSURANCE | | |
| Block, level, and tie down home — one time. | | | | 1. CASH PURCHASE PRICE | \$ 54,865 | 00 |
| Remove hitch IF BOLT ON, ONLY! | | | | TRADE-IN ALLOWANCE | \$ | |
| Hook up water and sewer to stubs under home. | | | | LESS BAL. DUE on above | \$ | |
| Insulate and heat tape waterline — under home. | | | | NET ALLOWANCE | \$ | |
| Skirt home NO Install A/C 4 TON A/C. | | | | CASH DOWN PAYMENT | \$ | |
| Tires & axles are property of America's Home Brokers, Inc. | | | | CASH AS AGREED (SEE REMARKS) | \$ | |
| Block and gas hook ups are buyer's responsibility. | | | | 2. LESS TOTAL CREDITS | \$ | |
| Buyer responsible for any heavy or extra equipment needed! | | | | SUB-TOTAL | \$ | |
| | | | | SALES TAX (If Not Included Above) | | |
| | | | | 3. Unpaid Balance of Cash Sale Price | \$ 54,865 | - |
| REMARKS: | | | | Home sold AS IS, with NO warranty, either expressed or implied or otherwise, by America's Home Brokers, Inc. Skirting installed up to 36" high. Framing of skirting is customer responsibility. No warranty on heat tape. No warranty on freeze ups. | | |
| *HOME TO BE SET ON Full Foundation | | | | 2 YEAR Factory Warranty Through CAVALIER HOMES. Addison AL. | | |
| IMPROVEMENT TO ground PER ESTIMATE | | | | | | |
| *Linoleum in Kitchen + Dining AREA. | | | | | | |
| BALANCE CARRIED TO OPTIONAL EQUIPMENT | | | | \$ | | |

| NOTE: WARRANTY AND EXCLUSIONS AND LIMITATIONS OF DAMAGES ON THE REVERSE SIDE. | | | |
|---|------------|----------|--|
| DESCRIPTION OF TRADE-IN | YEAR | SIZE | |
| MAKE | MODEL | BEDROOMS | |
| TITLE NO. | SERIAL NO. | COLOR | |
| AMOUNT OWING TO WHOM | | | |
| ANY DEBT BUYER OWES ON TRADE-IN IS TO BE PAID BY <input type="checkbox"/> DEALER <input type="checkbox"/> BUYER | | | |

Dealer and Buyer certify that the additional terms and conditions printed on the other side of this contract are agreed to as a part of this agreement, the same as if printed above the signatures. Buyer is purchasing the above described trailer, manufactured home or vehicle; the optional equipment and accessories, the insurance as described has been voluntary; that Buyer's trade-in is free from all claims whatsoever, except as noted.

THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN DEALER AND BUYER AND NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT CONTAINED IN THIS CONTRACT. BUYER(S) ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT BUYER(S) HAVE READ AND UNDERSTAND THE BACK OF THIS AGREEMENT.

| | |
|--|---|
| AMERICA'S HOME BROKERS, INC. Not Valid Unless Signed and Accepted by an Officer of the Company or an Authorized Agent By <u>Angie Ruckel</u> Approved | SIGNED X <u>Larry M. Phillips</u> BUYER SOCIAL SECURITY NO. <u>496 174 16415</u> SIGNED X <u>Ann Phillips</u> BUYER SOCIAL SECURITY NO. <u>492 168 13529</u> |
|--|---|

Sale Contract

(WITH FINANCING CONTINGENCY)

RECEIVED FROM Pavel Schmidt August, Mo. 20, 2004

hereinafter called purchaser,
the sum of Two hundred and fifty Dollars (\$ 250-)
as earnest deposit and as part of the cash consideration for the purchase of the following described property situated in
the County of Lincoln Missouri, known or described as: LOT # 14 Hickory
Ridge Subdivision, 145 WIDGEON DRIVE FOLEY MO. 63347

together with (if any) the improvements thereon and appurtenances, fixtures and equipment thereto belonging (which Seller guarantees to own free and clear of encumbrances), including all lighting, built-in heating, cooling and plumbing equipment and fixtures, attached linoleum, radiator shields, shades, curtain and drapery fixtures, Venetian blinds, shutters, storm sash and doors, screens, awnings, ventilating and exhaust fans, water heaters, stokers, oil and gas burners, garbage disposal and dishwasher, trees and shrubs, gas lights and gas fired barbeque pits, built in ovens and ranges, attached mirrors, attached T.V. antennas, and attached fireplace equipment, and all articles now provided for tenant use:

which property is this day agreed to be sold to purchaser, subject to approval of seller by noon of August 24, 2004, and not otherwise (and if not so approved earnest deposit shall be returned to purchaser) for the total sale price of
Dollars (\$ 135,000-)

on the following terms:
Earnest deposit made as per this receipt.....\$ 250-
Additional earnest deposit to be made by purchaser on
20.....\$
Cash to be paid on closing date of sale as hereinafter fixed (subject to adjustments as herein provided).....\$
Deed or deeds of trust of record, subject to which title shall be transferred, ...\$

Deed or deeds of trust to be accepted by seller as part purchase money.....\$ 13,500-
(Insert terms including type of loan, interest rate, method of payment, term of years, prepayment privilege, if any, commission, if any, and any special provisions.)
5% INTEREST ONLY ANNUALLY DUE DEC 31ST EACH YEAR.

This contract is contingent upon the availability to purchaser of financing, as set forth below, to be secured by deed or deeds of trust on said property. If commitment therefor be not obtained by noon of August 25, 2004, this contract shall be null and void and earnest deposit returned to purchaser. Said financing being as follows:

SELLER TO PAY UP TO \$ 1500- IN CLOSING COST AND PREPAYS.

The sale under this contract shall be closed under the General Closing Conditions and Sales Practices, subject to any Special Agreements between Seller and Purchaser, all set forth on the reverse side hereof and hereby made a part of this contract, as fully and effectually as if they were incorporated herein, at the office of.....

WENNER TITLE COMPANY TRUST CO.
on August 30th 2004 or on such prior date as the parties hereto may agree.

All adjustments referred to on the reverse side hereof to be made as of.....
Title to pass when sale is closed. Time is of the essence of this contract.
Possession of property to be delivered to purchaser at time of transfer of title, or on closing

Deed to.....
By.....
Approved..... 20.....
I/we agree to pay.....

is authorized to order title examined.
Purchaser
Purchaser
the Commission as provided on the reverse side hereof, to be a lien on said property.
Seller
FRENID INVESTMENTS LLC
Seller

Address..... Phone.....
Address..... Phone 366-4286
Witness.....
Witness.....

AMERICA'S HOME BROKERS, INC.

345 John Deere Dr.
 MOSCOW MILLS, MISSOURI 63362
 (636) 366-4750 • Fax: (636) 356-4841

| | | | |
|---|------------------------------|---------------------------|---------------------------------|
| BUYER(S) <u>Paul Cutright</u> | | PHONE <u>636-240-1815</u> | DATE <u>7-23-04</u> |
| ADDRESS <u>835 South Valleywood Ct O'Fallon, MO. 63364</u> | | | |
| DELIVERY ADDRESS <u>#13 Hwy 6309n Near Florence, MO. 63363</u> | | | |
| SALESPERSON <u>Todd</u> | | | |
| MAKE & MODEL <u>Cavalier Model 136019</u> | YEAR <u>03</u> | BD. ROOMS <u>3</u> | FLOOR SIZE <u>W L70 W 32</u> |
| SERIAL NUMBER <u>BC03AL0133131 A/6</u> | COLOR <u>Smaller wood</u> | | STOCK NUMBER |
| <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED | | PROPOSED DELIVERY DATE | KEY NUMBERS |

| LOCATION | R-VALUE | THICKNESS | TYPE OF INSULATION | BASE PRICE OF UNIT | |
|----------|---------|-----------|--------------------|--------------------|---|
| CEILING | 22 | | | \$ 53,000 | - |
| EXTERIOR | 11 | | | | |
| FLOORS | 22 | | | | |

THIS INSULATION INFORMATION WAS FURNISHED BY THE MANUFACTURER AND IS DISCLOSED IN COMPLIANCE WITH THE FEDERAL TRADE COMMISSION RULE 16CRF, SECTION 460.16.

| OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES | NON-TAXABLE ITEMS |
|--|---|
| Delivery — Within 100 mile radius. \$ | VARIOUS FEES AND INSURANCE |
| Set-Up — On customer's piers. | 1. CASH PURCHASE PRICE \$ |
| Block, level, and tie down home — one time. | TRADE-IN ALLOWANCE \$ |
| Remove hitch IF BOLT ON, ONLY! | LESS BAL. DUE on above \$ |
| Hook up water and sewer to stubs under home. | NET ALLOWANCE \$ |
| Insulate and heat tape waterline — under home. | CASH DOWN PAYMENT \$ |
| Skirt home <u>NO</u> Install A/C <u>4TON</u> . | CASH AS AGREED (SEE REMARKS) \$ |
| Tires & axles are property of America's Home Brokers, Inc. | 2. LESS TOTAL CREDITS \$ |
| Electric and or gas hook ups are buyer's responsibility. | SUB-TOTAL \$ |
| Buyer responsible for any heavy or extra equipment needed! | SALES TAX (If Not Included Above) |
| | 3. Unpaid Balance of Cash Sale Price \$ 55,371.79 |

REMARKS:
 Home sold AS-IS, with NO warranty, either expressed or implied or otherwise, by America's Home Brokers, Inc. Skirting installed up to 36" high. Framing of skirting is customer responsibility. No warranty on heat tape. No warranty on freeze ups.

Skirting Color Desert Sand

SKIRTING MATERIAL ONLY.
4TON A/C INSTALLED

| NOTE: WARRANTY AND EXCLUSIONS AND LIMITATIONS OF DAMAGES ON THE REVERSE SIDE. | | | |
|---|------------|------|----------|
| DESCRIPTION OF TRADE-IN | YEAR | SIZE | |
| MAKE | MODEL | x | BEDROOMS |
| TITLE NO. | SERIAL NO. | | COLOR |
| AMOUNT OWING TO WHOM | | | |
| ANY DEBT BUYER OWES ON TRADE-IN IS TO BE PAID BY <input type="checkbox"/> DEALER <input type="checkbox"/> BUYER | | | |

THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN DEALER AND BUYER AND NO OTHER REPRESENTATION OR UNDERTAKING, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT CONTAINED IN THIS CONTRACT. BUYER(S) ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT BUYER(S) HAVE READ AND UNDERSTAND THE BACK OF THIS AGREEMENT.

| | |
|---|--|
| <p>AMERICA'S HOME BROKERS, INC. DEALER</p> <p>Not Valid Unless Signed and Accepted by an Officer of the Company or an Authorized Agent</p> <p>By <u>[Signature]</u> Approved</p> | <p>SIGNED X <u>[Signature]</u> BUYER</p> <p>SOCIAL SECURITY NO. _____</p> <p>SIGNED X _____ BUYER</p> <p>SOCIAL SECURITY NO. _____</p> |
|---|--|

AMERICA'S HOME BROKERS, INC.

345 John Deere Dr.
 MOSCOW MILLS, MISSOURI 63362
 (636) 366-4750 • Fax: (636) 358-4841

| | | | |
|--|------------------------------|--|---|
| BUYER(S) <u>Frank & Tammy Ballard</u> | | PHONE <u>636-462-2080</u> | DATE <u>2-15-04</u> |
| ADDRESS <u>1211 Ridge Rd Joplin, MO. 63379</u> | | SALESPERSON <u>Todd</u> | |
| DELIVERY ADDRESS <u>Same as above</u> | | | |
| MAKE & MODEL <u>Cavalier Power house</u> | YEAR <u>04</u> | BD. ROOMS <u>4</u> | FLOOR SIZE L <u>W</u> <u>180</u> <u>28</u> |
| SERIAL NUMBER <u>CV 04AL0202795 AFB</u> | COLOR <u>Beige - Clay</u> | PROPOSED DELIVERY DATE | KEY NUMBERS |
| LOCATION | | R-VALUE | THICKNESS |
| CEILING | | <u>22</u> | |
| EXTERIOR | | <u>11</u> | |
| FLOORS | | <u>22</u> | |
| THIS INSULATION INFORMATION WAS FURNISHED BY THE MANUFACTURER AND IS DISCLOSED IN COMPLIANCE WITH THE FEDERAL TRADE COMMISSION RULE 16CFR, SECTION 460.16. | | | |
| OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES | | NON-TAXABLE ITEMS | |
| Delivery — Within 100 mile radius. \$ | | VARIOUS FEES AND INSURANCE | |
| Set-Up — On customer's piers. | | 1. CASH PURCHASE PRICE \$ <u>57,243.00</u> | |
| Block, level, and tie down home — one time. | | TRADE-IN ALLOWANCE \$ | |
| Remove hitch IF BOLT ON, ONLY! | | LESS BAL. DUE on above \$ | |
| Hook up water and sewer to stubs under home. | | NET ALLOWANCE \$ | |
| Insulate and heat tape waterline — under home. | | CASH DOWN PAYMENT \$ <u>7,243.00</u> | |
| Skirt home <u>NO</u> Install A/C <u>Yes</u> | | CASH AS AGREED (SEE REMARKS) \$ <u>6,000.00</u> | |
| Tires & axles are property of America's Home Brokers, Inc. | | 2. LESS TOTAL CREDITS \$ | |
| Electric and or gas hook ups are buyer's responsibility. | | SUB-TOTAL \$ | |
| Buyer responsible for any heavy or extra equipment needed! | | SALES TAX (If Not Included Above) | |
| | | 3. Unpaid Balance of Cash Sale Price \$ <u>50,000.00</u> | |
| REMARKS: Home sold AS-IS, with NO warranty, either expressed or implied or otherwise, by America's Home Brokers, Inc. Skirting installed up to 36" high. Framing of skirting is customer responsibility. No warranty on heat tape. No warranty on freeze ups. <u>Factory Warranty 1 yr.</u> <u>Cavalier Homes.</u> <u>Addison Alabama</u> | | | |
| BALANCE CARRIED TO OPTIONAL EQUIPMENT \$ | | | |
| NOTE: WARRANTY AND EXCLUSIONS AND LIMITATIONS OF DAMAGES ON THE REVERSE SIDE | | | |
| DESCRIPTION OF TRADE-IN | YEAR | SIZE | |
| MAKE | MODEL | BEDROOMS | |
| TITLE NO. | SERIAL NO. | COLOR | |
| AMOUNT OWING TO WHOM | | | |
| ANY DEBT BUYER OWES ON TRADE-IN IS TO BE PAID BY <input type="checkbox"/> DEALER <input type="checkbox"/> BUYER | | | |
| THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN DEALER AND BUYER AND NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT CONTAINED IN THIS CONTRACT. BUYER(S) ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT BUYER(S) HAVE READ AND UNDERSTAND THE BACK OF THIS AGREEMENT. | | | |
| AMERICA'S HOME BROKERS, INC. DEALER | | SIGNED X <u>Frank Ballard</u> BUYER | |
| Not Valid Unless Signed and Accepted by an Officer of the Company or an Authorized Agent | | SOCIAL SECURITY NO. _____ | |
| By <u>Todd</u> Approved | | SIGNED X <u>Tammy Ballard</u> BUYER | |
| | | SOCIAL SECURITY NO. _____ | |