  
20120619000216590 1/6 \$27.00  
Shelby Cnty Judge of Probate, AL  
06/19/2012 03:11:01 PM FILED/CERT

## MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

Record and Return ☐ by Mail ☐ by Pickup to:  
WFHM FINAL DOCS X2599-024

405 SW 5TH STREET  
DES MOINES, IA 50309-4600

This Instrument Prepared By:

CHRISTINE GRULLON

Preparer's Name

12854 KENAN DR, 2ND FLOOR

Preparer's Address 1

JACKSONVILLE, FL 322587400

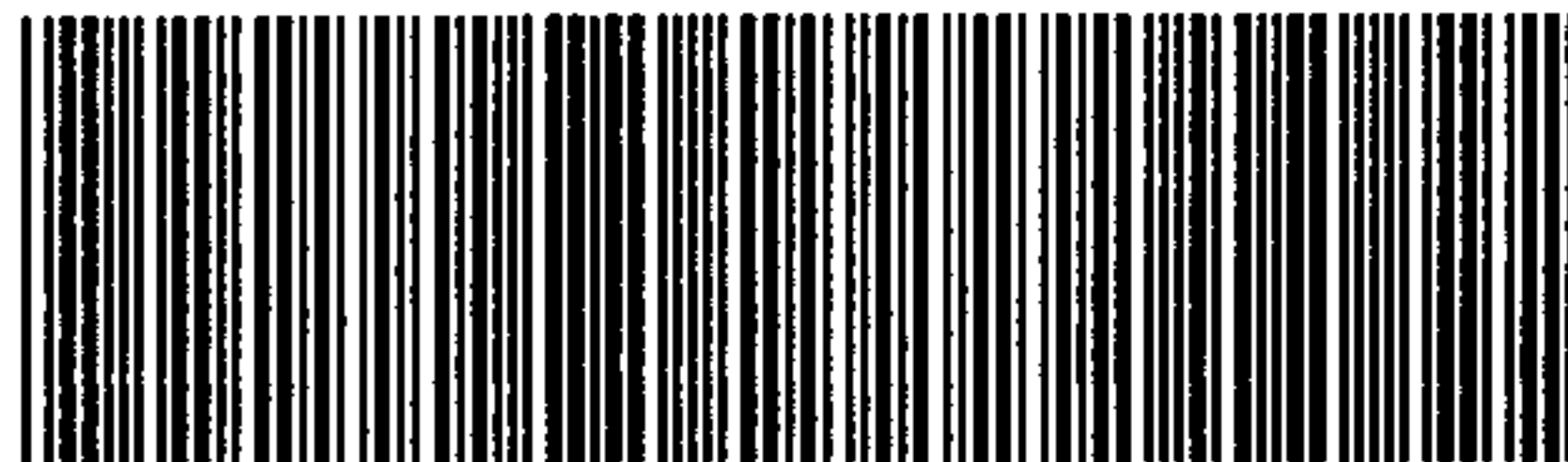
Preparer's Address 2

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

Page 1

Initial: 

NMFL # 7111 (MAHA) Rev 2/4/2008



TODD A SMITH

[type the name of each Homeowner signing this Affidavit]:  
being duly sworn, on his or her oath state as follows:

1. Homeowner owns the manufactured home ("Home") described as follows:

USED	2002	PALM HARBOR	NA NA	077 x 027
New/Used	Year	Manufacturer's Name	Model Name or Model No.	Length x Width
PH234962A		PH234962B		
Serial No.	Serial No.	Serial No.	Serial No.	

2. The Home was built in compliance with the federal Manufactured Home Construction and Safety Standards Act.

3. If the Homeowner is the first retail buyer of the Home, Homeowner is in receipt of (i) the manufacturer's warranty for the Home, (ii) the Consumer Manual for the Home, (iii) the Insulation Disclosure for the Home, and (iv) the formaldehyde health notice for the Home.

4. The Home is or will be located at the following "Property Address":

381 BENT PINE DRIVE, HELENA, SHELBY, AL 35080

Street or Route, City, County, State Zip Code

5. The legal description of the Property Address ("Land") is:

ATTACH LEGAL DESCRIPTION

THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, P.O. BOX 11701, NEWARK, NJ 071014701

6. The Homeowner is the owner of the Land or, if not the owner of the Land, is in possession of the real property pursuant to a lease in recordable form, and the consent of the lessor is attached to this Affidavit.

7. The Home [ ] is [ ] shall be anchored to the Land by attachment to a permanent foundation, constructed in accordance with applicable state and local building codes and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty, and permanently connected to appropriate residential utilities (e.g., water, gas, electricity, sewer) ("Permanently Affixed"). The Homeowner intends that the Home be an immoveable fixture and a permanent improvement to the Land.

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8. The Home shall be assessed and taxed as an improvement to the Land.
9. Homeowner agrees that as of today, or if the Home is not yet located at the Property Address, upon the delivery of the Home to the Property Address:
- (a) All permits required by governmental authorities have been obtained;
  - (b) The foundation system for the Home was designed by an engineer to meet the soil conditions of the Land. All foundations are constructed in accordance with applicable state and local building codes, and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty.
  - (c) The wheels, axles, towbar or hitch were removed when the Home was, or will be, placed on the Property Address; and
  - (d) The Home is (i) Permanently Affixed to a foundation, (ii) has the characteristics of site-built housing, and (iii) is part of the Land.
10. If the Homeowner is the owner of the Land, any conveyance or financing of the Home and the Land shall be a single transaction under applicable state law.
11. Other than those disclosed in this Affidavit, the Homeowner is not aware of (i) any other claim, lien or encumbrance affecting the Home, (ii) any facts or information known to the Homeowner that could reasonably affect the validity of the title of the Home or the existence or non-existence of security interests in it.
12. A Homeowner shall initial only one of the following, as it applies to title to the Home:  
**[Closing and Agent: please refer to the Manufactured Home and Land Supplemental Closing Instructions for completion instructions]:**
- ☐ The Home is not covered by a certificate of title. The original manufacturer's certificate of origin, duly endorsed to the Homeowner, is attached to this Affidavit, or previously was recorded in the real property records of the jurisdiction where the Home is to be located.
  - ☐ The Home is not covered by a certificate of title. After diligent search and inquiry, the Homeowner is unable to produce the original manufacturer's certificate of origin.
  - ☐ The manufacturer's certificate of origin and/or certificate of title to the Home ☐ shall be ☐ has been eliminated as required by applicable law.
  - ☐ The Home shall be covered by a certificate of title.
13. This Affidavit is executed by Homeowner(s) pursuant to applicable state law.

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Page 3

Initial: MS

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IN WITNESS WHEREOF, Homeowner(s) has executed this Affidavit in my presence and in the presence of the undersigned witnesses on this 9<sup>th</sup> day of

September, 2010.

Homeowner #1 (SEAL)  
TODD A SMITH

Witness

Homeowner #2 (SEAL)

Witness

Homeowner #3 (SEAL)

Witness

Homeowner #4 (SEAL)

Witness

STATE OF AL )

) ss.:

COUNTY OF Shelby )

On the 9<sup>th</sup> day of September in the year 2010  
before me, the undersigned, a Notary Public in and for said State, personally appeared

Todd A. Smith

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

W Jason Ingram  
Notary Signature

W Jason Ingram  
Notary Printed Name

Notary Public, State of AL

Qualified in the County of Shelby

W JASON INGRAM  
My Commission expires: MY COMMISSION EXPIRES  
JULY 16, 2011

Official Seal:

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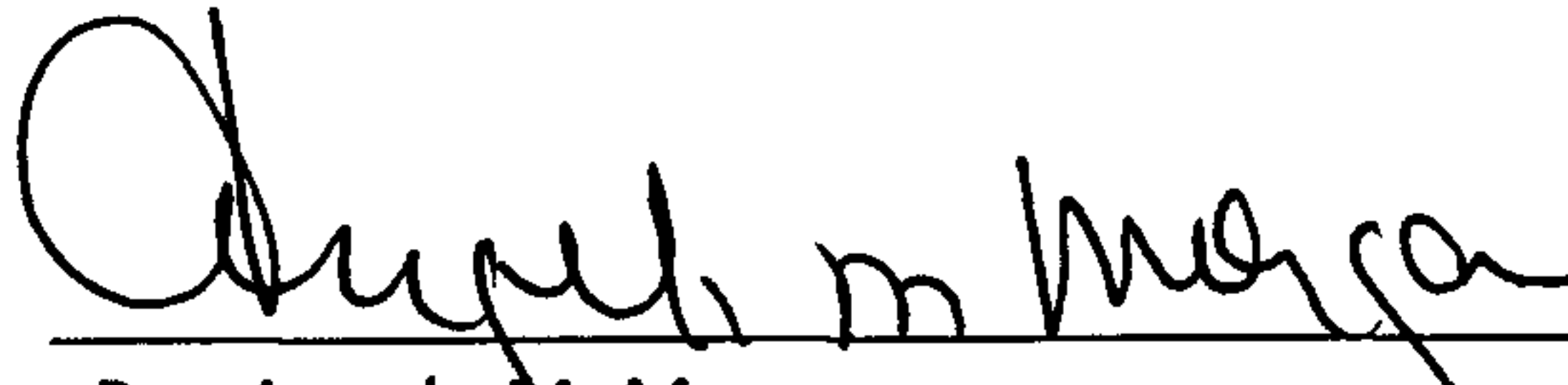
**Lender's Statement of Intent:**

The undersigned ("Lender") intends that the Home be an immoveable fixture and a permanent improvement to the Land.

Wells Fargo Bank, N.A.

Lender

Witness :

 (SEAL)  
By: Angela M. Morgan  
Its: Vice President Loan Documentation

Witness :

STATE OF MINNESOTA )

) ss.:

COUNTY OF DAKOTA )

On the 06 day of June in the year 2012 before me, the Undersigned, a Notary Public in and for said State, personally appeared Angela M. Morgan, Vice President Loan Documentation, Wells Fargo Bank, N.A., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.



Notary Signature

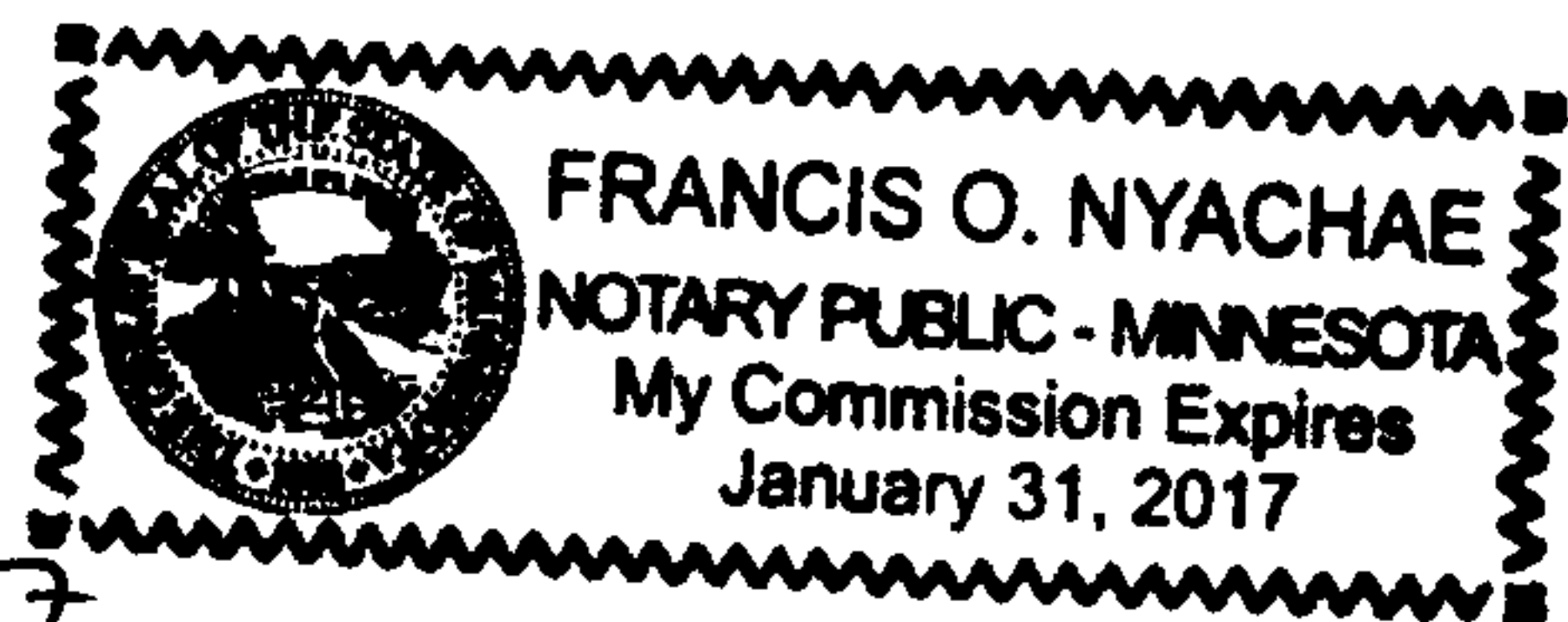
**Francis O. Nyachae**

Notary printed Name

Notary Public; State of: Minnesota

Qualified in the County of: DAKOTA

My commission expires: January 31 2017





File No.: 322510

### EXHIBIT A

Commence at the SE Corner of the SW 1/4 of the NE 1/4 of Section 12, Township 21 South, Range 5 West, Shelby County, Alabama; thence S86°57'56"W, a distance of 200.00' to the POINT OF BEGINNING; thence continue along the last described course, a distance of 622.00'; thence N03°53'04"W, a distance of 145.06'; thence S85°23'20"E, a distance of 97.79'; thence S65°05'45"E, a distance of 195.84'; thence S82°25'06"E, a distance of 58.60'; thence N65°11'39"E, a distance of 136.48'; thence N84°22'57"E, a distance of 168.74'; thence S03°53'04"E, a distance of 87.72' to the POINT OF BEGINNING.

Said Parcel containing 1.18 acres, more or less.

ALSO AND INCLUDING A JOINT 20' Ingress/Egress, Utility and Drainage Easement, lying 10' either side of and parallel to the following described centerline:

Commence at the SE Corner of the SW 1/4 of the NE 1/4 of Section 12, Township 21 South, Range 5 West, Shelby County, Alabama; thence S86°57'56"W, a distance of 200.00'; thence N03°53'04"W, a distance of 77.71' to the POINT OF BEGINNING OF SAID CENTERLINE; thence S84°22'57"W, a distance of 166.74'; thence S65°11'39"W, a distance of 137.70'; thence N82°25'06"W, a distance of 63.03'; thence N65°05'45"W, a distance of 195.57'; thence N85°23'20"W, a distance of 94.51' to the POINT OF ENDING OF SAID CENTERLINE, Also a 20.00 foot ingress and egress easement across an existing roadway, the approximate centerline being described as: Commence at the SE Corner of the SW 1/4 of the NE 1/4 of Section 12, Township 21 South, Range 5 West, Shelby County, Alabama; thence S86°57'56"W, a distance of 200.00'; thence N03°53'04"W, a distance of 65.00 feet to the POINT OF BEGINNING OF SAID CENTERLINE; thence turn left 89°09' from the east boundary of above described property in an easterly direction 135.00 feet; thence turn right 7°40' in a southeasterly direction 75.00 feet; thence turn right 55°00' in a southeasterly direction 75.00 feet, more or less, to intersection with said south boundary and terminus of this centerline, and also an ingress and egress easement described as the east 30.00 feet of the west half of the South-East quarter of said Section 12 lying north of Highway 13.



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