



20120709000243810 1/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
07/09/2012 03:31:45 PM FILED/CERT

## MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

Record and Return ☐ by Mail ☐ by Pickup to:  
**FINAL DOCS T7408-01F**

**4101 WISEMAN BLVD BLDG 108**  
**SAN ANTONIO, TX 78251-4200**

This Instrument Prepared By:

**CATHY ELERUM**

Preparer's Name

**2701 WELLS FARGO WAY,**

Preparer's Address 1

**MINNEAPOLIS, MN 554080000**

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.

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Initial: *CE*

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



**JAMES RICHARD HORTON**

**AMY HORTON**

[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 CAVALIER HOMES 075 x 027**

New/Used Year Manufacturer's Name Model Name or Model No. Length x Width

**CV03AL0451480A CV03AL0451480B**

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":

**20 MERRELL DR, SHELBY, SHELBY, AL 35143**

Street or Route, City, County, State Zip Code

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

**SEE ATTACHED LEGAL DESCRIPTION**

**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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IN WITNESS WHEREOF, Homeowner(s) has executed this Affidavit in my presence and in the presence of the undersigned witnesses on this 13th day of April, 2011.

James Richard Horton  
Homeowner #1 (SEAL)

**JAMES RICHARD HORTON**

Mike T. Atchison  
Witness

Amy Horton  
Homeowner #2 (SEAL)

**AMY HORTON**

Mike T. Atchison  
Witness

Homeowner #3 (SEAL)

Witness

Homeowner #4 (SEAL)

Witness

STATE OF Alabama )  
COUNTY OF Shelby ) ss.:

On the 13th day of April in the year 2011  
before me, the undersigned, a Notary Public in and for said State, personally appeared  
James Richard Horton and Amy Horton

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.

Mike T. Atchison  
Notary Signature

Mike T. Atchison  
Notary Printed Name

Notary Public, State of Alabama

Qualified in the County of Shelby

My Commission expires: 10-16-12

Official Seal:



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## EXHIBIT A

### PARCEL I:

Commence at the Northeast corner of the SW  $\frac{1}{4}$  of Section 1, Township 24 North, Range 15 East; thence proceed in a southerly direction along the East boundary of said  $\frac{1}{4}$  section for a distance of 645.0 feet to a point; thence turn an angle of 17 degrees 14 minutes to the right and run 134.94 feet to the point of beginning of the parcel of land herein described; thence continue in the same direction for 131.05 feet to a point being on the Northeast right of way line of a county road; thence turn angle of 85 degrees 00 minutes to the left and run 41.95 feet, along said right of way line to a point, being the point of intersection with the West right of way line of another county road; thence turn an angle of 112 degrees 14 minutes to the left and run along said West right of way line for 141.04 feet to the point of beginning. Said parcel of land is lying in the SW  $\frac{1}{4}$  of Section 1, Township 24 North, Range 15 East.

### PARCEL II:

Commence at the Northeast corner of the SW  $\frac{1}{4}$  of Section 1, Township 24 North, Range 15 East; thence proceed in a southerly direction along the East boundary line of said SW  $\frac{1}{4}$  of Section 1, Township 24 North, Range 15 east, for a distance of 645.0 feet; thence turn an angle of 17 degrees 14 minutes to the right and run for a distance of 134.94 feet to the point of beginning of the parcel of land herein described, being a point on the West right of way line of a county road; thence turn an angle of 17 degrees 14 minutes to the left and proceed in a southerly direction along said right of way for a distance of 141.04 feet to a point; thence turn an angle of 112 degrees 14 minutes to the right and proceed in a northwesterly direction along the northern right of way line of a county road for a distance of 158.27 feet to a point; thence turn an angle of 100 degrees 58 minutes to the right and proceed for a distance of 267.50 feet to a point, being a point on the West right of way line of a county road; thence turn an angle of 146 degrees 48 minutes to the right and proceed along said West boundary of said right of way a distance of 142.73 feet to the point of beginning. Said parcel is lying in the SW  $\frac{1}{4}$ , Section 1, Township 24 North, Range 15 East. EXCEPTED here from is a triangular shaped parcel of land heretofore deeded to James William Horton and wife, Margaret Ann Horton by deed dated January 26, 1981, and recorded in Deed Book 331, Page 192, in the Probate Office of Shelby County, Alabama.



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