

MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

Record and Return [] by Mail [] by Pickup to
WFHM FINAL DOCS X9999-01M
1000 BLUE GENTIAN ROAD
EAGAN, MN 55121
This Instrument Prepared By:
Prepare's Name
Prepare's Title
Prepare's Address 1
Prepare's Address 2
0060268612
Loan Number

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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NMFL # 7111 (MAHA) Rev 11/05

SHAE	N. MART	IN	<u> </u>	<u> </u>	· · · · · · · · · · · · · · · · · · ·		
			• •		•	ng this Affidavit]:	
being	duly swo	rn, on his	or her oath	state as foll	ows:		
1.	Homeow	ner owns	the manufa	actured home	("Home")	described as follow	vs:
NEW	2005	SUNSET	HOMES		CAVALIER		060 _X 027
New/U	sed Year	Manufact	urer's Name		Model Name	or Model No.	Length x Width
CV05	ALO26645	3 A	CV05ALO266	453B			
Serial I		e was bu	•		erial No. e federal M	Serial No. anufactured Home	
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.				Home, (iii) the		
				at the followed at the followe	•	erty Address":	
Stree	t or Route	, City, Co	ounty, State	Zip Code			
5.	The legal	descript	ion of the Pr	operty Addre	ess ("Land") is:	
· · · · · · · · · · · · · · · · · · ·				· • • • • • • • • • • • • • • • • • • •			
<u></u>				· · · · · · · · · · · · · · · · · · ·			
THIS	IS A PU	JRCHASE	MONEY SEC	URITY INSI	RUMENT.		
	STATEMEN MOINES,			T TO: WEI	LS FARGO	HOME MORTGAGE,	P.O. BOX 10304,
6.		roperty p	oursuant to a			e owner of the Lar m, and the consen	nd, is in possession of t of the lessor is
7.	foundation manufact warranty electricity	n, constituter's sp urer's sp , and per , sewer)	ructed in acceptance of the contract of the co	cordance with in a manner nnected to a	h applicable sufficient to propriate in The Home	residential utilities e eowner intends tha	ilding codes and icable manufacturer's (e.g., water, gas,

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8.	The Home shall be assessed and taxed as an improvement to the Lano.
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:

- (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

All permits required by governmental authorities have been obtained;

- (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.
- 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.

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.		

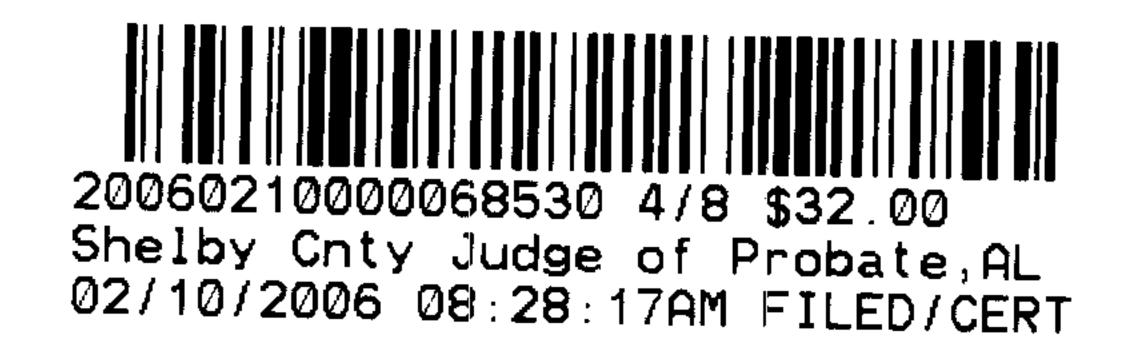
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This Affidavit is executed by Homeowner(s) pursuant to applicable state law.

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13.

(a)



IN WITNESS WHEREOF, Homeowner(s) has presence of the undersigned witnesses on JANUARY , 2006		y presence and in the
Thue Martin		
Homeowner #1 (SEAL) SHAE N. MARTIN	Witness	
Homeowner #2 (SEAL)	Witness	
Homeowner #3 (SEAL)	Witness	
Homeowner #4 (SEAL)	Witness	
STATE OF ALABAMA COUNTY OF JEFFERSON	ss.:	
On the <u>18TH</u> day of <u>JANU</u>	ARY	n the year 2006
SHAE N. MARTIN personally known to me or proved to me or whose name(s) is(are) subscribed to the with he/she/they executed the same in his/her/the instrument, the individual(s), or the per the instrument. Notary Signature	n the basis of satisfactory eventhin instrument and acknown heir capacity(ies), and that be son on behalf of which the instrument.	vidence to be the individual(s) ledged to me that y his/her/their signature(s) on ndividual(s) acted, executed
Notary Public; State of ALABAMA	Qualified in the C	ounty of <u>JEFFERSON</u>
My commission expires: -43 Official Seal:		APRIL 2008

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.

Escrow File No.: BHM0507971

20060210000068530 5/8 \$32.00 Shelby Cnty Judge of Probate, AL 02/10/2006 08:28:17AM FILED/CERT

EXHIBIT "A"

Commence at the NE corner of the NW 1/4 of NE 1/4 of SW 1/4, Section 23, Township 18 S, Range 2 E and run thence Southerly along the said 1/4-1/4-1/4 line a distance of 132.07 feet to a point; thence turn an angle of 101° 11' 11" right and run Westerly a distance of 160.09 feet to the point of beginning of the property being described; thence turn an angle of 1° 20' 02" right and run a distance of 69.78 feet to ta point; thence turn an angle of 97° 21' 10" left and run Southerly a distance of 53.28 feet to a point; thence turn an angle of 118° 31' 00" right an run northwesterly a distance of 134.97 feet to a point on the E right of way line of Shelby County Highway No. 57; thence turn an angle of 69° 27' 00" right and run Northerly along said right of way line a distance of 126.71 feet to a point; thence turn an angle of 74° 12' 00" right and run Easterly a distance of 139.79 feet to a point; thence turn an angle of 86° 55' 00" right and run Southerly a distance of 167.99 feet to the point of beginning. Situated in Shelby County, Alabama.

20060210000068530 6/8 \$32.00 Shelby Cnty Judge of Probate, AL 02/10/2006 08:28:17AM FILED/CERT

Record and F	Return [] by Mail [] by Pickup to
WFHM FINAI	L DOCS X999-01M
1000 BLUE	GENTIAN ROAD
EAGAN, MN	55121

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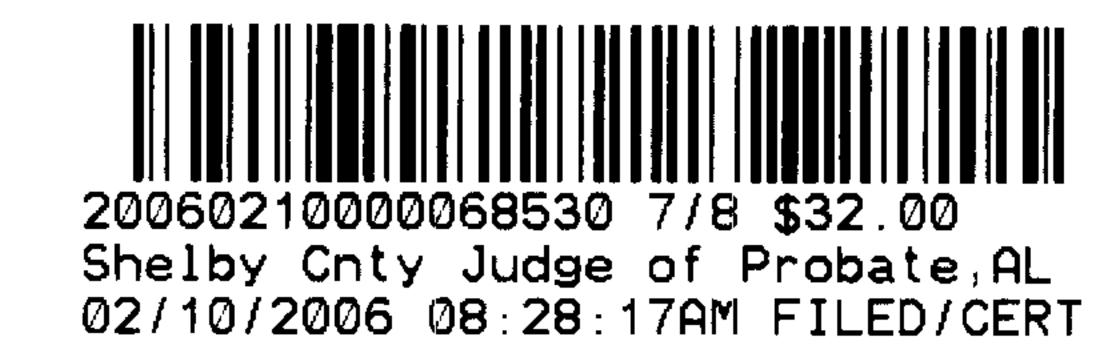
MANUFACTURED HOME RIDER TO SECURITY INSTRUMENT

This Rider is made this **JANUARY 18, 2006**, and is incorporated into and amends and

Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to

supplements the Mortgage, Open-End Mortgage, Deed of Trust, or Credit Line Deed of Trust,

secure	e Borrowe	r's No	te to wells fargo ba	NK, N.A.	
				("Lender	") of the same date
("Note	e") and co	vering	the Property described	d in the Security Instrument a	and located at:
2340	HIGHWAY	57,	VINCENT, AL 35178		
			(Property	Address)	
Borrov		ender	agree that the Security	Instrument is amended and	supplemented to read as
2.	Note, the "Property Home" de Instrumer Purpose	Secur ", as the scribe escribent shall and Eff	hat term is defined in the day and the day and the day and the last meaning the same meaning the day and the same meaning the day are the d	this Rider, the term "Loan Do Construction Loan Agreeme the Security Instrument, incluse Is Rider. All terms defined in this Rider. IS A CONFLICT BETWEEN INSTRUMENT, THE PROVIS	nt, and the term Ides the "Manufactured THE PROVISIONS IN THIS
	SHALL CO BE ELIMIN	ONTRO VATED	DL. THE CONFLICTING	PROVISIONS IN THE SECU ICH AS IS NECESSARY TO I	RITY INSTRUMENT WILL
			ty Interest. All of Borrocured by the Manufacto	ower's obligations secured by ured Home:	y the Security Instrument
	NEW	2005	SUNSET HOMES	CAVALIER	060 x 027
	New/Used	Year	Manufacturer's Name	Model Name or Mode	el No. Length x Width
	CV05AL02	26645	3A CV05AL026645	53B	
	Serial No.	· · · · · · · · · · · · · · · · · · ·	Serial No.	Serial No.	Serial No.



- 4. Affixation. Borrower covenants and agrees:
 - (a) to affix the Manufactured Home to a permanent foundation on the Property;
 - (b) to comply with all Applicable Law regarding the affixation of the Manufactured Home to the Property;
 - (c) upon Lender's request, to surrender the certificate of title to the Manufactured Home, if surrender is permitted by Applicable Law, and to obtain the requisite governmental approval and documentation necessary to classify the Manufactured Home as real property under Applicable Law;
 - (d) that affixing the Manufactured Home to the Property does not violate any zoning laws or other local requirements applicable to the Property;
 - (e) that the Manufactured Home will be, at all times and for all purposes, permanently affixed to and part of the Property.
- 5. Charges; Liens. Section 4, Paragraph 1 of the Security Instrument is amended to add a new third sentence to read:

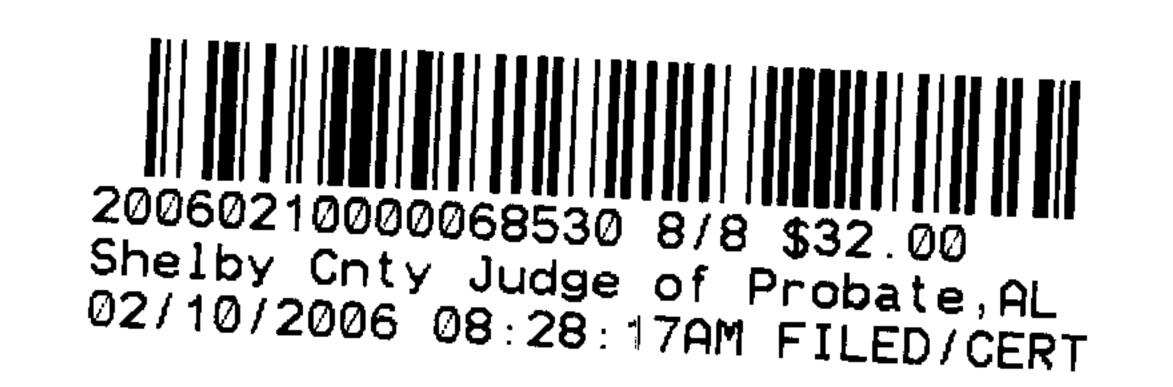
Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and receipts evidencing the payments.

6. **Property Insurance.** Section 5, Paragraph 1 of the Security Instrument is amended to add a new second sentence to read:

Whenever the Manufactured Home is transported on the highway, Borrower must have trip insurance.

- 7. **Notices.** The second sentence of Section 15 of the Security Instrument is amended by inserting the words "unless otherwise required by law" at the end.
- 8. Additional Events of Default. Borrower will be in default under the Security Instrument:
 - (a) if any structure on the Property, including the Manufactured Home, shall be removed, demolished, or substantially altered;
 - (b) if Borrower fails to comply with any requirement of Applicable Law (Lender, however, may comply and add the expense to the principal balance Borrower owes to Lender); or
 - (c) if Borrower grants or permits any lien on the Property other than Lender's lien, or liens for taxes and assessments that are not yet due and payable.
- 9. **Notice of Default.** If required by Applicable Law, before using a remedy, Lender will send Borrower any notice required by law, and wait for any cure period that the law may require for that remedy.
- 10. Additional Rights of Lender in Event of Foreclosure and Sale. In addition to those rights granted in the Note and Security Instrument, Lender shall have the following rights in the event Lender commences proceedings for the foreclosure and sale of the Property.
 - (a) At Lender's option, to the extent permitted by Applicable Law, Lender may elect to treat the Manufactured Home as personal property ("Personal Property Collateral"). Lender may repossess peacefully from the place where the Personal Property Collateral is located without Borrower's permission. Lender also may require Borrower to make the Personal Property Collateral available to Lender at a place Lender designates that is reasonably convenient to Lender and Borrower. At Lender's option, to the extent permitted by Applicable Law, Lender may detach and remove Personal Property Collateral from the Property, or Lender may take possession of it and leave it on the Property. Borrower agrees to cooperate with Lender if Lender exercises these rights.

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- (b) After Lender repossesses, Lender may sell the Personal Property Collateral and apply the sale proceeds to Lender's reasonable repossession, repair, storage, and sale expenses, and then toward any other amounts Borrower owes under the Loan Documents
- (c) In the event of any foreclosure sale, whether made by Trustee, or under judgment of a court, all of the real and Personal Property Collateral may, at the option of Lender, be sold as a whole or in parcels. It shall not be necessary to have present at the place of such sale the Personal Property Collateral or any part thereof. Lender, as well as Trustee on Lender's behalf, shall have all the rights, remedies and recourse with respect to the Personal Property Collateral afforded to a "Secured Party" by Applicable Law in addition to, and not in limitation of, the other rights and recourse afforded Lender and/or Trustee under the Security Instrument.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Rider.

WITNESS my hand and seal this	18TH day of <u>JANUARY</u> , 2006
Thu M. Martin	
Borrower	Borrower
SHAE N. MARTIN	
Printed Name	Printed Name
Borrower	Borrower
Printed Name	Printed Name
STATE OFALABAMA	
COUNTY OF <u>JEFFERSON</u>) ss.:)
whose name(s) is (are) subscribed to the windleshe/they executed the same in his/her/th	
	Notary Public; State of ALABAMA
	C • Qualified in the County of <u>JEFFERSON</u>
Notary Printed Name My commission expires: 43-2	Official Seal:
Drafted By:	[] Check if Construction Loan [] [] [] [] [] [] [] [] [] [
Loan Number: 0060268612	APRIL 33 2008
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