


0060268612


20060210000068530 1/8 \$32.00
Shelby Cnty Judge of Probate, AL
02/10/2006 08:28:17AM FILED/CERT

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.

SHAE N. MARTIN

[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:

NEW	2005	SUNSET HOMES	CAVALIER	060 x 027
New/Used	Year	Manufacturer's Name	Model Name or Model No.	Length x Width
CV05AL0266453A		CV05AL0266453B		

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":
2340 HIGHWAY 57, VINCENT, SHELBY, AL 35178

Street or Route, City, County, State Zip Code

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

THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, P.O. BOX 10304,
DES MOINES, IA 503060304

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.

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.

IN WITNESS WHEREOF, Homeowner(s) has executed this Affidavit in my presence and in the presence of the undersigned witnesses on this 18TH day of JANUARY, 2006.

Shae N. Martin
Homeowner #1 (SEAL)
SHAE N. MARTIN

[Signature]
Witness

Homeowner #2 (SEAL)

Witness

Homeowner #3 (SEAL)

Witness

Homeowner #4 (SEAL)

Witness

STATE OF ALABAMA)
) ss.:
COUNTY OF JEFFERSON)

On the 18TH day of JANUARY in the year 2006

before me, the undersigned, a Notary Public in and for said State, personally appeared SHAE N. MARTIN, 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.

[Signature]
Notary Signature

Charles D. Stewart Jr.
Notary Printed Name

Notary Public; State of ALABAMA

Qualified in the County of JEFFERSON

My commission expires: 4-13-08

Official Seal:



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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 a 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 and 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.



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1000 BLUE GENTIAN ROAD

EAGAN, MN 55121

MANUFACTURED HOME RIDER TO SECURITY INSTRUMENT

This Rider is made this JANUARY 18, 2006, and is incorporated into and amends and supplements the Mortgage, Open-End Mortgage, Deed of Trust, or Credit Line Deed of Trust, Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to WELLS FARGO BANK, N.A.

("Lender") of the same date
 ("Note") and covering the Property described in the Security Instrument and located at:

2340 HIGHWAY 57, VINCENT, AL 35178

(Property Address)

Borrower and Lender agree that the Security Instrument is amended and supplemented to read as follows:

- 1. Meaning of Some Words.** As used in this Rider, the term "Loan Documents" means the Note, the Security Instrument and any Construction Loan Agreement, and the term "Property", as that term is defined in the Security Instrument, includes the "Manufactured Home" described in paragraph 3 of this Rider. All terms defined in the Note or the Security Instrument shall have the same meaning in this Rider.
- 2. Purpose and Effect of Rider.** IF THERE IS A CONFLICT BETWEEN THE PROVISIONS IN THIS RIDER AND THOSE IN THE SECURITY INSTRUMENT, THE PROVISIONS IN THIS RIDER SHALL CONTROL. THE CONFLICTING PROVISIONS IN THE SECURITY INSTRUMENT WILL BE ELIMINATED OR MODIFIED AS MUCH AS IS NECESSARY TO MAKE ALL OF THE CONFLICTING TERMS AGREE WITH THIS RIDER.
- 3. Lender's Security Interest.** All of Borrower's obligations secured by the Security Instrument also shall be secured by the Manufactured Home:

NEW	2005	SUNSET HOMES	CAVALIER	060 x 027
New/Used	Year	Manufacturer's Name	Model Name or Model No.	Length x Width
CV05ALO266453A		CV05ALO266453B		
Serial No.		Serial No.	Serial No.	Serial No.



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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.

- (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 JANUARY, 2006.

Shae N. Martin
Borrower

Borrower

SHAE N. MARTIN

Printed Name

Printed Name

Borrower

Borrower

Printed Name

Printed Name

STATE OF ALABAMA)

) ss.:

COUNTY OF JEFFERSON)

On the 18TH day of JANUARY in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared

SHAE N. MARTIN

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.

Charles D. Stewart, Jr.
Notary Signature

Notary Public; State of ALABAMA

Charles D. Stewart, Jr.
Notary Printed Name

Qualified in the County of JEFFERSON

My commission expires: 4-13-08

Official Seal:

Drafted By: _____

[] Check if Construction Loan

Loan Number: 0060268612

