

### Record and Return to:

WELLS FARGO BANK, N.A.
FINAL DOCUMENTS X9999-01M
1000 BLUE GENTIAN ROAD
EAGAN, MN 55121-1663

### MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

0157932195

BEFORE ME, the undersigned notary public, on this day personally appeared

(type the name(s) of each Homeowner signing this Affidavit):

known to me to be the person(s) whose name(s) is/are subscribed below (each a "Homeowner"), and who, being by me first duly sworn, did each on his or her oath state as follows:

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

USED	1999	BUCCANEER HOMES		
New/Used	Year	Manufacturer's Name		
CLIPPER/CLIPPER		56 X 28		
Model Name / Model No.		Lenght/ Width		
ALBUS3W10992973A	ALBUS3W10992973B			
Serial No. 1	Serial No. 2	Serial No. 3	Serial No. 4	

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

00 MORNING DOVE WAY,	, VINCENT, AL 35178 (Property Address)
The legal description of	f the real property where the Home is or will be permanently affixed ("Land")
See Attached Lega	al Description

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.

(Page 1 of 5) EC228A REV. 12/22/05

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7. The Home is anchored to the Land by attachment to a permanent foundation,
constructed in accordance with applicable state and local building codes and manufactures's specification
in a manner sufficient to validate any applicable manufacturer's warranty, and permanently connected to
appropriate resindential 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.

- 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 Property Address. 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;
  - (d) The Home is (i) permanently affixed to a foundation, (ii) has the characteristic of site-built housing, and (iii) is part of the Land; and
  - (e) The Home is permanently connected to a septic tank or sewage system and other utilities such as electricity, water and natural gas.
- 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 applicant 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 release of lien from each of the lien holders identified in paragraph 11 of this Affidavit \_\_\_\_ has been \_\_\_\_ shall be delivered to the commissioner of motor vehicles.
- 13. A homeowner shall initial only one of the following, as it applies to title to the Home:

  \_\_\_\_\_ The Home is not covered by a certificate of title. The original manufacturer's certificate of origin, duly endosed to the Homeowner, is attached to this affidavit.

  \_\_\_\_ 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 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.

14. The Homeowner designates the following person to record this Manufactured Home Affidavit of Affixation and upon its recording it shall be returned by the recording officer in the real property records where the home is to be located to same:

Name:

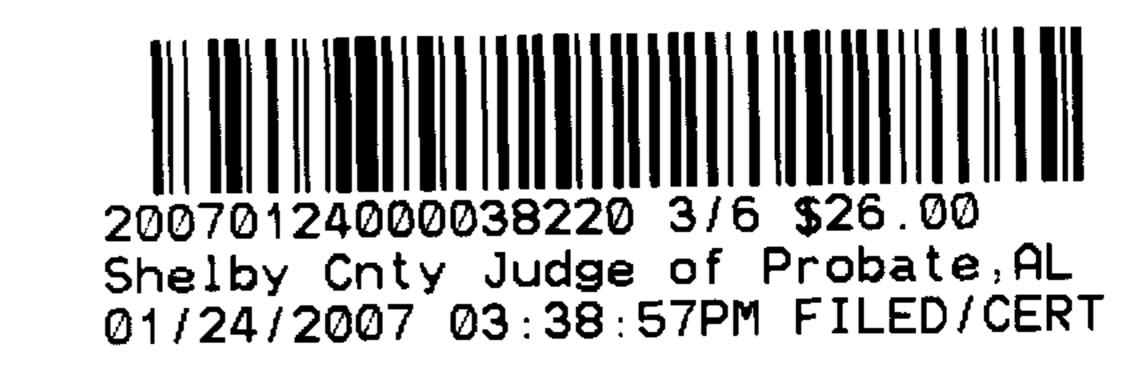
Address:

15. The Affidavit executed by Homeowner(s) pursuant to applicable state law.

10 Page 2 of 5) EC228C Rev. 12/22/05



IN WITNESS WHEREO presence of the undersined 2007.	F, Homeowner(s) has executed witnesses on this	this Affidavit in my day of January	resence and in the
DOROTHY LIFANT	-Borrower		
		Wit	ness
		Wit	ness
STATE OF Alaboms COUNTY OF John	) (3) (3) (3)		
me, the undersigned, a No	day of Joneson tary Public in and for said State	•	ar <u>2667</u> before
personally known to me of whose name(s) is(are) subsequently subsequently whose name(s) is(are) subsequently known to me of whose name(s) is(are)	r proved to me on the basis of s scribed to the within instrument er/their capacity(ies), and that b rsop on behalf of which the indi	and acknowledged t y his/her/their signat	o me that he/she/they cure(s) on the instrument,
Notary Signature  This	Somma	SINGEPH SC SINGSEPH SC	MWA
Notary Printed Name		STA UB	CARGO
Notary Public; State of Qualified in the County of My commission expires	Teffels  NOTARY PUBLIC STATE OF ALABAMA AT LAI		AMARINI
	MY COMMISSION EXPIRES: Apr 24, 20 BONDED THRU NOTARY PUBLIC UNDERWRIT	10	(Page 3 of 5) EC228E Rev. 12/22/05



#### Lender's Statement of Intent:

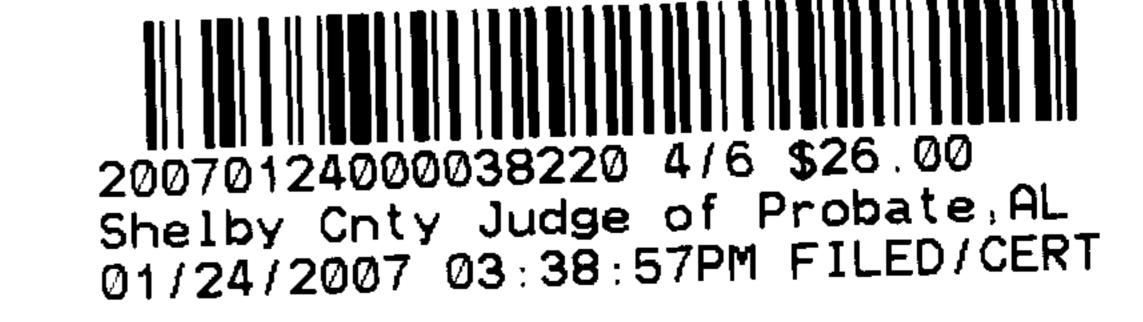
The undersigned ('Lender") intends that the Home be an immoveable fixture and a permanent improvement to the Land.

WALTON MORTGAGE, INC.		
Lender		
By: Wheelth Main Tues	edul.	
Authorized signature		
STATE OF Alabama )		
COUNTY OF Jeffelson ) ss.:		
On the 22 <sup>113</sup> day of Jonuary	in the year	before
On the day of	e, personally appeared	
personally known to me or proved to me on the basis of	satisfactory evidence to be the indiv	, , , , , , , , , , , , , , , , , , ,
whose name(s) is(are) subscribed to the within instrumen	<del>-</del>	•
executed the same in his/her/their capacity(ies), and that the individual(s), or the person on behalf of which the individual(s)		
	Official Seal:	
Notary Signature	WINDH SOMA	
Joseph Samma		
Notary Printed Name	SOTARY	
$A_1$		
Notary Public; State of Mana	E Z: PUBLIC : Z E	
Qualified in the County of Jefferson  My commission expires April 24, 2010		
IVIY COMMISSION CAPITOS FILITIFICA FILITIFICA	MINIMALABAMA ALABAMA A	
NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Apr 24, 2010		
BONDED THRU NOTARY PUBLIC UNDERWRITERS		

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

(Page 4 of 5)

EC228G Rev. 12/22/05



# EXHIBIT A

#### PROPERTY DESCRIPTION

The legal description of the Property Address ("Land") is typed below or please see attached legal description:

See affached Exhibit A.

## **EXHIBIT A**

LOT 3, ROLLING MEADOWS ESTATES, AS RECORDED IN MAP BOOK 26, PAGE 93, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

20070124000038220 6/6 \$26.00 Shelby Cnty Judge of Probate, AL 01/24/2007 03:38:57PM FILED/CERT