

## Record and Return to:

ROBIN K BALLARD

Chicago Title 305904 ServiceLink Division 4000 Industrial Blvd Aliquippa, PA 15001

## MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

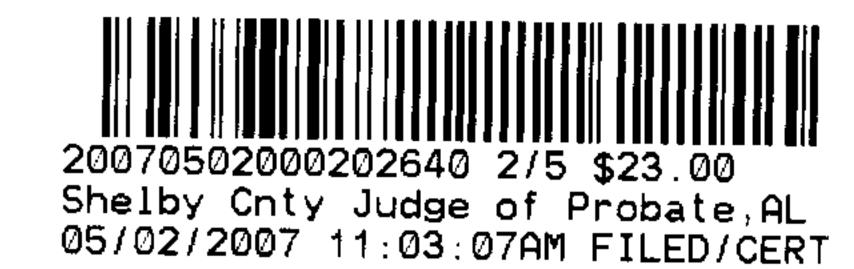
MYRA G BALLARD

0159240076

(Page 1 of 5) EC228A REV. 12/03/06

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

who, being by me	first duly sworn, did each on hi ons the manufactured home ("Ho			
USED New/Used	0000 Year	PALM HARBOR  Manufacturer's Name		
AMERICA'S BEST/		60 X 24		
Model Name / Model			Length / Width	
PH 1493077078A	PH 1493077078B			
Serial No. 1	Serial No. 2	Serial No. 3	Serial No. 4	
Standards Act.  3. If the Homeown	•	Home, Homeowner is in receipt	of (i) the	
Standards Act.  3. If the Homeowith manufacturer's was Disclosure for the	ner is the first retail buyer of the	Home, Homeowner is in receipt issumer Manual for the Home, (iii) te health notice.	of (i) the	
Standards Act.  3. If the Homeown manufacturer's was Disclosure for the 4. The Home is or	ner is the first retail buyer of the rranty for the Home, (ii) the con Home, and (iv) the formaldehyer will be located at the following COLUMBIANA, AL 35051	Home, Homeowner is in receipt is sumer Manual for the Home, (iii) te health notice.  "Property Address":	of (i) the	
Standards Act.  3. If the Homeown manufacturer's was Disclosure for the  4. The Home is or  918 HIGHWAY 331,	ner is the first retail buyer of the tranty for the Home, (ii) the con Home, and (iv) the formaldehyd will be located at the following COLUMBIANA, AL 35051	Home, Homeowner is in receipt issumer Manual for the Home, (iii) te health notice.	of (i) the i) the Insulation	



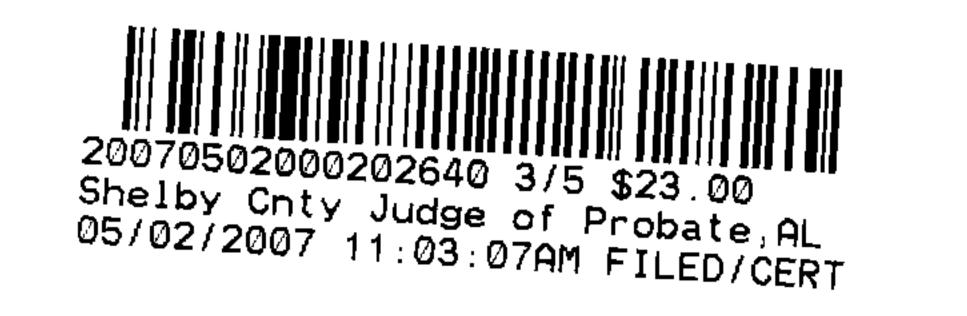
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vi	<b>U</b> Ū	<b></b>	TV	v	, v	

- 7. The Home <u>is</u> 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.
- 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.

. 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 endorsed to the Homeowner, is attached to this affidavit.
The Home is not covered by a certificate of title. After diligent search and inquiry, the Homeowne is unable to produce the original manufacturer's certificate of origin.
The certificate of title to the Homeshall be has been eliminated as required by applicable law.
The Home shall be covered by a certificate of title.

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

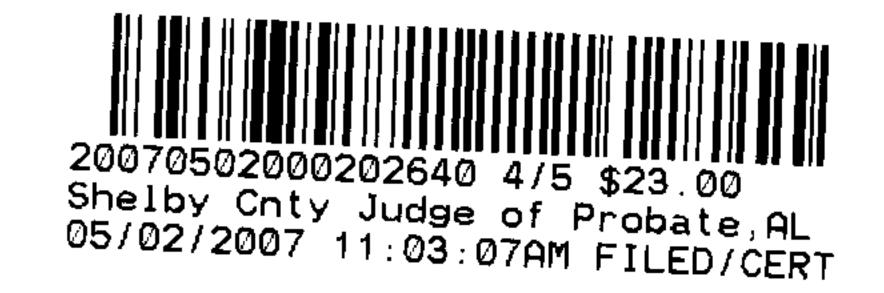
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EC228E Rev. 12/03/06

IN WITNESS WHEREOF, Homeowner(s) has exe presence of the undersigned witnesses on this/	cuted this Affidavit in my presence and in the day of April 4.
ROBIN K BALLARD -Borrower	MYRAGBALLARD Borrower
	My Z Havatt
	Witness
STATE OF HABAMA)  COUNTY OF She   b,   ) ss.:	
On the 12 day of April me, the undersigned, a Notary Public in and for said Libin K HALMA And MILAC B	in the year Zoo7 before State, personally appeared
personally known to me or proved to me on the bas whose name(s) is(are) subscribed to the within instruction executed the same in his/her/their capacity(ies), and instrument, the individual(s), or the person on behal instrument.	sis of satisfactory evidence to be the individual(s) ament and acknowledged to me that he/she/they that by his/her/their signature(s) on the
My 6/kera AT	
Notary Signature  HOUR LE-HOWRED INF  Notary Printed Name	
Notary Public; State of Alaban A  Qualified in the County of Shall  My commission expires 12-16-2009	



## Lender's Statement of Intent:

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

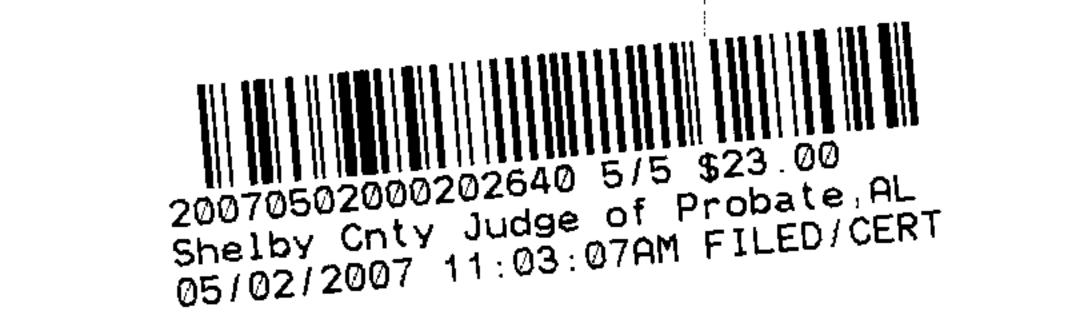
WELLS FARGO BANK, N.A.				
Lender				
1	$\frac{1}{2}$ $\frac{1}$			
Let VIII VIII		•		
By:				
Authorized Signature				
STATE OF PUNISALUMNE)				
COUNTY OF <u>HUU</u> ) ss				
	1		2012	• •
On the day of	Upril	in the year	AUT	before
me, the undersigned, a Notary Public in	and for said State, p	ersonally appeared		
personally known to me or proved to m	ne on the basis of satis	sfactory evidence to	be the individu	Jai(8) Jthey
personally known to me or proved to me whose mame(s) is(are) subscribed to the	within instrument an	d acknowledged to r	ne inai nersiic	trument
	14   T	11 13	<b>\</b> /	
executed the same in his/her/ineli/capac the individual(s), or the person on behalf	If of which the individ	mai(s) acted, executi		
-AMATT Mas Mass		Official Seal:		
Miller ount for		Jiliciai Beai.		
Notary Signature	` 	COMMONWE	ALTH OF PENNS	YLVANIA
Intelle Anne Morre			Notarial Seal	
Notary Printed Name	<u>i</u> 	Lissette An	ne Moree, Notary F	<sup>2</sup> ublic
140tary rimited realiza		Hopewe	II Twp., Beaver Cou	INTY   1. 2010
Notary Public; State of			sion Expires May 4	
Ouglified in the County of	**	Member, Penns	ylvania Association	OI 14010100
Qualified in the County of	10	•		

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.

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EC228G Rev. 12/22/05

## Exhibit "A" Legal Description



All that certain parcel of land situate in the County of Shelby, State of Alabama, being known and designated as follows:

Lot 4, according to the survey of Ruth S. Barrett Subdivision, as recorded in Map Book 13, Page 5, in the Probate Office of Shelby County, Alabama, situated in Shelby County, Alabama.

Being the same property as conveyed from Charles E. Barrett and Roth S. Barrett, husband and wife to Robin Kendall Ballard and Myra G. Ballard, husband and wife, as joint tenants with rights of survivorship, as described in Deed Book 217 at Page 181, Dated 12/08/1988, Recorded 12/08/1988 in SHELBY County Records.

Tax/Parcel ID: 22-1-12-0-000-003.005