

20070608000268260 1/5 \$23.00
Shelby Cnty Judge of Probate, AL
06/08/2007 10:45:57AM FILED/CERT

Record and Return to:

Chicago Title 1349244
ServiceLink Division
4000 Industrial Blvd
Aliquippa, PA 15001

**MANUFACTURED HOME
AFFIDAVIT OF AFFIXATION**

0158878298

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

ELIZABETH A WILLIAMS

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 New/Used	1991 Year	SOUTHERN HOSPITALITY Manufacturer's Name	
/SD105		64 X 28	
Model Name / Model No.		Length / Width	
DSHAL 16837A	DSHAL 16837B	Serial No. 3	Serial No. 4
Serial No. 1	Serial No. 2		

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":

265 HIGHWAY 93, HELENA, AL 35080
(Property Address)

5. The legal description of the real property where the Home is or will be permanently affixed ("Land") is:

See Attached Legal 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.

P GAR



20070608000268260 2/5 \$23.00
Shelby Cnty Judge of Probate, AL
06/08/2007 10:45:57AM FILED/CERT

0158878298

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



20070608000268260 4/5 \$23.00
Shelby Cnty Judge of Probate, AL
06/08/2007 10:45:57AM FILED/CERT

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

By: Mark Appuglise
Authorized Signature

STATE OF Pennsylvania)
COUNTY OF Beaver) ss.:

On the 29th day of March in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Appuglise

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.

Lissette Anne Moree
Notary Signature
Lissette Anne Moree
Notary Printed Name


Official Seal:

Notary Public; State of PA
Qualified in the County of Beaver
My commission expires 5/4/2010

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lissette Anne Moree, Notary Public
Hopewell Twp., Beaver County
My Commission Expires May 4, 2010
Member, Pennsylvania Association of Notaries

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"
Legal Description


20070608000268260 5/5 \$23.00
Shelby Cnty Judge of Probate, AL
06/08/2007 10:45:57AM FILED/CERT

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

Beginning at the NW corner of the NE $\frac{1}{4}$, Section 26, T-20S, R-4W; thence run S-0° 22' 45"-W along the west boundary of the said NE $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 1017.70' to a point; thence turn an angle of 133° 26' 45" to the left and run N-46° 56'-E a distance of 647.50' to a point on the West 40' ROW Line of County Highway 93; thence run in a Northeasterly direction along the said 40' ROW Line and a long a 6° 40', curve to the right a distance of 368.81' to a point; thence continue along said 40' ROW Line in a straight line bearing N-33° 17' 30"-E a distance of 277.68' to a point on the North boundary line of the said NE $\frac{1}{4}$ of SW $\frac{1}{4}$, thence turn an angle of 123° 17' 30" to the left and run West along the said North boundary of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 748.38' to the point of beginning.

Said parcel of land is lying in the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ Section 26, T-20S, R-4W and contains 10.0 acres.

"The hereinabove described real property includes a 1992 Southern Hospitality manufactured home bearing serial/vehicle identification number DSHAL16837AB "

Being the same property as conveyed from John R. Martin and Margaret Churchhill Martin to David Ray Williams and Elizabeth Ann Williams, joint tenants with right of survivorship as described in Deed Book 250, Page 616, Dated 01/10/1967, Recorded 10/28/1967 in SHELBY County Records.

Tax/Parcel ID: 12-7-26-0-000-018-000