

Return to:

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

**MANUFACTURED HOME
AFFIDAVIT OF AFFIXATION**

0149629172

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

ROBERT C. POYTHRESS AND WIFE, DIANE C. POYTHRESS

(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	Oakwood	
New/Used	Year	Manufacturer's Name	
/ Dest	76	multi-wide 30 x 77 feet	XXXXX
Model Name / Model No.		Lenght/ Width	
OW68302AB			
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":

1858 MIMOSA ROAD, LEEDS, AL 35094

(Property Address)

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

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.

0149629172

7. The Home 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.

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 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.

Out ___ The certificate of title to the Home S 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.

0149629172

IN WITNESS WHEREOF, Homeowner(s) has executed this Affidavit in my presence and in the presence of the undersigned witnesses on this 9th day of January, 2006.

Robert C. Poythress
ROBERT C. POYTHRESS -Borrower

Diane C. Poythress
DIANE C. POYTHRESS

-Borrower

Witness

Witness

STATE OF Alabama)
COUNTY OF Jefferson) ss.:

On the 9th day of January in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert C. Poythress and wife, Diane C. Poythress,

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.

Margaret McRee
Notary Signature

Margaret McRee
Notary Printed Name

Notary Public; State of Alabama at Large
Qualified in the County of _____
My commission expires 2-5-07

20070817000387530 4/5 \$23.00
Shelby Cnty Judge of Probate, AL
08/17/2007 08:49:41AM FILED/CERT

0149629172

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: James P Harris
Authorized Signature

STATE OF Alabama)
) ss.:
COUNTY OF Jefferson)

On the 9th day of January in the year 2006 before
me, the undersigned, a Notary Public in and for said State, personally appeared
Robert C. Poythress and wife, Diane C. Poythress,
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.

Margaret McRee
Notary Signature

Official Seal:

Margaret McRee
Notary Printed Name

Notary Public; State of Alabama at Large
Qualified in the County of _____
My commission expires 2-5-07

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 4)
EC228G Rev. 11/22/04

RP Seal

Exhibit "A"

20070817000387530 5/5 \$23.00
Shelby Cnty Judge of Probate, AL
08/17/2007 08:49:41AM FILED/CERT

PARCEL I:

BEGIN AT THE NW CORNER OF THE NW 1/4 OF THE NE 1/4 OF SECTION 34, TOWNSHIP 17 SOUTH, RANGE 1 EAST; THENCE RUN EASTERLY ALONG THE NORTH LINE THEREOF FOR 659.13 FEET; THENCE 89 DEGREES 36 MINUTES 36 SECONDS RIGHT RUN SOUTHERLY 659.33 FEET; THENCE 90 DEGREES 22 MINUTES 27 SECONDS RIGHT RUN WESTERLY 660.95 FEET; THENCE 89 DEGREES 47 MINUTES 03 SECONDS RIGHT RUN NORTHERLY 659.51 FEET TO THE POINT OF BEGINNING.

ALSO, A 30-FOOT EASEMENT FOR INGRESS AND EGRESS, SITUATED IN THE SE 1/4 OF THE SW 1/4 AND IN THE SW 1/4 OF THE SE 1/4 IN SECTION 27, TOWNSHIP 17 SOUTH, RANGE 1 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SE CORNER OF THE SE 1/4 OF THE SW 1/4 OF SECTION 27, TOWNSHIP 17 SOUTH, RANGE 1 EAST; THENCE RUN WESTERLY ALONG THE SOUTH LINE THEREOF FOR 171.06 FEET TO THE EASTERLY RIGHT OF WAY OF SHELBY COUNTY ROAD #101; THENCE 114 DEGREES 10 MINUTES 56 SECONDS RIGHT RUN NORTHERLY ALONG SAID RIGHT OF WAY FOR 32.89 FEET; THENCE 65 DEGREES 49 MINUTES 04 SECONDS RIGHT RUN EASTERLY 187.47 FEET; THENCE 89 DEGREES 46 MINUTES 07 SECONDS RIGHT RUN SOUTHERLY 30.0 FEET TO THE SOUTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION; THENCE 90 DEGREES 13 MINUTES 53 SECONDS RIGHT RUN WESTERLY 30.0 FEET TO THE POINT OF BEGINNING.

SITUATED IN SHELBY COUNTY, ALABAMA

RP *Set*