

#### 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:

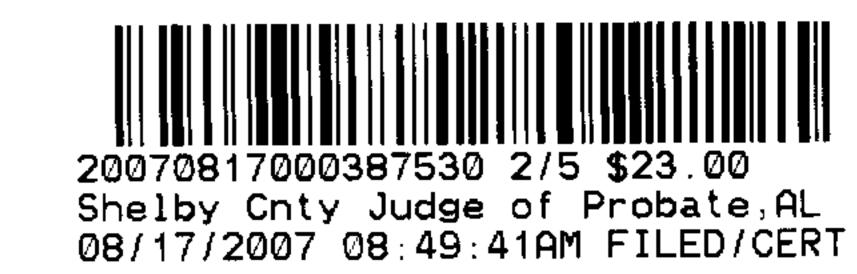
1. Homeowner owns the manufactured home ("Home") described as follows:

USED		1999		0akwood n n					
New/Used		Year	Manufacturer's Name			C - 0			
/ Dest	76		multi-wide	30 x	77	feet	*XXXX	M	
Model Name / Model No.							Lenght/ Width		•
OW68302AB	}								
Serial No. 1		Serial No. 2		•	S	erial No. 3		S	erial 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":

	(P	roperty Address)			·
escription of the tached Exhib	real property v	vhere the Ho	me is or will	be permanently aff	ixed ("Land")
			<del></del>	<u> </u>	
	escription of the tached Exhib	•			escription of the real property where the Home is or will be permanently affected 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.



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- 7. The Home <u>shall be</u> anchored to the Land by attachment to a permanent foundation, constructed in accordance with applicable state and local building codes and manufactures's specifications 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.

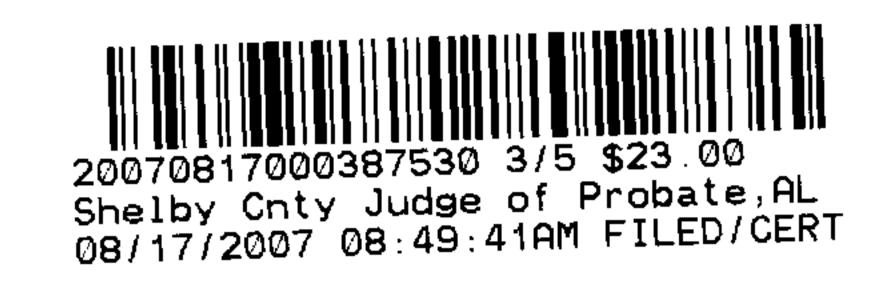
14. The Homeowner designates the following person to record this Manufactured Home Affidavit of Affixation and upon its recording it shall be returned by the recording officer in the real property records where the home is to be located to same:

Name:

Address:

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

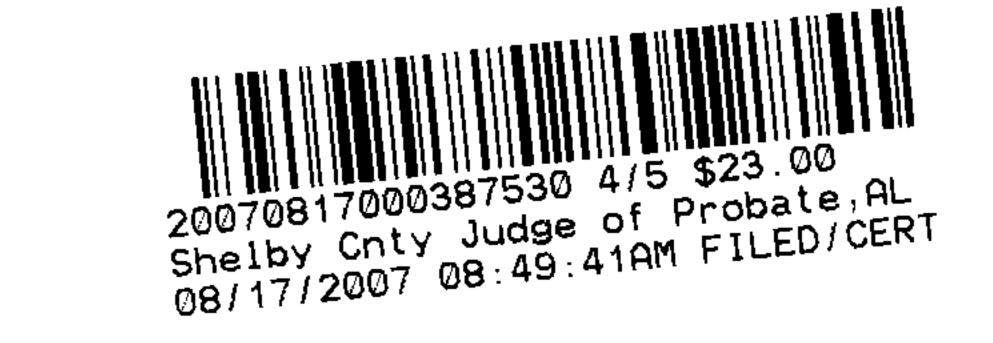
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### 0149629172

EC228E Rev. 11/29/04

IN WITNESS WHEREOF, Homeowner(s) has exerpresence of the undersined witnesses on this 9th 2006  ROBERT C. POYTHRESS -Borrower	
-Borrower	Witness
	Witness
STATE OF Alabama )	
COUNTY OF	
On the day of January me, the undersigned, a Notary Public in and for sai Robert C. Poythress and wife, Diane	in the year 2006 before d State, personally appeared C. Poythress
personally known to me or proved to me on the bawhose name(s) is(are) subscribed to the within instr	asis of satisfactory evidence to be the individual(s) rument and acknowledged to me that he/she/they I that by his/her/their signature(s) on the instrument,
Notary Public; State of <u>Alabama at Large</u>	
Qualified in the County of	
My commission expires $2-5-07$	
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#### 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 Harris Authorized Signature			
STATE OF Alabama ) ss.:			
COUNTY OF <u>Jefferson</u>			
On the day of January	in the year	2006	before
me, the undersigned, a Notary Public in and for said State, person Robert C. Poythress and wife, Diane C. Poythress	* <b>*</b> *		
personally known to me or proved to me on the basis of satisfac		the individ	dual(s)
whose name(s) is(are) subscribed to the within instrument and a	_		-
executed the same in his/her/their capacity(ies), and that by his/	•	•	
the individual(s), or the person on behalf of which the individual	n(s) acted, executed	the mstrun	nem.
Marail III-Ree Offi	icial Seal:		
Notary Signature			
Margaret McRee			
Notary Printed Name			
1 1 0 1 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
Notary Public; State of <u>Alabama at Large</u>			
Qualified in the County of			
My commission expires $\underline{2-5-07}$			

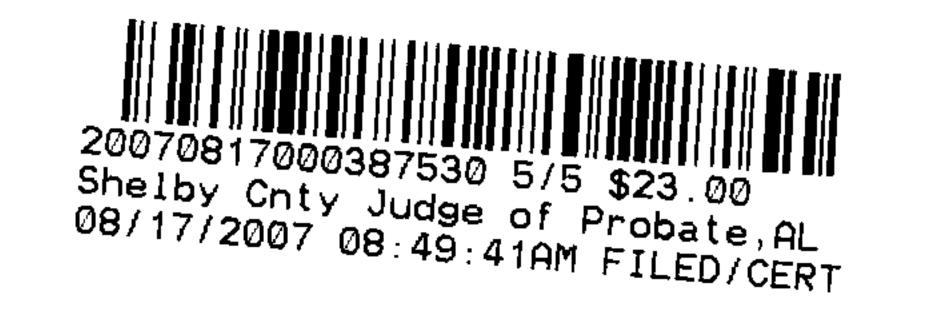
ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Property described herein and is to be filed for record in the records where conveyances of real estate are recorded.

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EC228G Rev. 11/22/04

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# Exhibit "A"



## 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