

MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

Record and Return ☐ by Mail ☐ by Pickup to:
FINAL DOCS T7408-01F

4101 WISEMAN BLVD BLDG 108
SAN ANTONIO, TX 78251-4200

This Instrument Prepared By:

NANCY B X49106

Preparer's Name

435 FORD ROAD,

Preparer's Address 1

ST LOUIS PARK, MN 554260000

Preparer's Address 2

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

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Initial:

TAMU

KNM

NMFL # 7111 (MAHA) Rev 2/4/2008



20120726000268690 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
07/26/2012 09:16:44 AM FILED/CERT

TONY A MARSHALL JR

[type the name of each Homeowner signing this Affidavit]:

being duly sworn, on his or her oath state as follows:

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

USED 2002 SOUTHERN ENERGY SOUTHERN ENERGY E0225-5 072 x 041

New/Used Year Manufacturer's Name Model Name or Model No. Length x Width

DSEAL15602A DSEAL15602B DSEAL15602C

Serial No. Serial No. Serial No. Serial No.

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 for the Home.

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

11029 HIGHWAY 47, SHELBY, SHELBY, AL 35143

Street or Route, City, County, State Zip Code

5. The legal description of the Property Address ("Land") is:

SEE ATTACHED LEGAL DESCRIPTION

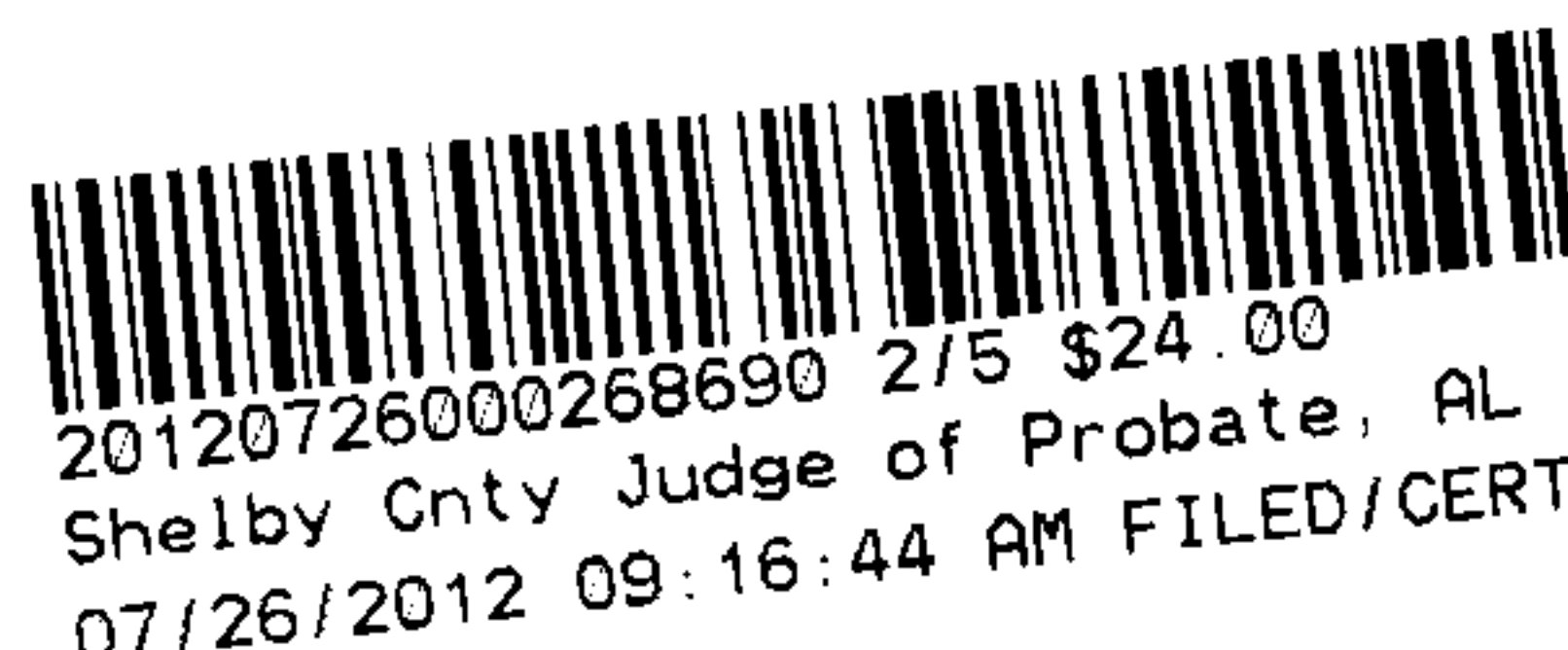
THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, P.O. BOX 11758, NEWARK, NJ 071014758

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.

7. The Home ☒ is ☐ 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 immovable fixture and a permanent improvement to the Land.

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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 the Land. 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; and
 - (d) The Home is (i) Permanently Affixed to a foundation, (ii) has the characteristics of site-built housing, and (iii) is part of the Land.
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 Homeowner 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:
[Closing and Agent: please refer to the Manufactured Home and Land Supplemental Closing Instructions for completion instructions]:
- ☐ 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, or previously was recorded in the real property records of the jurisdiction where the Home is to be located.
 - ☐ 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 manufacturer's certificate of origin and/or certificate of title to the Home [] shall be ~~X~~ has been eliminated as required by applicable law.
 - ☐ The Home shall be covered by a certificate of title.
13. This Affidavit is executed by Homeowner(s) pursuant to applicable state law.

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IN WITNESS WHEREOF, Homeowner(s) has executed this Affidavit in my presence and in the presence of the undersigned witnesses on this 23rd day of July, 2012.

Tony A. Marshall Jr
Homeowner #1 (SEAL) _____ Witness

TONY A MARSHALL JR

Krystal N. Marshall
Homeowner #2 (SEAL) _____ Witness

KRYSTAL N. MARSHALL

Homeowner #3 (SEAL) _____ Witness

Homeowner #4 (SEAL) _____ Witness

STATE OF ALABAMA)
) ss.:
COUNTY OF JEFFERSON)

On the 23rd day of July in the year 2012
before me, the undersigned, a Notary Public in and for said State, personally appeared
Todd A. Marshall, Jr. and Krystal N. Marshall
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.

[Signature]
Notary Signature


Clayton T. Sweeney
Notary Printed Name

Notary Public, State of Alabama

Qualified in the County of Jefferson

My Commission expires: 6/5/2015

Official Seal:


20120726000268690 4/5 \$24.00
Shelby Cnty Judge of Probate, AL
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EXHIBIT A
LEGAL DESCRIPTION

A parcel of land being situated in the North 1/2 of Section 34, Township 24 North, Range 15 East, being more particularly described as follows:

Begin at the SE corner of Section 34, Township 24 North, Range 15 East; thence run Southerly along the East line thereof for 306.34 feet; thence 89 07' 26" right and run Westerly 2761.32 feet to the Northeasterly R/W of Shelby County Road #47 and a curve concaved Southeasterly (having a radius of 1835.73 feet and a central angle of 10 49' 47"); thence 60 35' 45" right to chord of said curve run Northwesterly along said curve and R/W for 346.98 feet to the North line of said section; thence 119 24' 30" right from chord of said curve run Easterly 2938.74 feet to the point of beginning. Situated in Shelby County, Alabama.

TOGETHER WITH Three (3) 2003 So Ener Model E025, Manufactured homes with VIN Numbers as follows: 15602A, 15602B, and 15602C.

