

AFFIDAVIT REGARDING MANUFACTURED
(AND FACTORY BUILT) HOUSING UNIT


TO BE RECORDED WITH SECURITY INSTRUMENT

This Affixation Affidavit Regarding Manufactured (and Factory Built) Housing Unit is incorporated into and shall be deemed to amend and supplement the Mortgage, Security Deed or Deed of Trust and any and all riders of amendments thereto (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's obligation under the Note, Disclosure and Security Agreement of the same date to lender and secured by the property described in the Security Instrument (the "Property").

In addition to the covenants and agreements made in the Security Instrument, Borrower covenants and agrees as follows:

1. The manufactured housing unit located or to be located at the Property is or will be permanently affixed to a foundation and will assume the characteristics of site-built housing.
2. The wheels, axles, tow bar, or hitch were or will be removed when said manufactured housing unit was or is placed on its permanent site.
3. All foundations, both perimeter and piers for said manufactured housing unit has or will have footings that are located below the frost line or in compliance with local building codes or requirements.
4. If piers are used for said manufactured housing unit, they will be placed where said housing unit manufacturer recommends.
5. If state law so requires, anchors for said manufactured housing units will be provided.
6. The manufactured housing unit is or will be permanently connected to a septic or sewage system and other utilities such as electricity, water and natural gas.
7. No other lien or financing affects said manufactured housing unit, other than disclosed in writing to Lender.
8. Said manufactured housing unit has been built under the federal manufactured Home construction and Safety Standards that were established June 15, 1976.
9. The foundation system of the manufactured housing unit has been or will be designed by an engineer, if required by state or local building codes, to meet the soil conditions of the site.
10. Borrower(s) acknowledges his or her intent that said manufactured housing unit will be a fixture and part of the Property securing the Security Instrument.
11. The manufactured housing unit will be assessed and taxed as an improvement to the Property. I/We understand that if Lender does not escrow for these taxes, I/we will be responsible for payment of such taxes.
12. If the land is being purchased, such purchase and said manufactured housing unit represent a single real estate transaction under applicable state law.

Borrower(s):


David W. Biggers

Borrower(s):


Terry K. Biggers



20120801000280940 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
08/01/2012 02:52:55 PM FILED/CERT

Exhibit "A"

Legal Description

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26 AND IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 18 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS; COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 26, TOWNSHIP 18 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA; THENCE NORTH 90 DEGREES 00 MINUTES EAST, 469.62 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES EAST, 534.74 FEET; THENCE SOUTH 34 DEGREES 09 MINUTES 52 SECONDS WEST, 499.84 FEET TO THE NORTHWEST RIGHT OF WAY OF COUNTY ROAD 57; THENCE LEAVING SAID ROAD NORTH 56 DEGREES 54 MINUTES 15 SECONDS WEST, 184.55 FEET; THENCE NORTH 29 DEGREES 18 MINUTES 14 SECONDS EAST, 357.73 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 11 SECONDS WEST, 547.52 FEET; THENCE SOUTH 00 DEGREES 55 MINUTES 30 SECONDS EAST, 381.61 FEET; THENCE NORTH 82 DEGREES 55 MINUTES 47 SECONDS EAST, 221.78 FEET; THENCE SOUTH 60 DEGREES 10 MINUTES 08 SECONDS EAST, 282.00 FEET TO THE NORTHWEST RIGHT OF WAY OF COUNTY ROAD 57; THENCE ALONG SAID ROAD NORTH 34 DEGREES 09 MINUTES 52 SECONDS EAST; 100.00 FEET TO THE POINT OF BEGINNING.

SITUATED IN SHELBY COUNTY, ALABAMA.

