



20130711000283530 1/7 \$30.00  
Shelby Cnty Judge of Probate, AL  
07/11/2013 01:35:07 PM FILED/CERT

**THIS INSTRUMENT PREPARED BY:**

DIANE MORITZ  
FIRST GUARANTY MORTGAGE CORPORATION  
5303 SPECTRUM DRIVE  
FREDERICK, MD 21703

RETURN TO:

Timlos, Inc  
5716 Corsa Ave, Suite 102  
Westlake Village, CA 91362

Title Order No.: 08-00883092

LOAN #: 100513069694

**MANUFACTURED HOME AFFIDAVIT OF AFFIXATION**

STATE OF ALABAMA

COUNTY OF SHELBY

This Manufactured Home Affidavit of Affixation is made this 24TH day of JUNE, 2013 and is incorporated into and shall be deemed to supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" or "Homeowner") to secure Borrower's Note to **FIRST GUARANTY MORTGAGE CORPORATION**

("Lender").

Borrower and Lender state that it is their intent that the manufactured home be and remain permanently attached to and part of the real property, and that it be regarded as an immovable fixture thereto and not as personal property.

"Homeowner" being duly sworn, on his, her or their oath state(s) as follows:

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

New \_\_\_\_\_ Used x Year 2003 Length 48 Width 24

Manufacturer/Make \_\_\_\_\_

Model Name or Model No. SVS 303811

Serial No. SRP 18274 A/B

Serial No. \_\_\_\_\_

Serial No. \_\_\_\_\_

Serial No. \_\_\_\_\_

HUD Label Number(s) NTA 1293922 and NTA 1293921

Certificate of Title Number \_\_\_\_\_

**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.

Initials: 28 JJ  
GMANARDU 1201



LOAN #: 100513069694

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 Homeowner is in receipt of manufacturer's recommended maintenance program regarding the carpets and manufacturer's warranties covering the heating/cooling system, hot water heater, range, etc.
5. The Home is or will be located at the following "Property Address":

109 ACTON ROAD, Vincent

SHELBY, AL 35178

(Street or Route, City)  
(County) (State, Zip Code)

6. The legal description of the Property Address ("Land") is typed below or please see attached legal description.

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

7. 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.
8. The Home is or 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.
9. The Home shall be assessed and taxed as an improvement to the Land. The Homeowner understands that if the Lender does not escrow for these taxes, that the Homeowner will be responsible for payment of such taxes.


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10. The Home is subject to the following security interests (each, a "Security Interest"):

Name of Lienholder _____	Name of Lienholder _____
Address: _____	Address: _____

Original Principal Amount Secured: \$ _____	Original Principal Amount Secured: \$ _____
--	--

11. 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) If piers are used for the Home, they will be placed where recommended by the Home manufacturer;
- (d) The wheels, axles, towbar or hitch were removed when the Home was placed on the Property Address; and
- (e) The Home is (i) Permanently Affixed to a foundation, (ii) has the characteristics of site-built housing, and (iii) is part of the Land.

12. 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.

13. 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.

14. The Homeowner hereby initials one of the following choices, as it applies to title to the Home:

- ☐ A. 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.
- ☐ B. 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.
- ☐ C. The manufacturer's certificate of origin and/or certificate of title to the Home ☐ shall be ☐ has been eliminated as required by applicable law.
- ☐ D. The Home shall be covered by a certificate of title.

15. This Affidavit is executed by Homeowner pursuant to applicable state law.

**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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LOAN #: 100513069694

This Affidavit is executed by Homeowner(s) and Lienholder(s) pursuant to applicable state law and shall be recorded in the real property records in the county in which the real property and manufactured home are located.

\_\_\_\_\_  
DEWEY W. JOBSON  
Date 6-24-13

\_\_\_\_\_  
TINA JOBSON  
Date 6-24-13

**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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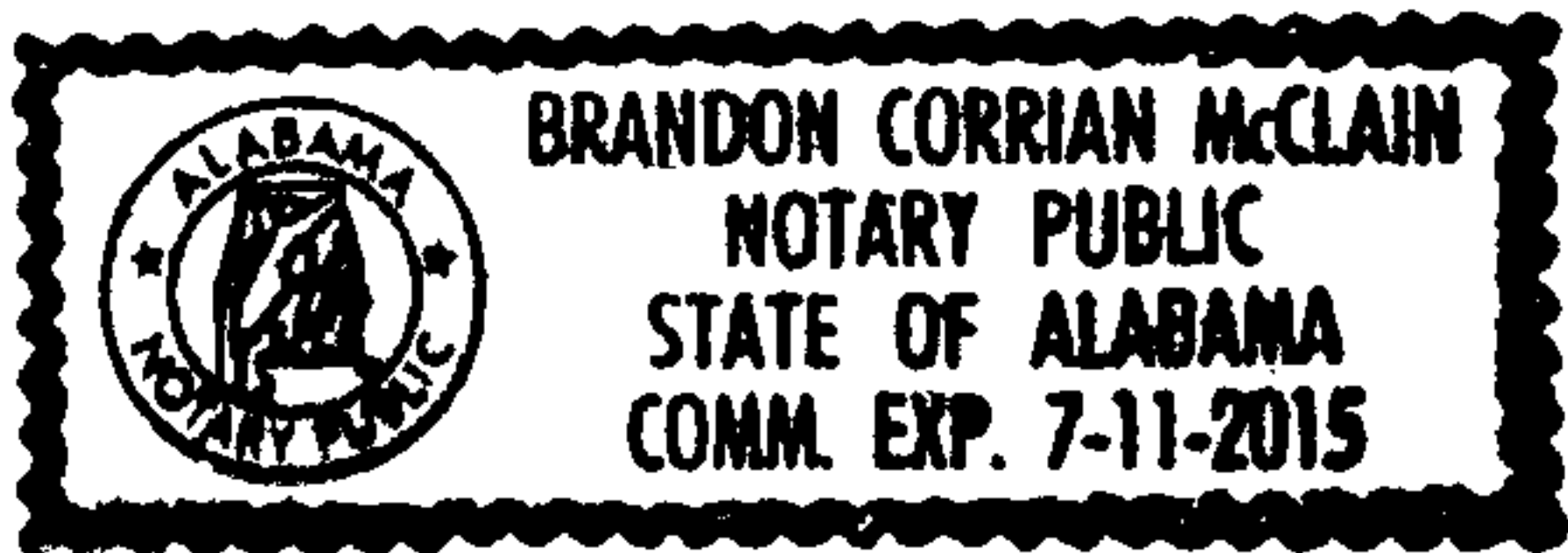
STATE OF ALABAMA }  
COUNTY OF Shelby } ss.:

On the 24<sup>th</sup> day of June in the year 2013 before me,  
the undersigned, a Notary Public in and for said State, personally appeared DEWEY  
W. JOBSON AND TINA JOBSON

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.

Brandon McClain  
Notary Signature  
Brandon McClain  
Notary Printed Name

Official Seal:



Notary Public; State of  
Qualified in the County of  
My commission expires:

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.

Initials: Dr D  
GMANARDU 1201





LOAN #: 100513069694

**IN WITNESS WHEREOF**, Lender, being duly sworn on oath, intends that the Home be and remain Permanently Affixed to the Land and that the Home be an immoveable fixture and not as personal property.

**FIRST GUARANTY MORTGAGE CORPORATION**

Lender

**Diane Moritz**

By: Authorized Signature

STATE OF Florida

COUNTY OF Hillsborough

ss.:

On the 25<sup>th</sup> day of June in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

Diane Moritz

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.

Courtney Cremeans  
Notary Signature

Courtney Cremeans  
Notary Printed Name

Official Seal:



Courtney Cremeans  
COMMISSION # DD976750  
EXPIRES: MAY 08, 2014  
WWW.AARONNOTARY.com

Notary Public; State of Florida  
Qualified in the County of Hillsborough  
My commission expires: May 8, 2014

**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.

Initials: \_\_\_\_\_

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## LEGAL DESCRIPTION

**THE FOLLOWING DESCRIBED REAL ESTATE, LYING AND BEING IN THE COUNTY OF SHELBY, STATE OF ALABAMA, TO-WIT:**

LOT 44, ACCORDING TO THE AMENDED MAP OF HANNA FARMS, AS RECORDED IN MAP BOOK 26 PAGE 129 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING SITUATED IN SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED TO DEWEY W. JOBSON AND TINA JOBSON, HUSBAND AND WIFE, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER, THEN TO THE SURVIVOR OF THEM IN FEE SIMPLE BY DEED FROM FREDDIE K. SHERRELL AND NANCY SHERRELL, HUSBAND AND WIFE RECORDED 06/30/2011 IN DEED BOOK PAGE , IN THE PROBATE JUDGE'S OFFICE FOR SHELBY COUNTY, ALABAMA.

