



20130830000355250 1/6 \$29.00  
Shelby Cnty Judge of Probate, AL  
08/30/2013 03:12:50 PM FILED/CERT

(To be recorded with Security Instrument)

AFFIXATION AFFIDAVIT REGARDING  
MANUFACTURED (AND FACTORY BUILT) HOME

SOURCE OF TITLE  
DEED BK. 200511 PAGE 6006599280

VAL-1212147  
The State of **ALABAMA**

County of **SHELBY**

*Return To + Prepared*  
*By* **NETCO.** *Roberta Schwantner*  
733 Crown Industrial Court - A  
Chesterfield, MO 63005  
*871-776-3806*

**BURNS**  
Loan #: 7130806044  
MIN: 100491971308060447  
Case #: 011-7765124-703

Before me, the undersigned authority, on this day personally appeared **PHILLIP G. BURNS AND CARLA A. BURNS**, FOR AND DURING THEIR JOINT LIVES AND UPON DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM known to me to be the person(s) whose name(s) is/are subscribed below, and who, being by me first duly sworn, did each on his/or her oath state as follows:

Description of Manufactured Home

|                            |             |                            |                          |
|----------------------------|-------------|----------------------------|--------------------------|
| <b>New</b>                 | <b>1995</b> | <b>CAVALIER</b>            |                          |
| New/Used                   | Year        | Manufacturer's Name        | Model Name and Model No. |
|                            |             | <b>NTA199206/NTA199207</b> |                          |
| Length X Width             |             | Serial Number              | HUD #                    |
| Manufactured Home Location |             |                            |                          |
| <b>823 CRABAPPLE LN</b>    |             |                            | <b>SHELBY</b>            |
| Street                     |             |                            | County                   |
| <b>VANDIVER</b>            |             | <b>ALABAMA</b>             | <b>35176</b>             |
| City                       |             | State                      | Zip Code                 |

In addition to the covenants and agreements made in the Security Instrument, **PHILLIP G.**

BURNS AND CARLA A. BURNS, FOR AND DURING THEIR JOINT LIVES AND UPON DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM ("Borrower[s]") covenants and agrees as follows:

1. The manufactured home described above located at the address above is permanently affixed to a foundation and will assume the characteristic of site-built housing.
2. The wheels, axles, tow bar, or hitch were removed when said manufactured home was placed on the permanent site.
3. All foundations, both perimeter and piers for said manufactured home 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 home, they will be placed where said home manufacturer recommends.
5. If state law so requires, anchors for said manufactured home have been provided.
6. The manufactured home is 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 home or real estate, other than those disclosed in writing to Lender.
8. The foundation system of the manufactured home has been designed by an engineer, if required by state or local building codes, to meet the soil conditions of the site.
9. That the Borrower(s) hereby acknowledges his/her/their intent that said manufactured home will become immovable property and part of the real property securing the security instrument.
10. The said manufactured home will be assessed and taxed as an improvement to the real property. Borrower(s) understand that if Lender does not escrow for these taxes, that Borrower(s) will be responsible for payment of such taxes.
11. If the land is being purchased, such purchase and said manufactured home represent a single real estate transaction under applicable state law.
12. Said manufactured home has been built under the Federal Manufactured Home Construction and Safety Standards that were established June 15, 1976.
13. This Affidavit is executed by Borrower(s) pursuant to applicable state law.
14. All permits required by governmental authorities have been obtained. Borrower(s) certifies that Borrower(s) is in receipt of the manufacturer's recommended maintenance program regarding the carpets and manufactures warranties covering the heating/cooling system, hot water heater, range, etc... and the formaldehyde health notice.

  
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In Witness Whereof, Borrower(s) has executed this Affidavit in my presence and in the presence of undersigned witnesses on this **23RD** day of **AUGUST**, 2013.

- BORROWER - CARLA A BURNS - DATE -

Phillip G. Burns 8-23-13  
PHILLIP G BURNS - DATE -

Witness Mark Miller  
Witness Mark Miller

STATE OF Alabama  
COUNTY OF Mobile

The foregoing instrument was acknowledged before me this 23rd day of August, 2013 by Phillip G. Burns, Husband

who is personally known to me (yes/☒no) or who provided AL Drivers License as identification.

Janey B. Lazenby  
Notary Public  
Print Name: Janey B. Lazenby  
My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 11, 2015  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

  
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7130806044

In Witness Whereof, Borrower(s) has executed this Affidavit in my presence and in the presence of undersigned witnesses on this 23RD day of AUGUST, 2013.

Carla A Burns 8-24-13  
- BORROWER - CARLA A BURNS - DATE -

\_\_\_\_\_  
PHILLIP G BURNS - DATE -

Carla Jones  
Witness Carla Jones

Sandra Kaiser  
Witness Sandra Kaiser

STATE OF ALABAMA  
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 24 day of  
August 2013 by

Carla A. Burns, WIFE

who is personally known to me (yes ☒ no ☐) or who provided ALABAMA Driver License  
as identification.

James C. Cochran  
Notary Public  
Print Name: JAMES C. COCHRAN  
My Commission Expires:

My Commission Expires  
September 13, 2014



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**Lender's Statement of Intent:**

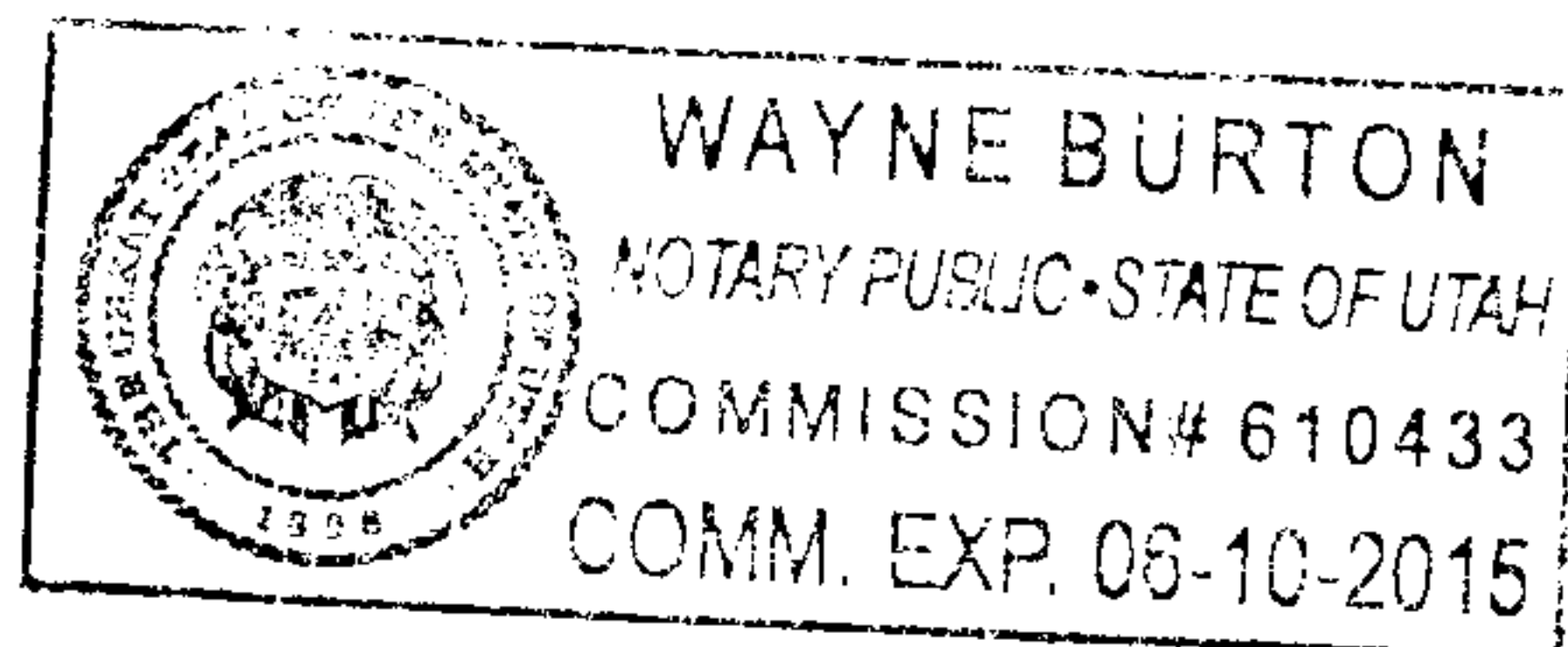
The undersigned ("Lender") intends that the Home be an immovable fixture and a permanent improvement to the Land.

Lender: **VILLAGE CAPITAL & INVESTMENT, LLC**

By:   
 Authorized Signature Justin Gualtier

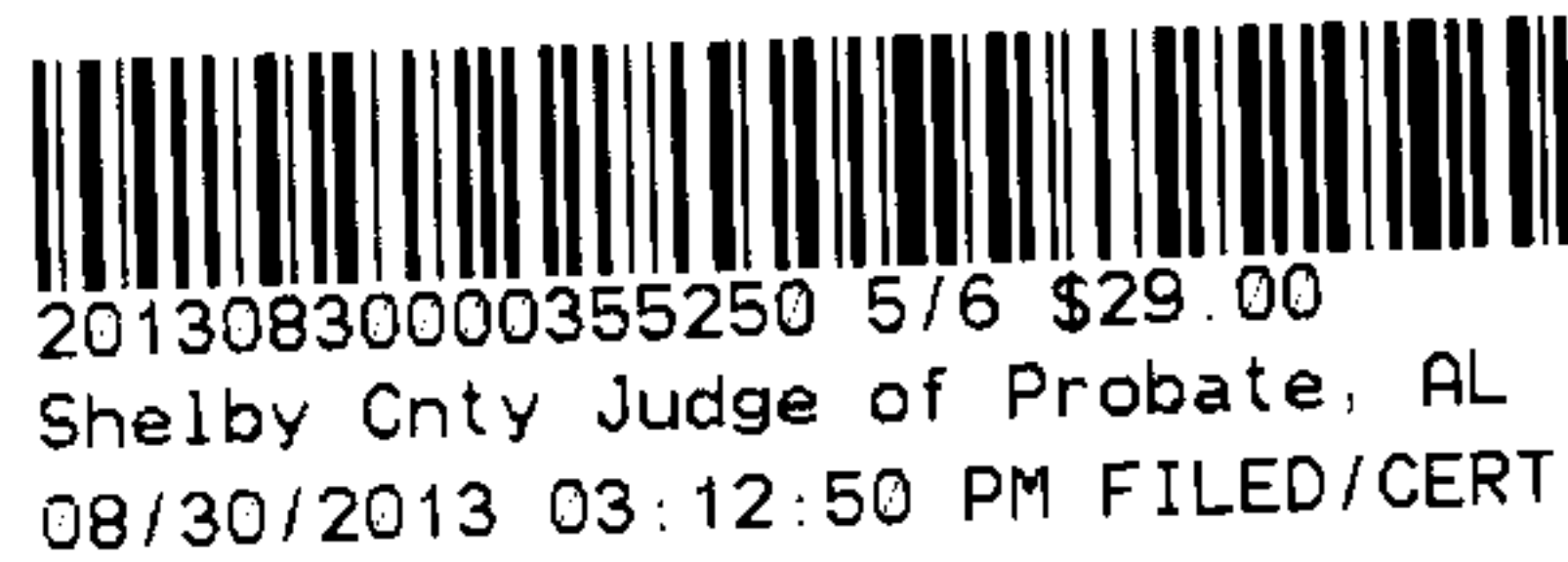
STATE OF Utah  
 COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 27 day of Aug 2013  
 by Justin Gualtier  
 an agent of **VILLAGE CAPITAL & INVESTMENT, LLC**, Lender, who is personally known to  
 me or who provided personally as identification.



  
 Notary Public  
 Print Name: Wayne Burton  
 My Commission Expires: 6-10-15

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 security instruments on real estate are recorded. Additionally, this instrument should be appropriately indexed, not only as security instrument but also as a financing statement covering goods that are or are to become fixtures on the property described herein.



NETCO File Number: NAL-1212147

Borrower Last Name: Burns

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**Exhibit A  
Legal Description**

Commencing at the Northeast Corner of the North Half of the Southeast Quarter of Section 6, Township 16 South, Range 2 East, Shelby County, Alabama, for the point of beginning; thence SoUth 87°40'53" West, a distance of 237.50 feet; thence South 0°00'00" East, a distance of 190.00 feet; thence North 87°40'53" East, a distance of 237.50 feet; thence North 0°00'00" West, a distance of 190.00 feet to the point of beginning.

**DESCRIPTION OF A 20 FOOT EASEMENT FOR INGRESS, EGRESS. AND UTILITIES**

Commencing at the Northeast corner of the North Half of the Southeast Quarter of Section 6, Township 18 South, Range 2 East, Shelby County, Alabama; thence South 87°40'53" West, a distance of 1336.35 feet; thence South 0°00'00" East, a distance of 24.85 feet to the Point of Beginning; thence North 82°37'05" East, a distance of 21.81 feet; thence North 89°07'45" East, a distance of 54.46 feet; thence South 84°20'58" East, a distance of 149.59 feet; thence South 78°05'04" East, a distance of 58.59 feet; thence South 60°15'06" East, a distance of 78.04 feet; thence South 37°34'19" East, a distance of 72.24 feet; thence South 29°52'06" East, a distance of 117.52 feet; thence South 43°36'27" East, a distance of 56.65 feet; thence South 67°51'57" East, a distance of 40.99 feet; thence South 76°40'01" East, a distance of 131.40 feet; thence North 67°21'32" East, a distance of 70.24 feet; thence North 80°42'26" East, a distance of 176.75 feet; thence North 73°37'42" East, a distance of 57.93 feet; thence North 62°19'43" East, a distance of 49.99 feet; thence North 55°55'09" East, a distance of 104.83 feet; thence North 61°44'34" East, a distance of 41.73 feet; thence North 57°18'52" East, a distance of 84.75 feet to the Point of Beginning.

Together with the Mobile Home situated thereon which is affixed to the aforementioned real property and incorporated herein and which is intended by all parties to constitute a part of the realty and to pass with it.

Said Mobile Home is identified as follows:

Year/Make(Manufacturer)/Model: 1995 Cavalier  
Serial/VIN Number(s): NTA199206/NTA199207

Commonly known as: 823 Crabapple Lane, Vandiver, AL 35176 in the County of Shelby

Parcel Number: 05 3 06 0 000 006.008

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