

20140819000259050
08/19/2014 10:04:04 AM
AFFID 1/8

THIS INSTRUMENT PREPARED BY:
This instrument was prepared by:
Maria Prado
Carrington Mortgage Services, LLC
1610 E. Saint Andrew Place, Suite B-150
Santa Ana, CA 92705

LOAN #: 1406038240

MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

STATE OF AL

COUNTY OF Shelby

This Manufactured Home Affidavit of Affixation is made this 5th day of August, 2014 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 Carrington Mortgage Services, LLC, a Limited Liability Company

("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 ☒ Year 2000 Length 56 Width 30

Manufacturer/Make WAVERLY

Model Name or Model No.

Serial No. 19L01716X / 19L0716U

Serial No.

Serial No.

Serial No.

HUD Label Number(s)

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.



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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":
149 Wilson Glenn Rd, Wilsonville

Shelby, AL 35186

(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"):

Carrington Mortgage Services, LLC

Name of Lienholder

Name of Lienholder

Address:

1610 E. Saint Andrew Place, Suite B-150
Santa Ana, CA 92705

Address:

Original Principal

Amount Secured: \$ 101,299.00

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.

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LOAN #: 1406038240

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.

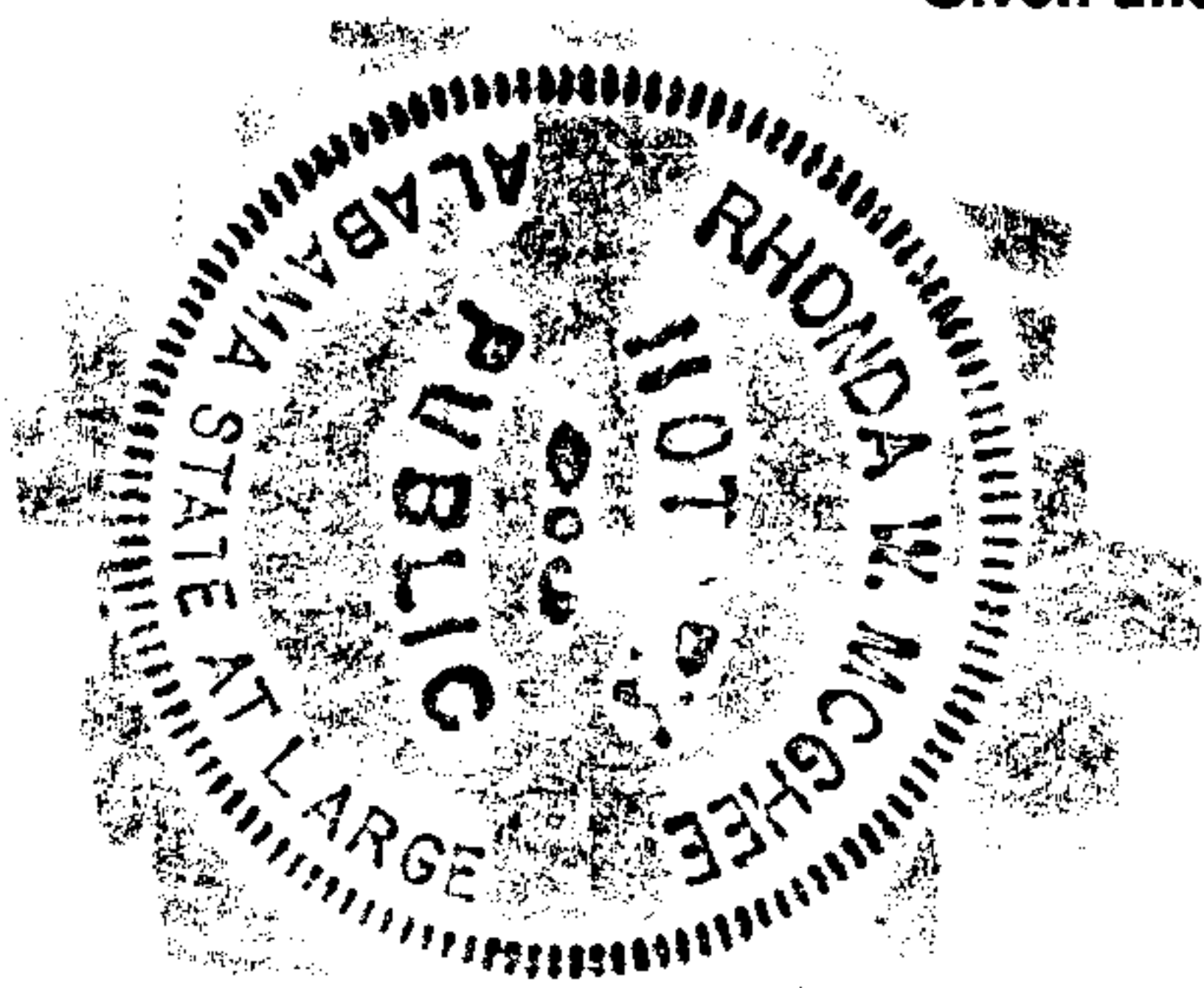
Michael A. Kennamer 8/5/14 (Seal)
MICHAEL A KENNAMER DATE

Lauren P Kennamer 8/5/14 (Seal)
LAUREN P KENNAMER DATE

State of ALABAMA)
County of SHELBY)

On this 5 day of August, 2014,
Rhonda W. McGhee, a Notary Public in and for said county and in said state, hereby certify that MICHAEL A KENNAMER AND LAUREN P KENNAMER, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily and as his/her/their act on the day the same bears date.

Given under my hand and seal of office this 5 day of August, 2014.



Rhonda W. McGhee
Notary Public Rhonda W. McGhee

My Commission Expires: 7-10-2016

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.



LOAN #: 1406038240

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.

Carrington Mortgage Services, LLC, a Limited Liability Company

Lender

By: Authorized Signature

STATE OF Alabama

)
) ss.:
)

COUNTY OF Shelby

On the 5th day of August in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared

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.

I certify under PENALTY OF PERJURY under the laws of the State of

that the

foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature

Official Seal:

Notary Printed Name

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

See e-Notary

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ACKNOWLEDGMENT

State of California
County of Orange

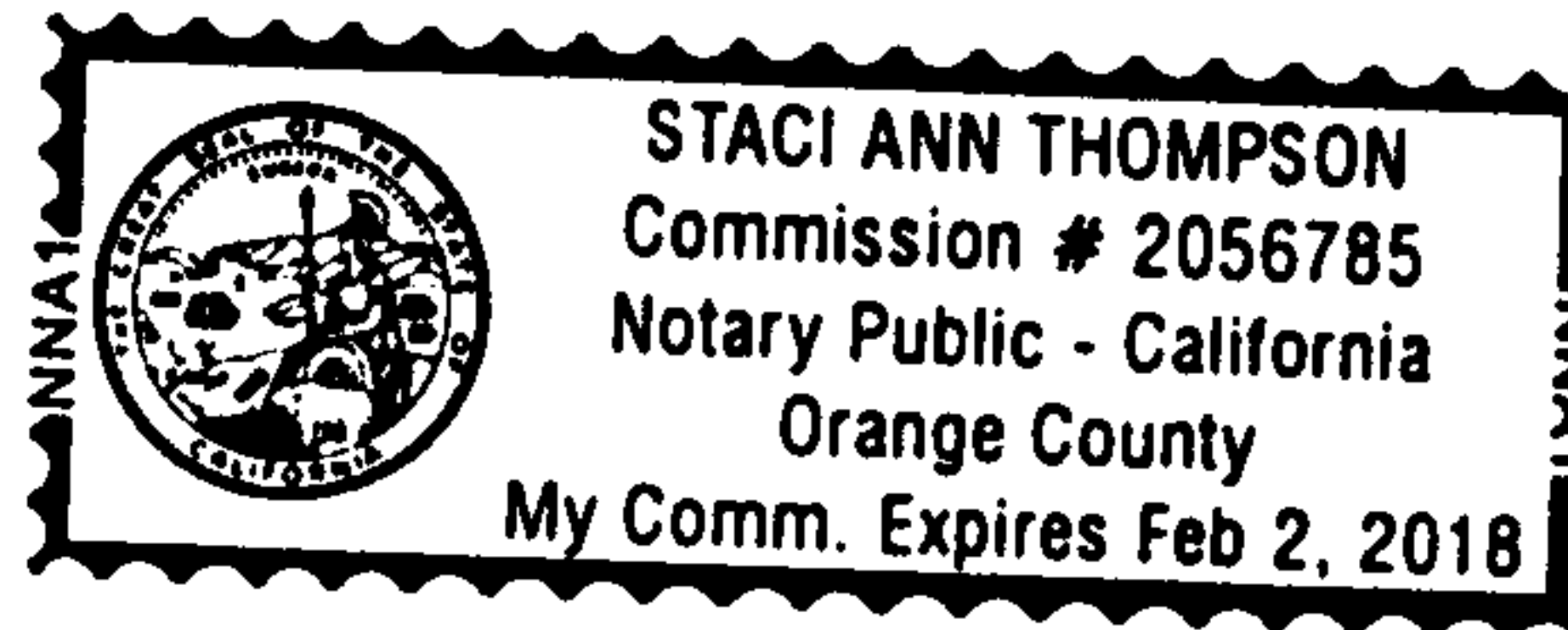
On August 8, 2014 before me, Staci Ann Thompson, Notary Public
(insert name and title of the officer)

personally appeared Scott A. Reed
who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



LOAN #: 1406038240

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.

Carrington Mortgage Services, LLC, a Limited Liability Company

Lender

By: Authorized Signature

STATE OF Alabama)
) ss.:
COUNTY OF Shelby)

On the 5th day of August in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared Michael A. Kennamer

and Lauren P. Kennamer

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.

I certify under PENALTY OF PERJURY under the laws of the State of Alabama that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Rhonda W. McGhee

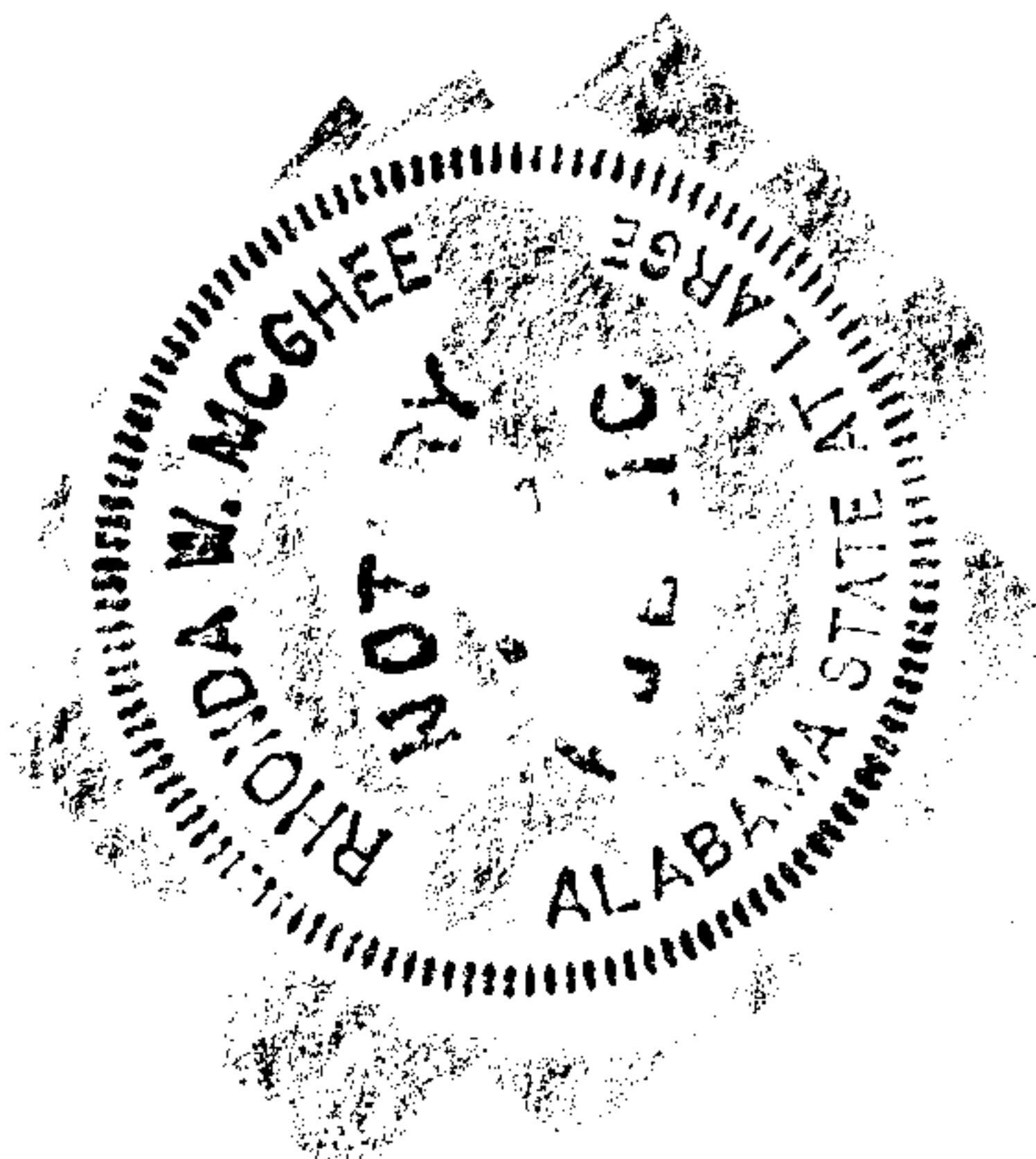
Notary Signature

Rhonda W. McGhee

Notary Printed Name

Notary Public; State of Alabama
Qualified in the County of Shelby
My commission expires: 7-10-2016

Official Seal:



(7)

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EXHIBIT 'A'

File No.: **48785895LA (TB)**

**Lot 8, according to the survey of Wilson's Glen, First Sector, as recorded in Map Book 27, Page 47, In the Probate Office of Shelby County, Alabama.
Situatby in Shelby County, Alabama.**

**TOGETHER WITH A MULTIWIDE MANUFACTURED HOME, which is permanently affixed
and attached to the land
and is part of the Real Property and which, by intention of the parties, shall constitute a
part of the realty and
shall pass with it:**

**Year/Make:2000/WAVERLY
L X W:56X30
VIN #:19L01716X/19L0716U**

A.P.N. 16-7-36-4-003-008-000

 **KENNAMER
48785895**

**FIRST AMERICAN ELS
AFFIDAVIT**



AL



*WHEN RECORDED, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING*

48785895LA



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL 1 of 1
08/19/2014 10:04:04 AM
\$35.00 KELLY
20140819000259050

