

This instrument was prepared by:
Closing Dept
American Financial Resources, Inc.
9 Sylvan Way
Parsippany, NJ 07054
973-983-5626


20160809000282800 1/6 \$30.00
Shelby Cnty Judge of Probate, AL
08/09/2016 09:33:48 AM FILED/CERT

LOAN #: 92201734

MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

STATE OF AL

COUNTY OF ~~SHELBY~~ JEFFERSON

This Manufactured Home Affidavit of Affixation is made this 18th day of July, 2016 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 American Financial Resources, Inc.

("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 1997 Length 70 Width 28

Manufacturer/Make SOUTHERN ENERGY

Model Name or Model No. N/A

Serial No. HDSE2AL 11194 A&B SE11-759

Serial No. _____

Serial No. _____

Serial No. _____

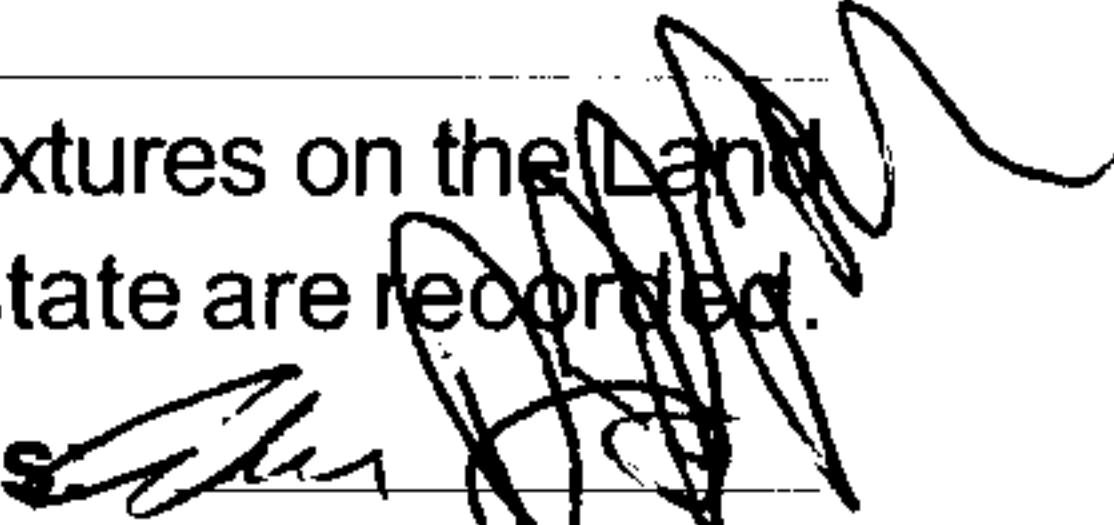
HUD Label Number(s) NTA656622 & NTA656623

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.

Ellie Mae, Inc.

Page 1 of 5

Initials 
GMANARDU 0116
GMANARLU (CLS)
07/18/2016 11:18 AM PST


20160720000253930 17/22 \$224.10
Shelby Cnty Judge of Probate, AL
07/20/2016 12:52:01 PM FILED/CERT



LOAN #: 92201734

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":
231 ADAMS ROAD, LEEDS

Shelby, AL 35094

(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.

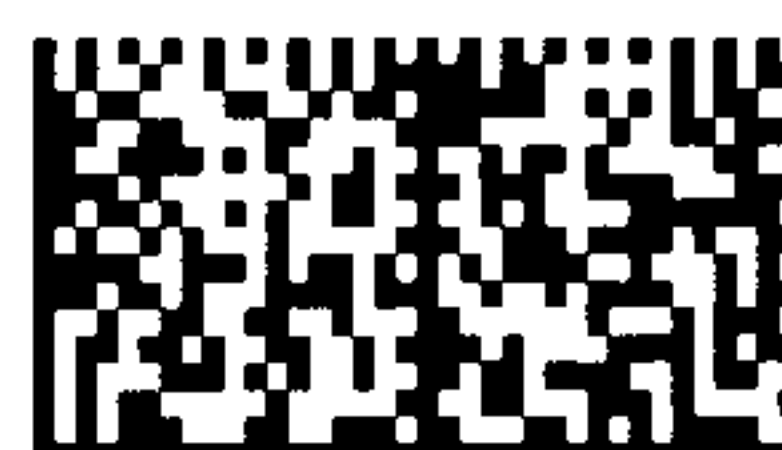
ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

Ellie Mae, Inc.

Page 2 of 5

Initials

GMANARD 0116
GMANARLU (CLS)
07/18/2016 11:18 AM PST



LOAN #: 92201734

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.

Ellie Mae, Inc.

Page 3 of 5

Initials:

GMANARDU 0116
GMANARLU (CLS)
07/18/2016 11:18 AM PST



LOAN #: 92201734

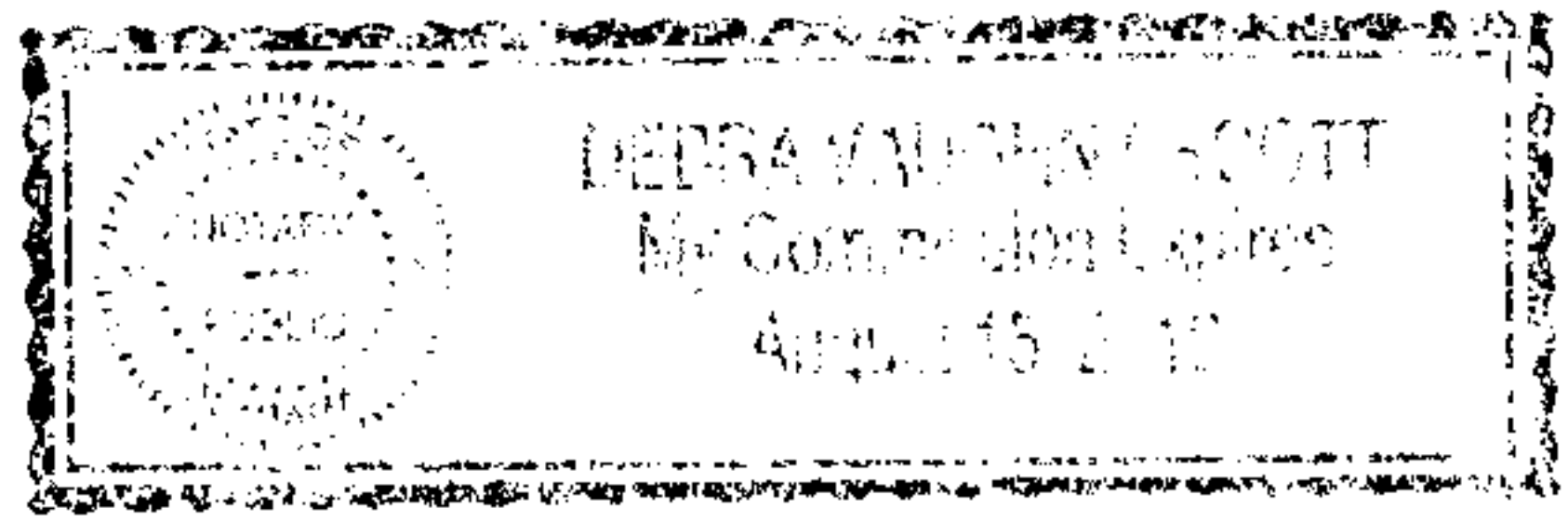
This Affidavit is executed by Homeowner(s) and Lienholder(s) pursuant to applicable state law and shall be recorded in the real property records in the county in which the real property and manufactured home are located.

[Signature] 7/18/16 (Seal)
DANIEL R. MELLOTT DATE
[Signature] 7.18.16 (Seal)
DEBRA D. MELLOTT DATE

State of ALABAMA)
County of SHELBY *[Signature]*)

On this 18th day of JULY, 2016, I, DEBRA VAUGHN SCOTT, a Notary Public in and for said county and in said state, hereby certify that DANIEL R. MELLOTT AND DEBRA D. MELLOTT, 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 18th day of JULY, 2016.



[Signature]
Notary Public
My Commission Expires: 8/15/2017

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.

Ellie Mae, Inc.

Initials: *[Signature]*
GMANARDU 0116
GMANARLU (CLS)
07/18/2016 11:18 AM PST





20160809000282800 5/6 \$30.00
Shelby Cnty Judge of Probate, AL
08/09/2016 09:33:48 AM FILED/CERT

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.

AmericanFinancialResourcesInc.
Lender

Laura Brandao:Chief Operations Officer

By: Authorized Signature

STATE OF: New Jersey

COUNTY OF: Morris

)
) SS.:
)

On the 18th day of July in the year 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared Laura Brandao, Chief Operations Officer for 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.

Notary Signature

Official Seal:

FATIMA GUERRINHA VILARINHO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/23/2019

Fatima Guerrinha Vilarinho
Notary Printed Name

State of New Jersey
County of Union
My Commission expires: June 23, 2019

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.



EXHIBIT "A"
LEGAL DESCRIPTION


20160809000282800 6/6 \$30.00
Shelby Cnty Judge of Probate, AL
08/09/2016 09:33:48 AM FILED/CERT

Commence at the NW corner of the SE 1/4 of the NW 1/4 of Section 18, Township 18 South, Range 1 East, and run in an Easterly direction along the North line of said 1/4 - 1/4 Section for 182.46 feet to the point of beginning; thence continue along the last stated course for 273.0 feet to a point; thence turn an angle to the right of 43 degrees 24 minutes 42 seconds and run Southeasterly 190.44 feet to a point; thence turn 95 degrees 12 minutes 16 seconds right and run Southwesterly for 157.46 feet to a point; thence turn 90 degrees 00 minutes right and run Northwesterly for 115.0 feet to a point; thence turn 21 degrees 37 minutes 37 seconds left and run Northwesterly for 138.53 feet to a point; thence turn 63 degrees 01 minutes 39 seconds right and run Northerly for 73.74 feet to a point; thence turn 88 degrees 36 minutes 30 seconds left and run Westerly for 87.55 feet to a point; thence turn 56 degrees 51 minutes 44 seconds right and run Northwesterly for 11.76 feet to the point of beginning.

According to the survey of Melvin R. Reynolds, dated June 20, 1986.

Together with an easement across the following described property:

Begin at the SW corner of the NE 1/4 of the NW 1/4 of Section 18, Township 18 South, Range 1 East; thence run East along the South line of said 1/4 - 1/4 Section for 182.46 feet to the point of beginning of said 20-foot strip; thence run North 20 feet, more or less, along the centerline of said 20-foot strip to the intersection of said centerline with the South line of Adams Road.

SOURCE OF TITLE: Instrument #20030109000019350, being a warranty deed from Dock A. Murphree and wife, Geraldine B. Murphree, to Jobie Moore, dated January 8, 2003; Instrument #20030109000019330, being a warranty deed from David K. Satterwhite and Tiffany M. Satterwhite, single individuals, to Dock A. Murphree and Geraldine B. Murphree.


20160720000253930 22/22 \$224.10
Shelby Cnty Judge of Probate, AL
07/20/2016 12:52:01 PM FILED/CERT