



20170606000199340 1/6 \$30.00
Shelby Cnty Judge of Probate, AL
06/06/2017 02:07:25 PM FILED/CERT

This instrument was prepared by:
Brittney Evans
CIS Financial Services, Inc. dba CIS Home Loans
851 Military Street N
Hamilton, AL 35570

LOAN #: 1704011084

MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

STATE OF AL

COUNTY OF Shelby

This Manufactured Home Affidavit of Affixation is made this 5th day of June, 2017 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 CIS Financial Services, Inc. dba CIS Home Loans, a 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 ☒ Year 2012 Length 62 Width 30

Manufacturer/Make Southern Estates

Model Name or Model No. E0913

Serial No. SOU007038ALAE0913 and SOU007038ALBE0913

Serial No. _____

Serial No. _____

Serial No. _____

HUD Label Number(s) NTA1569046 and NTA1569047

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.

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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":
19 Highway 83, Harpersville

Shelby, AL 35078

(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 ATTACHED LEGAL DESCRIPTION AS EXHIBIT "A" AND MADE A PART HEREOF

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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Ellie Mae, Inc.

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

CIS Financial Services, Inc.

Name of Lienholder

Name of Lienholder

Address:

851 Military St. N
Hamilton, AL 35570

Address:

Original Principal

Amount Secured: \$ 97,750.00

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.

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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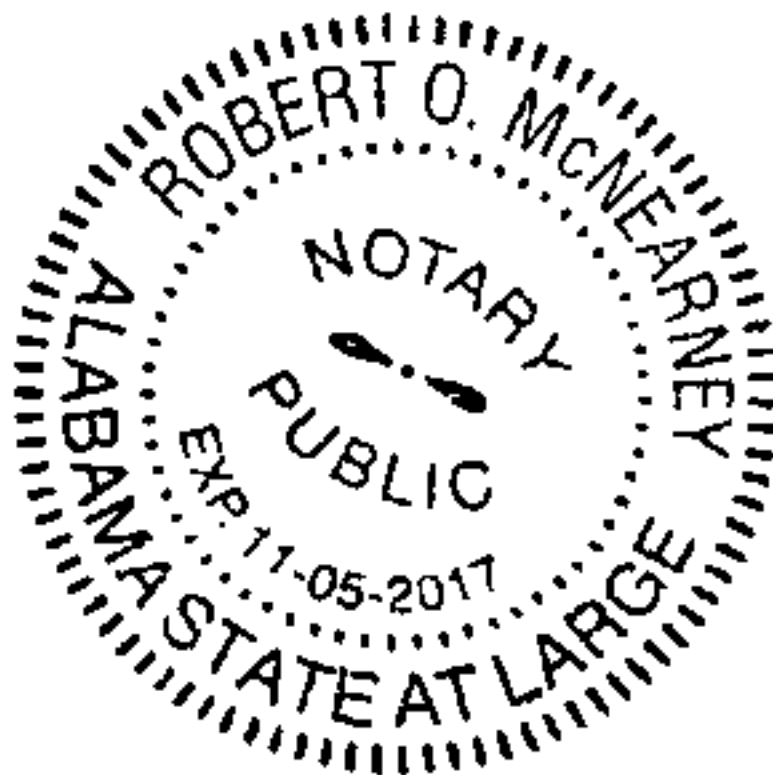
LOAN #: 1704011084

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.

Donna K Newman 6/5/17 (Seal)
DONNA K NEWMAN DATE

State of ALABAMA)
County of SHELBY)

On this 5th day of June, 2017, I, the undersigned
Notary Public in and for said county and in said state, hereby certify that DONNA K NEWMAN,
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 5th day of June, 2017.



Robert O. McNearney
Notary Public

My Commission Expires: 11/5/17

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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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.

CIS Financial Services, Inc. dba CIS Home Loans, a Corporation

Lender

Chris Montz

By: Authorized Signature

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

On the 5th day of June in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared _____

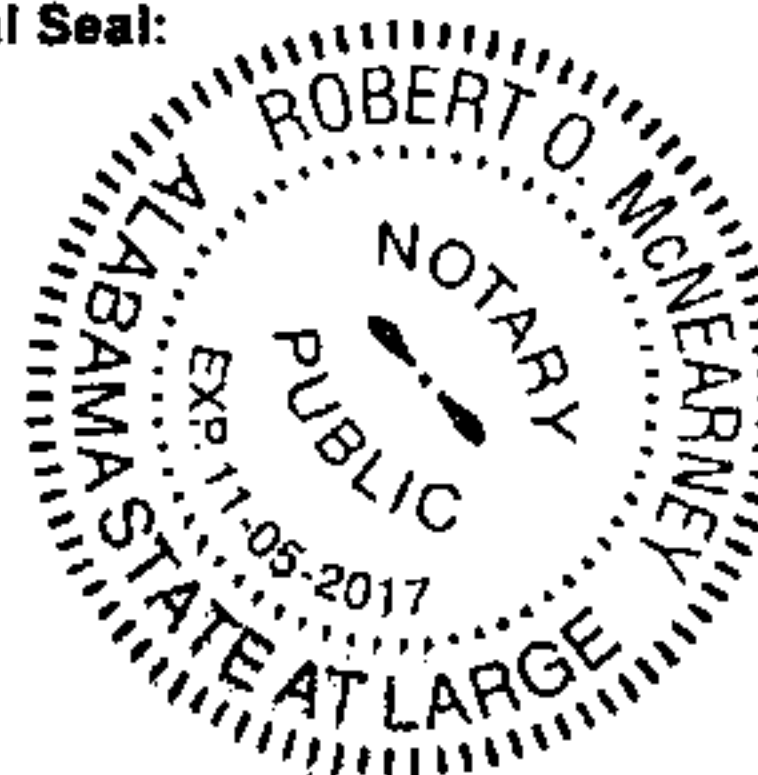
_____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Signature

Robert O. McNearney
Notary Printed Name

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

Official Seal:



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.

Elle Mae, Inc.

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EXHIBIT "A" LEGAL DESCRIPTION

File No.: 17-4182

Commence at the SE corner of the SW 1/4 of the NE 1/4 of Section 28, Township 19 South, Range 2 East; run thence West along the South line of the SW 1/4 of the NE 1/4 a distance of 25.2 feet to the West line of Brook's lot; thence South 5 degrees 10 minutes West along the West line of the Brook's lot, a distance of 20.52 feet to the SW corner of the Brook's lot; thence South 84 degrees 50 minutes East along the South line of the Brook's lot a distance of 90.30 feet to the point of beginning; thence continue South 84 degrees 50 minutes East along the South line of the Brook's lot a distance of 209.7 feet to the SE corner of the Brook's lot and the West margin of a County Road; thence South 14 degrees 52 minutes West along the West margin of a County Road, a distance of 206.2 feet; thence North 85 degrees 39 minutes West a distance of 202.2 feet; thence North 12 degrees 42 minutes East a distance of 207.8 feet to the point of beginning.

Located in the NE 1/4 of the SE 1/4 of Section 28, Township 19 South, Range 2 East, Shelby County, Alabama.