

Prepared By and
After recording return to:
Solidifi Title and Closing, LLC
127 John Clarke Road
Middletown, RI 02842

Note to Clerk –

Please index under this name:

Grantor: Mike Saenz

**Grantee: American Financial Resources
INC**

Please cross-reference:

As affected Deed of Trust dated 3/23/18 and
recorded 3/28/18 in the Official Records of
Shelby County, Alabama as Instrument #
20180328000102020

Re: Property of

850 Highway 270, Maylene, AL 35114

Affidavit of Correction

Personally appeared before me, the undersigned attesting authority duly authorized by law to administer oaths, the undersigned affiant, who, being first duly sworn, deposes and upon oath says that this Affidavit of Correction relates to the property of the owner designated in the caption hereof as the same as described fully, to-wit:

COMMENCE AT THE NW CORNER OF THE SE 1/4 OF THE SW 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 465.29 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 52 MINUTES 35 SECONDS EAST, A DISTANCE OF 137.06 FEET; THENCE SOUTH 00 DEGREES 40 MINUTES 00 SECONDS EAST, A DISTANCE OF 632.41 FEET TO THE NORTHERLY R.O.W. LINE OF SHELBY COUNTY HIGHWAY 270, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 635.00 A CENTRAL ANGLE OF 07 DEGREES 09 MINUTES 26 SECONDS AND SUBTENDED BY A CHORD WHICH BEARS NORTH 67 DEGREES 24 MINUTES 13 SECONDS WEST, AND A CHORD DISTANCE OF 79.27 FEET; THENCE ALONG THE ARC OF SAID CURVE AND SAID R.O.W. LINE, A DISTANCE OF 79.32 FEET; THENCE NORTH 64 DEGREES 12 MINUTES 50 SECONDS WEST AND ALONG SAID R.O.W. LINE A DISTANCE OF 106.04 FEET; THENCE NORTH 02 DEGREES 29 MINUTES 50 SECONDS EAST AND LEAVING SAID R.O.W. LINE, A DISTANCE OF 556.60 FEET TO THE POINT OF BEGINNING.

Deponent makes the following statement under oath as being relevant and material to the ownership of said property:

That the undersigned acted as scrivener for the Deed of Trust above in connection with the land referenced above, that the undersigned has reviewed the file with respect to the said transaction, and that in connection with the said transaction the undersigned prepared the Deed of Trust.

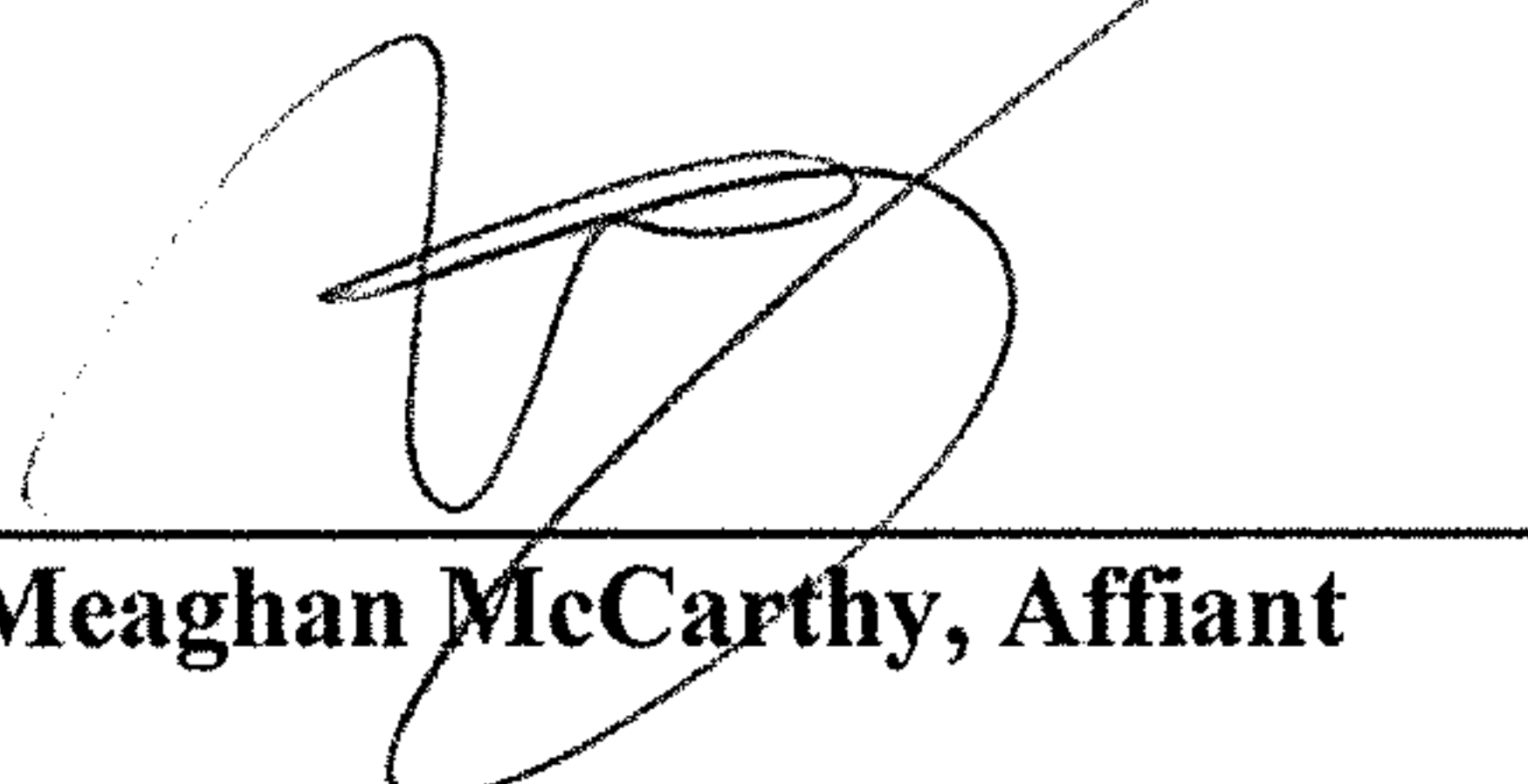
That there was an error of the scrivener in the Deed of Trust as referenced above as follows:

The aforesaid original as affected Deed of Trust dated 3/23/18 and recorded 3/28/18 in the Official Records of Shelby County, Alabama as Instrument # 20180328000102020 was recorded without the manufactured home Affidavit of affixation.

This affidavit corrects the error as it is attached.

The undersigned understands that purchasers, lenders and title companies may rely on this affidavit with respect to the property described in the above referenced Mortgage.

Date: May 21, 2018

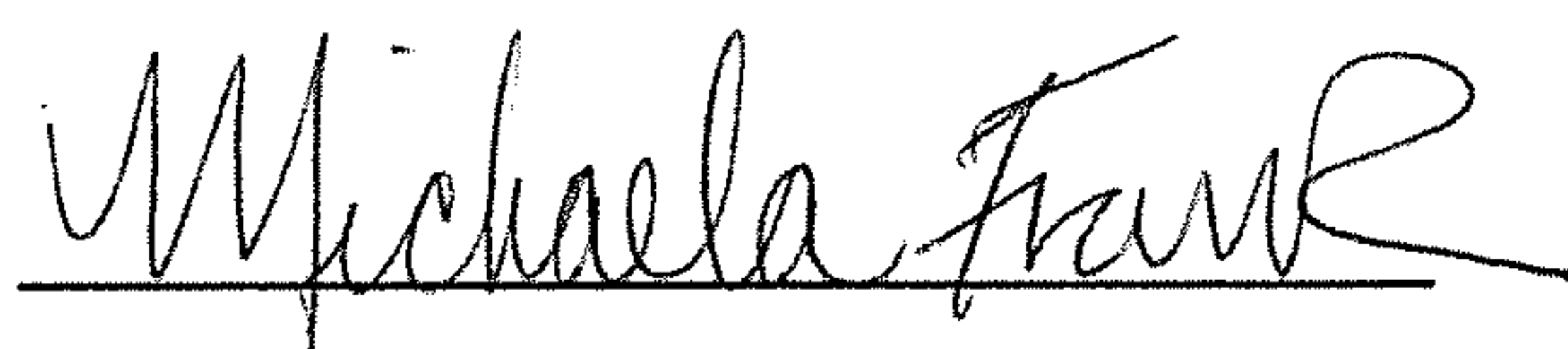


Meaghan McCarthy, Affiant

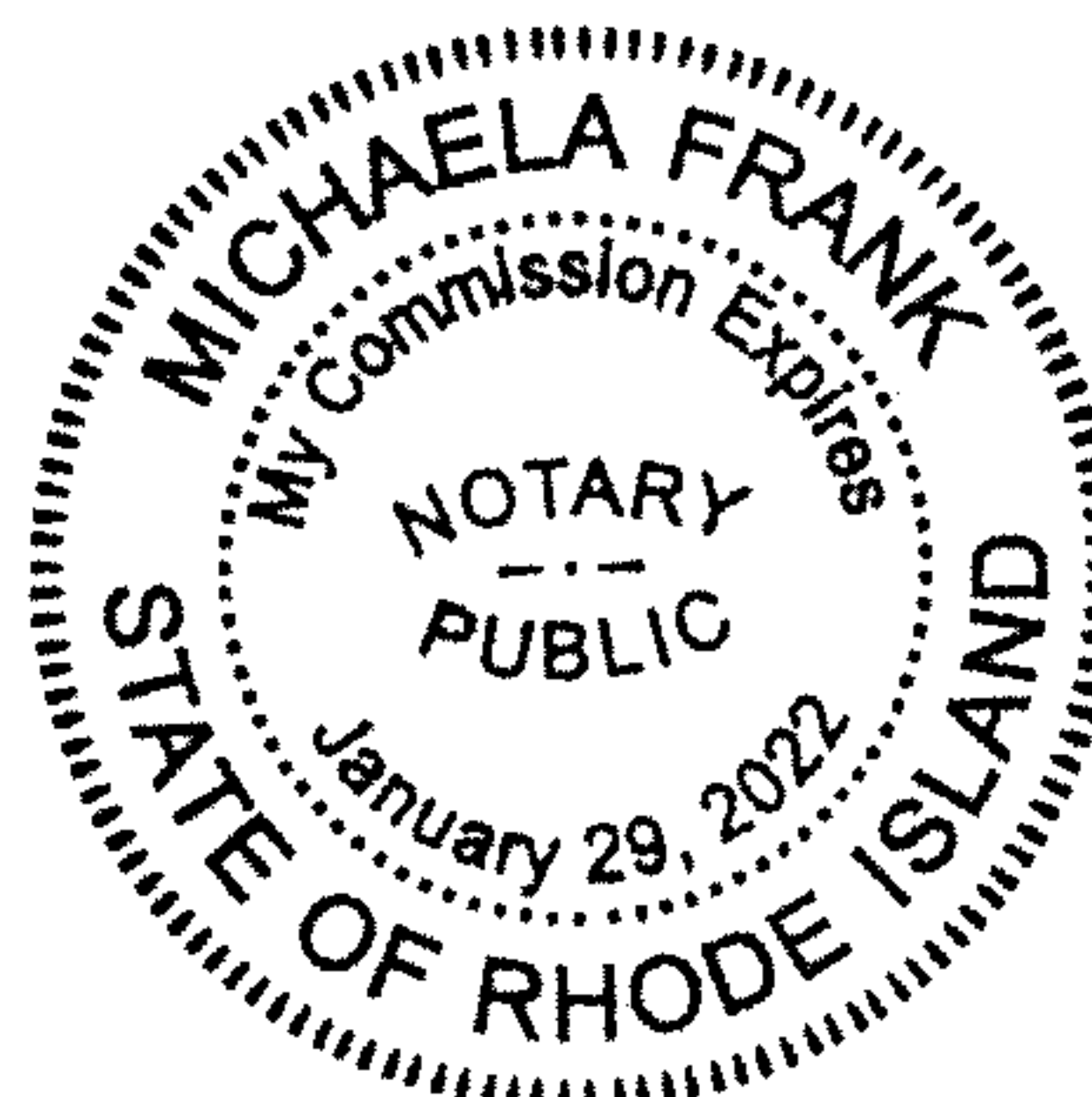
STATE OF Rhode Island

COUNTY OF Newport

In Newport on May 21, 2018 before me personally appeared, Meaghan McCarthy to me known and known by me to be the person executing the foregoing instrument, and he/she acknowledged said instrument, by his/her executed, to be his/her free act and deed.



Michaela Frank, Notary Public
My Commission Expires: 1/29/2022



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

LOAN #: 2295577
MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

STATE OF AL

COUNTY OF Shelby

This Manufactured Home Affidavit of Affixation is made this 23rd day of March, 2018 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 X Year 2015 Length 80 Width 16

Manufacturer/Make Sunshine Homes, inc

Model Name or Model No. HBV1684-205

Serial No. AL-S-20223

Serial No. _____

Serial No. _____

Serial No. _____

HUD Label Number(s) TRA/591756

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.



LOAN #: 2295577

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":
850 Highway 270, Maylene

Shelby, AL 35114

(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.



LOAN #: 2295577

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

AMERICAN FINANCIAL RESOURCES, INC.

Name of Lienholder

Name of Lienholder

Address:

9 SYLVAN WAY
PARSIPPANY, NJ 07054

Address:

Original Principal

Amount Secured: \$ 77,569.00

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.



LOAN #: 2295577

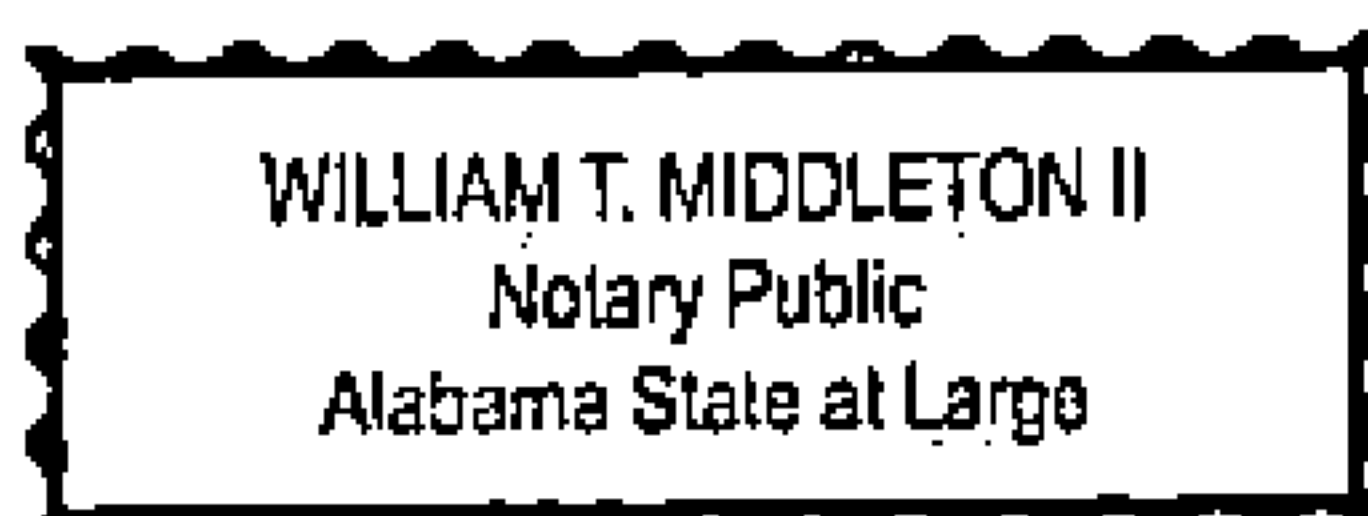
This Affidavit is executed by Homeowner(s) and Lienholder(s) pursuant to applicable state law and shall be recorded in the real property records in the county in which the real property and manufactured home are located.


MIKE SAENZ 3-23-18 (Seal)
DATE


PAOLA MARTINEZ 3/23/18 (Seal)
DATE

State of ALABAMA)
County of SHELBY)

On this 23rd day of MARCH, 2018, I, William T. Middleton II, a Notary Public in and for said county and in said state, hereby certify that MIKE SAENZ AND PAOLA MARTINEZ, 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 23rd day of MARCH, 2018.




Notary Public

My Commission Expires: 10/21/2019

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.

Ellie Mae, Inc.

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Initials: 
L00000MNARDU 0615
L00000MNARLU (CLS)
03/22/2018 07:04 AM PST



LOAN #:

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.

American Financial Resources, Inc.

Lender

By: Jason Horafus, Closing Manager

STATE OF: New Jersey

COUNTY OF: Burlington

)
) SS.:
)

On the 28th day of February in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared Jason Horafus, Closing Manager

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

Nina Morales
Notary Printed Name

Official Seal:

Notary Public; State of NJ Qualified
in the County of Camden
My Commission expires: 8/9/2022

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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GMANARDU 0116
GMANARLU (CLS)
2/28/2018 01:01 PM PST



LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, TOWNSHIP OF MAYLENE, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF THE SE 1/4 OF THE SW 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 465.29 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 52 MINUTES 35 SECONDS EAST, A DISTANCE OF 137.06 FEET; THENCE SOUTH 00 DEGREES 40 MINUTES 00 SECONDS EAST, A DISTANCE OF 632.41 FEET TO THE NORTHERLY R.O.W. LINE OF SHELBY COUNTY HIGHWAY 270, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 635.00 A CENTRAL ANGLE OF 07 DEGREES 09 MINUTES 26 SECONDS AND SUBTENDED BY A CHORD WHICH BEARS NORTH 67 DEGREES 24 MINUTES 13 SECONDS WEST, AND A CHORD DISTANCE OF 79.27 FEET; THENCE ALONG THE ARC OF SAID CURVE AND SAID R.O.W. LINE, A DISTANCE OF 79.32 FEET; THENCE NORTH 64 DEGREES 12 MINUTES 50 SECONDS WEST AND ALONG SAID R.O.W. LINE A DISTANCE OF 106.04 FEET; THENCE NORTH 02 DEGREES 29 MINUTES 50 SECONDS EAST AND LEAVING SAID R.O.W. LINE, A DISTANCE OF 556.60 FEET TO THE POINT OF BEGINNING.

PARCEL ID #23 3 08 0 000 009.000

THIS BEING THE SAME PROPERTY CONVEYED TO LOUIS THOMAS AND TAMMY THOMAS, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM FROM CAROLYN J. BRANTLEY, A SINGLE WOMAN, IN A DEED DATED DECEMBER 02, 2015 AND RECORDED DECEMBER 03, 2015 AS INSTRUMENT NO. 20151203000412850.

Property Commonly Known As: 850 Highway 270, Maylene, AL 35114
Parcel ID: 23 3 08 0 000 009.000



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
05/21/2018 01:49:19 PM
\$36.00 CHERRY
20180521000175050

A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the official text of the clerk's office.