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This instrument was prepared by:  
Mary Hogen  
Nations Lending Corporation  
4 Summit Park Drive, Suite 200  
Independence, OH 44131

LOAN #: 30552108558329

**MANUFACTURED HOME AFFIDAVIT OF AFFIXATION RIDER**

STATE OF AL

COUNTY OF Shelby

This Manufactured Home Affidavit of Affixation is made this 12th day of October, 2021 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 Nations Lending Corporation, 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 x Year 1998 Length 66 Width 27

Manufacturer/Make Horton Homes

Model Name or Model No. Unknown

Serial No. H151732GL/R

Serial No. \_\_\_\_\_

Serial No. \_\_\_\_\_

Serial No. \_\_\_\_\_

HUD Label Number(s) GEO1078560 & GEO1078561

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 #: 30552108558329**

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":  
**673 Highway 54, Montevallo**

**Shelby, AL 35115**

(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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Ellie Mae, Inc.

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Initials: G. M.  
GMANARDU 1117  
GMANARLU (CLS)  
10/11/2021 01:46 PM PST



**LOAN #: 30552108558329**

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

**Nations Lending Corporation**

Name of Lienholder

Name of Lienholder

Address:

**4 Summit Park Drive, Suite 200  
Independence, OH 44131**

Address:

Original Principal

Amount Secured: \$ **136,482.00**

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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Ellie Mae, Inc.

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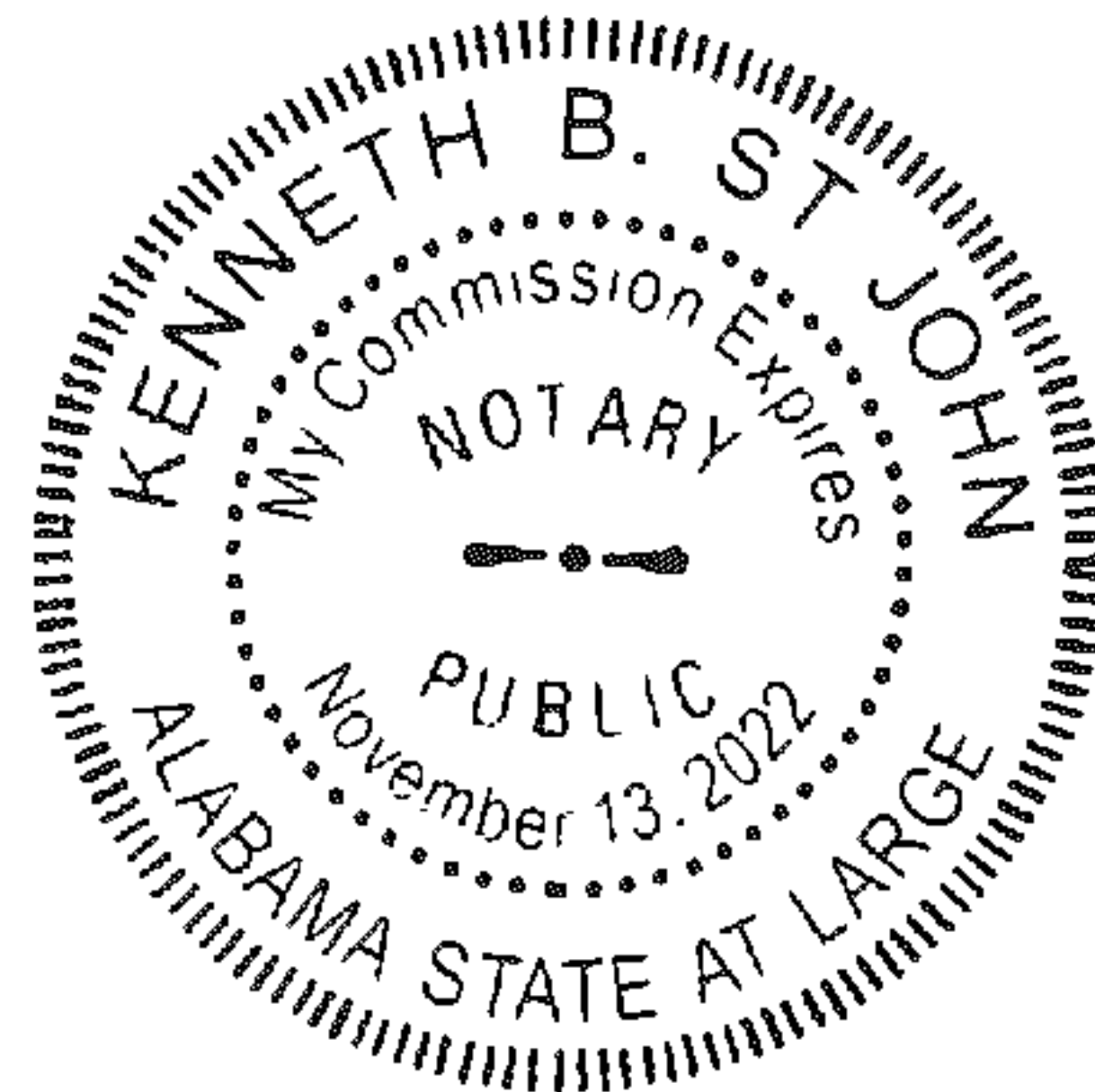
LOAN #: 30552108558329

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.

Gabriel Martires 10/12/21 (Seal)  
GABRIEL MARTIRES DATE

State of ALABAMA )  
County of SHELBY )

On this 12th day of OCTOBER, 2021, I, Kenneth B. St. John, a Notary Public in and for said county and in said state, hereby certify that GABRIEL MARTIRES, 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 12th day of OCTOBER, 2021.



[Signature]  
Notary Public  
My Commission Expires: 11/13/2022

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Ellie Mae, Inc.

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GMANARDU 1117  
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10/11/2021 01:46 PM PST





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LOAN #: 30552108558329

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.

Nations Lending Corporation, a Corporation

Lender

By: Authorized Signature

Keith A Madden

STATE OF: Ohio

COUNTY OF: Cuyahoga

} SS.:

On the 12th day of October in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared

Keith A. Madden

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

Notary Printed Name

Notary Public; State of Ohio  
Qualified in the County of Cuyahoga  
My Commission expires: 3/10/24

Official Seal:



Becky Outlip  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires: 3/10/24

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**EXHIBIT "A"**

**PARCEL I:**

**A parcel of land in Shelby County, Alabama, particularly described as follows: Begin at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 3, Township 22 South, Range 4 West; proceed South 89 degrees 35 minutes 48 seconds West along the South line of said 1/4-1/4 section a distance of 386.53 feet; proceed North 06 degrees 52 minutes 50 seconds West a distance of 344.90 feet; proceed North 89 degrees 35 minutes 48 seconds East a distance of 417.55 feet; proceed South 01 degree 43 minutes 18 seconds East a distance of 342.79 feet to the Point of Beginning.**

**PARCEL II:**

**ALSO, an easement for ingress, egress and utilities:**

**Commence at the Southeast of said 1/4-1/4 section; thence run South 89 degrees 35 minutes 48 seconds West for a distance of 386.53 feet; thence run North 06 degrees 52 minutes 50 seconds West for a distance of 344.90 feet to the point of beginning; thence continue along last described course for a distance of 318.66 feet; thence run North 29 degrees 00 minutes 45 seconds East for a distance of 120.91 feet; thence run North 55 degrees 11 minutes 39 seconds West for a distance of 262.10 feet to the southeasterly right of way line of Shelby County Highway 54; thence run North 43 degrees 06 minutes 18 seconds East along the chord of a curve to the right for a distance of 30.00 feet; thence run South 55 degrees 14 minutes 22 seconds East for a distance of 254.75 feet; thence run South 68 degrees 31 minutes 46 seconds East for a distance of 12.51 feet; thence run South 06 degrees 52 minutes 50 seconds East for a distance of 455.68 feet; thence run South 89 degrees 35 minutes 48 seconds West for a distance of 78.00 feet to the point of beginning.**

**THIS IS A PURCHASE MONEY MORTGAGE.**

G. M.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
10/14/2021 03:08:36 PM  
\$37.00 JOANN  
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*Allen S. Bayl*