MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

Record and Return by Mail to: Wells Fargo Bank, N.A. FINAL DOCS N9408-041 2701 WELLS FARGO WAY MINNEAPOLIS, MN 55467 20220106000007270 01/06/2022 01:50:57 PM AFFID 1/4

This Instrument Prepared by: Samuel Hoopingarner 2701 WELLS FARGO WAY MINNEAPOLIS, MN 55467

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.

[type the name of each Homeowner signing this Affidavit]:

Micheal Justin Hill and Ambre Morrison

being duly sworn, on his or her oath state as follows:

1. Homeowner owns the manufactured home ("Home") described as follows:

New or Used: Used

Year: 1993

Manufacturer's Name:

Model Name or Model Number:

Length x Width:

BUCCANEER

NA NA

76 x 28

Length x Width: 76 x 28
Serial Number: ALBUS17649A

ALBUS17649B

- 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 Home is or will be located at the following "Property Address": 75 Redbird DR, STERRETT, AL 35147
- 5. The legal description of the Property Address ("Land") is: SEE ATTACHED LEGAL DESCRIPTION
- 6. 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.
- 7. The Home X is \square 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.
- 8. The Home shall be assessed and taxed as an improvement to the Land.
- 9. 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:



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- (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) The wheels, axles, tow bar or hitch were removed when the Home was, or will be, placed on the Property Address; and
- (D) The Home is (i) Permanently Affixed to a foundation, (ii) has the characteristics of site-built housing, and (iii) is part of the Land.
- 10. 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.
- 11. 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.
- 12. A Homeowner shall initial only one of the following, as it applies to title to the Home:

[Closing and Agent: please refer to the Manufactured Home and Land Supplemental Closing
<u>Instructions for completion instructions]:</u>
☐ 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.
☐ 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.
★ The manufacturer's certificate of origin and/or certificate of title to the Home □ shall be ★ has been eliminated as required by applicable law.
☐ The Home shall be covered by a certificate of title.
13. This Affidavit is executed by Homeowner(s) pursuant to applicable state law.
IN WITNESS WHEREOF, Homeowner(s) has executed this Affidavit in my presence and in the presence of the undersigned witnesses on this day of day of,
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Micheal Justin Hill? Date Seal Seal
Date

Witness

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Date
Witness
Acknowledgment
State of <u>Alabama</u>
County of Shelby
I, <u>April Clar K</u> , a notary public, hereby certify that
Micheal Justin Hill and Ambre Morrison
· · · · · · · · · · · · · · · · · · ·
whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me of this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand 10/4/2021 Notary Public My commission expires:

Legal Description

PARCELII:

Commence at the Southwest corner of the Southeast Quarter of the Northwest Quarter of Section 19, Township 18 South, Range 2 East, Shelby County, Alabama and run Thence Northerly along the West line of said Quarter 4 - 4 Section N 00° 100'00" For distance of 97 to feet to on Iron plan Thence N 93°54'00" For distance of 448.70 Section 20 June 21 of the page 18.

00'00" E a distance of 97.16 feet to an Iron pin; Thence N 83°54'00" E a distance of 448.79 feet to an Iron pin at or mean Redbird Road; Thence crossing Redbird Road N 49°07'00" E a distance of 171.22 feet to an Iron bar at or near Redbird Road; Thence N 05° 20'32" W a distance of 250.04 feet to an Iron pin; Thence S 15°54'05" E a distance of 70.19 feet to the true point of beginning of the property herein described: Thence N 00°24'05" W a distance of 74.35 feet to an Iron pin; Thence N 27°

21'58" Wa distance of 89.29 feet to an Iron pin; Thence N 64°10'55" E a distance of 166.51 feet to an iron pin; Thence N 61° 44'08" Wa distance of 161.91 feet to a point, Thence S 73°05'02" E a distance of 39.97 feet to a fence corner; Thence S 08° 20'25" E a distance of 183.75 feet to a 5/8 inch rebar found at a fence; Thence S 08°42'38" E a distance of 218.17 feet to a point; Thence N 85°23'47" Wa distance of 201.25 feet to a point; which is the point of beginning. According to the survey by Thomas A. Dobson, AL LS NO. 12705 on June 5, 2002.

Easement:

County, Alabama; Thence run North along and with the West line of said ¼ - ¼ Section 97.16 feet to a point; Thence turn right 83°4' and run Northeasterly 448.79 feet to a point; Thence turn a right interior angle 145° 13' and run Northeasterly 171.22 feet to the Southwest parcel corner and the point of beginning of said easement; Thence turn a right interior angle of 125°32'28" and run Northwesterly along the Westerly parcel boundary 32.19 feet to a point; Thence turn a left interior angle of 38°21'26" and run Southeasterly 26.22 feet to a point; Thence turn a left interior angle of 197°13'23" and run Southeasterly 132.56 feet to a point; Thence turn a left interior angle of 197°26'02" and run Southeasterly 56.33 feet to a point; Thence turn a left interior angle of 195°14' and run Westerly 45.0 feet to a point on the Easterly parcel boundary; Thence turn a left interior angle of 95°07'35" and run Southeasterly 15.0 feet along said boundary to the Southeast parcel corner altuated in Redbird Drive; Thence turn a left interior angle of 72°15'37" and run Westerly along the Southerly parcel boundary 139.06 feet to a parcel corner; Thence turn a left interior angle of 160°10'31" and run Northwesterly along the Southerly parcel boundary 109.59 feet to the point of beginning, making closing left interior angle of 124°11'46".

Easement of Private Road:

Commence at the SW corner of the SE % of the NW % of Section 19, Township 18 South, Range 2 East, Shelby County, Alabama; Thence run North along and with the West line of said % - % Section to a point; Thence turn right 0°03'29" and run 418.35 feet to point; Thence turn a left interior angle of 89°03'29" and run Easterly 552.08 feet to the point of beginning; Thence turn a left interior angle of 96°20'32" and run Southeasterly along the Westerly parcel boundary 179.45 feet to a point; Thence turn a right interior angle of 12°44'50' and run Northerly along the Easterly edge of said road 69.10 feet to a point; Thence turn a right interior angle of 169°13'06" and continue Northerly along the Easterly edge of said Road 117.20 feet to a point; Thence turn a right interior angle of 344°30' and run Northwesterly 70.19 feet to the point of beginning, making a closing interior angle of 10°33'33". According to the

August 21, 2002 Survey of Darrell E. Reeser, AL RLS#12158.

Micheal Justin Hill

Ambre Mbriison l

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Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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