

20221027000404470  
10/27/2022 03:10:22 PM  
AFFID 1/5

THIS INSTRUMENT PREPARED BY:  
This instrument was prepared by:  
Closing Dept  
American Financial Resources, Inc.  
8 Campus Drive Suite 401  
Parsippany, NJ 07054  
973-983-5626

LOAN #: 92445637  
MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

STATE OF AL

COUNTY OF Shelby

This Manufactured Home Affidavit of Affixation is made this **27th** day of **October, 2022** 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 1983 Length 24 Width 56

Manufacturer/Make FLEETWOOD HOMES OF GA., INC.

Model Name or Model No. GAFL2BE3305-6814

Serial No. GAFL2AE3305 6814

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

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

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

HUD Label Number(s) GEO275732, GEO275733

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 #: 92445637**

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":  
**3575 Highway 13, Helena**

**Shelby, AL 35080**

(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 #: 92445637**

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:

**8 Campus Drive Suite 401  
Parsippany, NJ 07054**

Address:

Original Principal

Amount Secured: \$ **124,699.00**

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 #: 92445637**

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.

X Matthew Blake Sims 10/27/22 (Seal)  
MATTHEW BLAKE SIMS DATE

X Colby Norris 10/27/22 (Seal)  
COLBY NORRIS DATE

State of ALABAMA  
County of SHELBY

On this 27th day of OCTOBER, 2022, I, the Undersigned, a Notary Public in and for said county and in said state, hereby certify that MATTHEW BLAKE SIMS AND COLBY NORRIS, 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 27th day of OCTOBER, 2022.

CHRISTOPHER OWENS  
Notary Public, Alabama State at Large  
My Commission Expires July 13, 2025

Christopher Owens  
Notary Public

My Commission Expires: 7/13/25

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"**  
**Property Description**

A parcel of land containing 3.3 acres, more or less, in the SE1/4 of the SE1/4 of Section 5, Township 21 South, Range 4 West, Shelby County, Alabama; described as follows:  
Begin at the Northeast corner of said 1/4-1/4 section; Thence run South along the east 1/4-1/4 line 527.29 feet to the north right-of-way of Shelby County Highway #13; Thence turn right 62 degrees 25 minutes 31 seconds and run southwest along said right-of-way 33.50 feet; Thence turn right 116 degrees 40 minutes 31 seconds and run north 200.00 feet; Thence turn left 116 degrees 40 minutes 31 seconds and run southwest 289.00 feet; Thence turn left 63 degrees 19 minutes 29 seconds and run south 36.80 feet; Thence turn right 62 degrees 54 minutes 52 seconds and run southwest along a fence 149.36 feet to an iron pin at a fence corner; Thence turn right 117 degrees 23 minutes 53 seconds and run north along a fence 343.20 feet to an iron pin at a fence corner; Thence turn right 61 degrees 02 minutes 06 seconds and run northeast along a fence 487.21 feet to the point of beginning.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
10/27/2022 03:10:22 PM  
\$34.00 JOANN  
20221027000404470

X *Allen S. Bayl* S *MBS* *CN*