

20221101000409620
11/01/2022 12:04:17 PM
AFFID 1/7

This instrument was prepared by:
American Pacific Mortgage Corporation
3000 Lava Ridge Court, Suite 200
Roseville, CA 95661

LOAN #: 001291825

MANUFACTURED HOME AFFIDAVIT OF AFFIXATION RIDER

STATE OF AL

COUNTY OF Shelby

This Manufactured Home Affidavit of Affixation is made this 28th 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 Pacific Mortgage Corporation, a California 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 2021 Length 60 Width 14

Manufacturer/Make SOUTHERN ENERGY

Model Name or Model No. 47TRS14602AH21

Serial No. SRB036111AL

Serial No. _____

Serial No. _____

Serial No. _____

HUD Label Number(s) NTA1973473

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 #: 001291825

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":
1236 Highway 277, 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 #: 001291825

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

Name of Lienholder

Name of Lienholder

Address:

Address:

Original Principal
Amount Secured: \$

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 #: 001291825

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.


JAN MARIE THOMPSON

OCT 28 2022 (Seal)
DATE

State of ALABAMA)
County of SHELBY)

On this 28th day of October, 2022, I, Stephanie L. Dunlap, a
Notary Public in and for said county and in said state, hereby certify that JAN MARIE
THOMPSON, 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 28th day of October, 2022.




Notary Public

My Commission Expires: _____

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 #: 001291825

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 Pacific Mortgage Corporation, a California Corporation

Lender

By: Authorized Signature

STATE OF:

California

COUNTY OF:

Placer

} SS.:

On the 28th day of October in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared

Steven Summerlot

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.

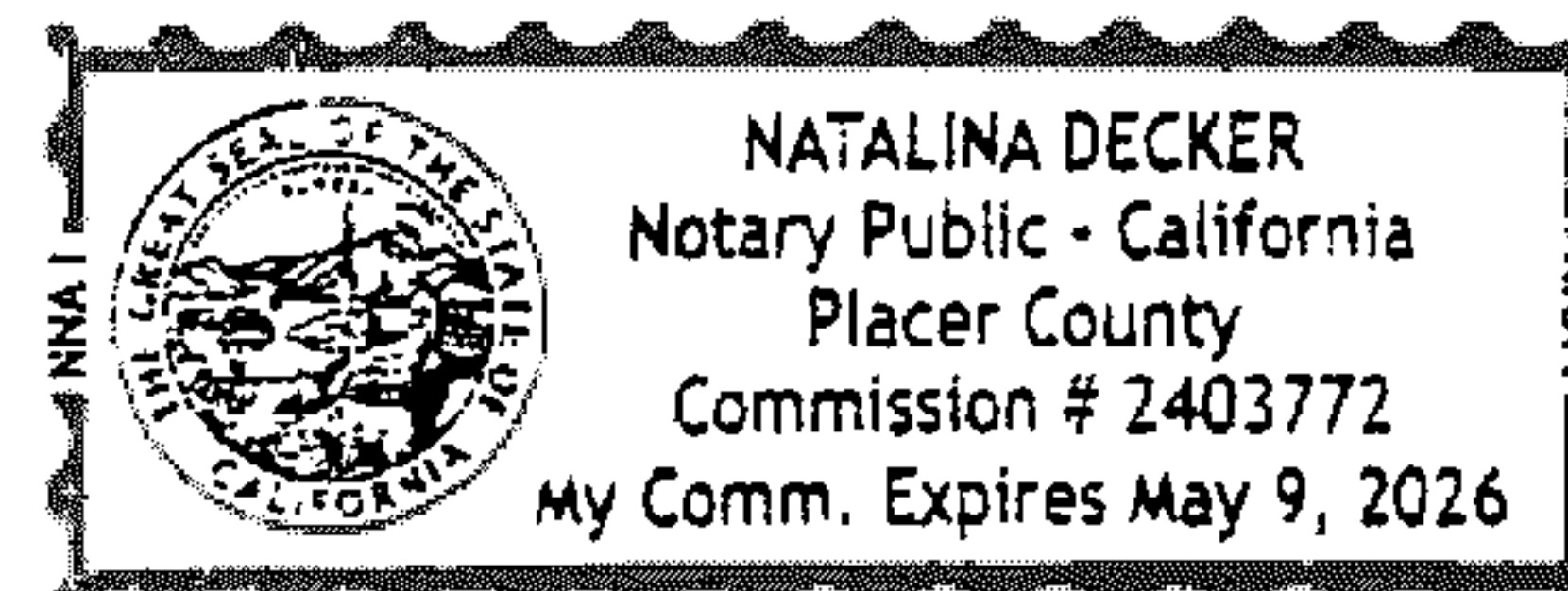
N. Decker

Notary Signature

Natalina Decker

Notary Printed Name

Official Seal:



Notary Public; State of
Qualified in the County of
My Commission expires: 05/09/2026

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

PARCEL 1

Part of the Southwest Quarter of the Southeast Quarter of Section 27, Township 20 South, Range 4 West, in Shelby County, Alabama and being more particularly described as follows:

COMMENCE at the Southwest corner of said Southwest Quarter of the Southeast Quarter; thence run easterly and along the South line of said Southwest Quarter of the Southeast Quarter of said Section 27 for a distance of 221.12 feet to an iron pipe found; thence with a deflection angle of 89 degrees 38 minutes 14 seconds to the left run in a Northerly direction for a distance of 444.73 feet to an iron pipe found; thence with a deflection angle of 00 degrees 04 minutes 32 seconds to the left run in a Northerly direction for a distance of 166.91 feet to a capped rebar found said point being on the South right of way margin of Highway 277; thence with a deflection angle of 00 degrees 05 minutes 16 seconds to the right run in a Northerly direction for a distance of 44.58 feet to a calculated point, said point being on the North right of way margin of county road No. 277, said point being the POINT OF BEGINNING of Parcel 3 herein described; thence continue on said course and run in a Northerly direction for a distance of 233.16 feet to a capped rebar set; thence with an interior angle of 90 degrees 28 minutes 32 seconds to the left, run in an Easterly direction for a distance of 221.32 feet to an iron pipe found; thence with an interior angle of 89 degrees 33 minutes 17 seconds to the left, run in a Southerly direction for a distance of 162.36 feet to a calculated point on the north right of way margin of County Road No. 277; thence with an interior angle of 107 degrees 06 minutes 24 seconds to the left, run in a Southwesterly direction and along said margin for a distance of 171.60 feet to a calculated point at the point of curvature, said curve being a curve to the left and having a radius of 452.84 feet; thence with an interior angle of 183 degrees 53 minutes 41 seconds to the left to the chord, run in a southwesterly direction and along said margin for a chord distance of 61.52 feet to the POINT OF BEGINNING of the parcel herein described; thus making a closing interior angle of 68 degrees 58 minutes 06 seconds.

According to that certain survey by Kevin Douglas Hinkle, PLS Alabama License No. 24024 dated May 6, 2015.

PARCEL 2

Part of the Southwest Quarter of the Southeast Quarter of Section 27, Township 20 South, Range 4 West, in Shelby County, Alabama and being more particularly described as follows:

COMMENCE at the Southwest corner of said Southwest Quarter of the Southeast Quarter; thence run easterly and along the South line of said Southwest Quarter of the Southeast Quarter of said Section 27 for a distance of 221.12 feet to an iron pipe found; thence with a deflection angle of 89 degrees 38 minutes 14 seconds to the left run in a Northerly direction for a distance of 444.73 feet to an iron pipe found; thence with a deflection angle of 00 degrees 04 minutes 32

seconds to the left run in a Northerly direction for a distance of 166.91 feet to a capped rebar found said point being on the South right of way margin of Highway 277; thence with a deflection angle of 00 degrees 05 minutes 16 seconds to the right run in @ Northerly direction for a distance of 44.58 feet to a calculated point, thence continue in a Northerly direction and along the same course for a distance of 233.66 feet to a capped rebar set at the Southwest corner of the parcel of land described at Deed Book 349, Page 532 and recorded in the Office of the Judge of Probate for Shelby County, Alabama, said point being the POINT OF BEGINNING of Parcel 4 herein described; thence with a deflection angle of 00 degrees 03 minutes 12 seconds to the left run in a Northerly direction for a distance of 173.27 feet to an iron pipe found on the curving East right of way margin of Southerm Railroad, said curve being a curve to the left and having a radius of 3060.72 feet; thence with an interfor angle of 161 degrees 21 minutes 59 seconds to the left to the chord, run in a northeasterly direction and along said margin for a chord distance of 287.37 feet to a capped rebar set; thence with an interior angle of 108 degrees 58 minutes 30 seconds to the left, run in an easterly direction for a distance of 129.70 feet to an iron pipe found; thence with an interior angle of 89 degrees 37 minutes 58 seconds to the left, run in a Southerly direction for a distance of 444.72 feet to an iron pipe found; thence with an interior angle of 90 degrees 26 minutes 53 seconds to the left, run in a westerly direction for a distance of 221.32 feet to the POINT OF BEGINNING of the parcel herein described; thus making a closing interior angle of 89 degrees 34 minutes 40 seconds.

According to that certain survey by Kevin Douglas Hinkle, PLS Alabama License No. 24024 dated May 5, 2015.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/01/2022 12:04:17 PM
\$40.00 JOANN
20221101000409620

Allen S. Bayl