

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

This Instrument Prepared by:
Paul B Bruha
FINAL DOCS N9408-041
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]:

Marlon L. Keller, husband and wife, April Keller, as joint tenants, with right of survivorship

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:	2009
Manufacturer's Name:	Southern Estates
Model Name or Model Number:	Estates EXX337
Length x Width:	75 x 30
Serial Number:	DESAL4867A DESAL4867B

- The Home was built in compliance with the federal Manufactured Home Construction and Safety Standards Act.
- 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.
- The Home is or will be located at the following "Property Address": 280 Keller DR, Vincent, AL 35178-6466
- The legal description of the Property Address ("Land") is: SEE ATTACHED LEGAL DESCRIPTION
- 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.
- The Home is 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.
- The Home shall be assessed and taxed as an improvement to the Land.
- 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) 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 Instructions for completion instructions]:

- 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.

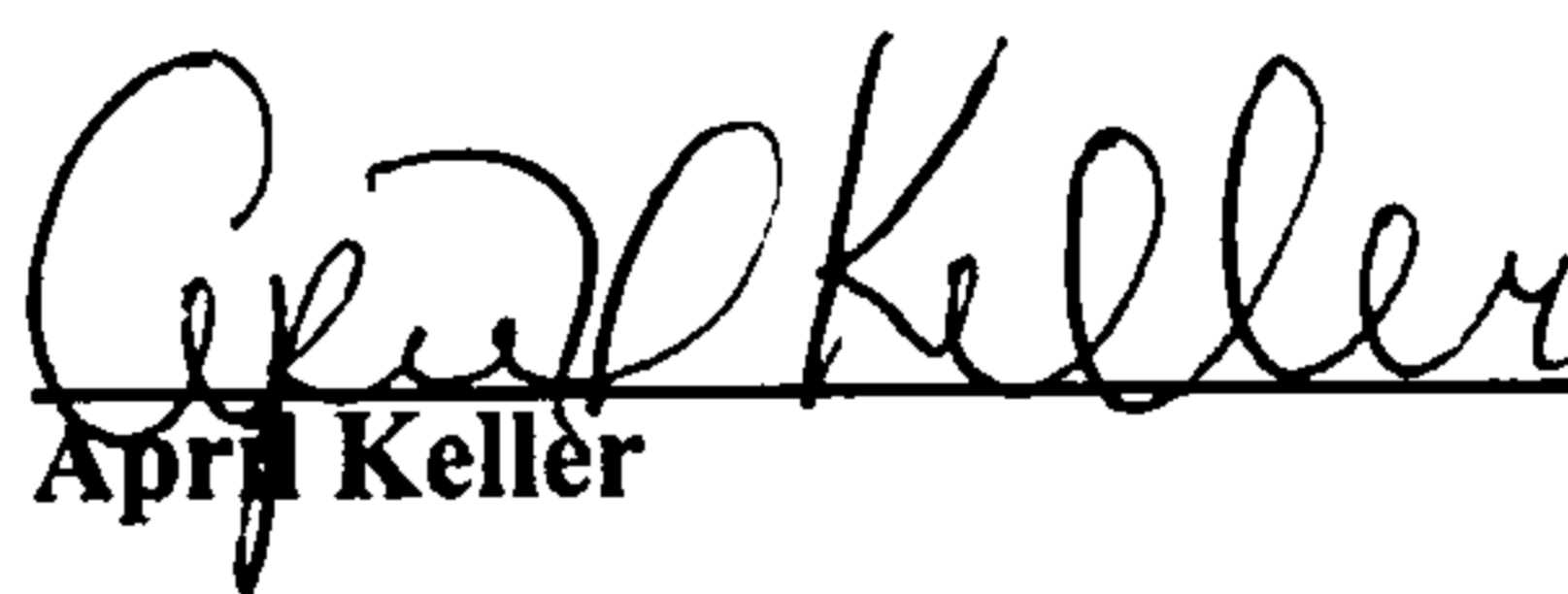
IN WITNESS WHEREOF, Homeowner(s) has executed this Affidavit in my presence and in the presence of the undersigned witnesses on this 4th day of May, 2024.

Borrower



Marlon Keller

05/24/24
Date
Seal


April Keller

5/4/24
Date
Seal



Acknowledgment

State of Alabama

County of

Shelby

I, Emmanuel A. Reese, a notary public, hereby certify that

Marlon L. Keller and April Keller

whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on 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 May 4, 2024.

Emmanuel A. Reese

Notary Public

My commission expires:

6/18/24

**Emmanuel A. Reese
Notary Public
Alabama State at Large
Comm. Exp. 06/18/24**



LEGAL DESCRIPTION

The following described property:

COMMENCING AT A REBAR FOUND IN A ROCK PILE, ACCEPTED AS BEING THE NE CORNER OF THE NW 1/4 OF THE SE 1/4 OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA; THENCE N 89 DEGREES 00 MINUTES 00 SECONDS W ALONG THE NORTH LINE OF SAID 1/4-1/4 SECTION, A DISTANCE OF 445.00'; THENCE S 1 DEGREES 00 MINUTES 00 SECONDS W, A DISTANCE OF 288.00' TO THE POINT OF BEGINNING; THENCE S 1 DEGREES 00 MINUTES 00 SECONDS W, A DISTANCE OF 462.00'; THENCE N 89 DEGREES 00 MINUTES 00 SECONDS W, A DISTANCE OF 250.00'; THENCE N 1 DEGREES 00 MINUTES 00 SECONDS E, A DISTANCE OF 50.00'; THENCE S 89 DEGREES 00 MINUTES 00 SECONDS E, A DISTANCE OF 100.00'; THENCE N 1 DEGREES 00 MINUTES 00 SECONDS E, A DISTANCE OF 412.00'; THENCE S 89 DEGREES 00 MINUTES 00 SECONDS E, A DISTANCE OF 150.00' TO THE POINT OF BEGINNING; SAID DESCRIBED TRACT CONTAINING 1.71 ACRES MORE OR LESS.

ALSO: A 2009, 32 X 80 (76 WITHOUT HITCH), SOUTHERN ESTATES (PALMER), MODEL# EXX-337; CLAY IN COLOR; MANUFACTURED HOME, COMPRISED OF TWO SECTIONS, AND BEARING THE SERIAL NUMBERS DESAL4867A & DESAL4867B IS PERMANENTLY AFFIXED TO THE REAL PROPERTY HEREINABOVE DESCRIBED AND IS CONSIDERED A PART THEREOF.

SOURCE OF TITLE: DEED INSTRUMENT # 20091222000467270

Assessor's Parcel No: 05 8 28 0 000 011.000



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/24/2024 08:26:13 AM
\$31.00 BRITTANI
20240524000154550

Allie S. Bayl