

2007-014623

Klamath County, Oregon



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08/20/2007 10:26:17 AM

Fee: \$46.00

**MANUFACTURED HOME AFFIDAVIT OF AFFIXATION**

Record and Return ☒ by Mail ☐ by Pickup to:

Wells Fargo Home Mortgage Final Documents

1000 Blue Gentian Road MAC X9999-01M

Eagan, MN 55121

This Instrument Prepared By:

Tammy Miller / Yeshi A Lemma

Preparer's Name

2701 Ops processor

Preparer's Title

2701 Wells Fargo Way

Preparer's Address 1

Minneapolis, MN 55467

Preparer's Address 2

0056558513

Loan 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.

Marvin P. Larson

Sandra L. Larson

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

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

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

New 2005 Karsten Estate KE12 37 27235 66'8 x 54  
New/Used Year Manufacturer's Name Model Name or Model No. Manufacturer's Serial No. Length/Width

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":

35707 Highway 140 Beatty Klamath OR 97621  
Street or Route City County State Zip Code

5. The legal description of the Property Address ("Land") is typed below or please see attached legal description:

See Attached Exhibit A

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 ☐ 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.

8. The Home shall be assessed and taxed as an improvement to the Land.

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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:
- (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, towbar or hitch were removed when the Home was, 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:
- ☐ 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.
  - MSH* ☒ The ☒ manufacturer's certificate of origin ☐ 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.

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IN WITNESS WHEREOF, Homeowner(s) has executed this Affidavit in my presence and in the presence of the undersigned witnesses on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Marvin P. Larson (SEAL)  
Homeowner #1

\_\_\_\_\_  
Witness

Marvin P. Larson  
Printed Name

Sandra L. Larson (SEAL)  
Homeowner #2

\_\_\_\_\_  
Witness

Sandra L. Larson  
Printed Name

\_\_\_\_\_  
Homeowner #3

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

STATE OF Oregon )

) ss.:

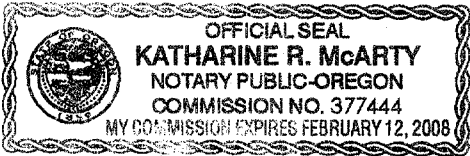
COUNTY OF washington )

On the 28 day of July in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared Marvin P. Larson & Sandra L. Larson, 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.

Katharine R. Mcarty  
Notary Signature  
Katharine R. Mcarty  
Notary Printed Name

Notary Public; State of Oregon  
Qualified in the County of washington  
My commission expires: Feb 12 2008

Official Seal:



**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.

**Lender's Statement of Intent:**

The undersigned ("Lender") intends that the Home be an immoveable fixture and a permanent improvement to the Land.

Wells Fargo Bank N.A.

Lender

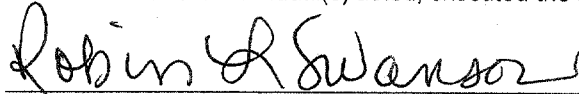
By:   
Authorized Signature Marvin Weidner

STATE OF Minnesota )

) ss.:

COUNTY OF Dakota )

On the 1<sup>st</sup> day of August in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared Marvin Weidner, Vice President Loan Documentation, Wells Fargo Bank, N.A. 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

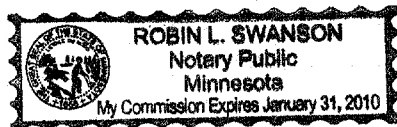
Robin L Swanson  
Notary Printed Name

Notary Public; State of Minnesota

Qualified in the County of Scott

My commission expires: 1-31-2010

Official Seal:



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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All those portions of the SW1/4 NW1/4 and Government Lot 4, Section 1, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, lying Northerly of the Klamath Falls-Lakeview Highway and Southerly of an existing fence line described as follows:

Beginning at a point on the West line of Section 1, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, from which point the brass cap monument marking the one quarter section corner common to Sections 1 and 2 bears South 0 degrees 36' 50" West 803.38 feet distant; thence North 48 degrees 20' 25" East 55.82 feet to an existing fence corner; thence Northeasterly along an existing fence North 48 degrees 20' 25" East 206.00 feet; North 49 degrees 02' 55" East 385.54 feet; North 48 degrees 36' 45" East 201.93 feet; North 42 degrees 53' 15" East 159.43 feet; North 43 degrees 50' 00" East 210.37 feet; North 44 degrees 37' 05" East 228.78 feet; North 45 degrees 21' 20" East 222.86 feet; and North 48 degrees 37' 00" East 121.95 feet to an existing fence corner from which a 1 1/2 inch pipe marking the North one quarter section corner of said Section 1 bears North 64 degrees 42' 40" East 1516.71 feet distant.

EXCEPTING any portion thereof within the SW1/4 NW1/4 NW1/4 of said Section 1.

Tax Account No.: 3711-00100-00401-000  
Tax Account No.: 3711-00100-00500-000

Key No.: 836910  
Key No.: 381633