

MT080615

2007-019169  
Klamath County, Oregon



11/08/2007 03:19:43 PM

Fee: \$71.00

Record and Return ☒ by Mail ☐ by Pickup to:

National City Bank

PO Box 8800

Dayton, OH 45401-8800

This Instrument Prepared By:

Preparer's Name

JAMIE U-REN

Preparer's Title

5331 SW Macadam Ave #273

Preparer's Address 1

Portland, OR 97239

Preparer's Address 2

**MANUFACTURED HOME AFFIDAVIT OF AFFIXATION**

**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.

Page 1 of 5

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Affidavit of Affixation doc 052207.doc

Rev. 03/20/07

7/1/AMT

MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

MARTIN STOCKTON CYNTHIA STOCKTON

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

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

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

<b>USED</b>	<b>1996</b>	<b>FLEETWOOD</b>	<b>4464B</b>
New/Used	Year	Manufacturer's Name	Model Name or Model No.
<b>ORFLT48A&amp;B22978BS13</b>		<b>66 27</b>	
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,":

<b>441 BONNER LN</b>	<b>CRESCENT</b>	<b>Klamath</b>	<b>Oregon</b>	<b>97733</b>
Street or Route	City	County	State	Zip Code

5. The legal description of the Property Address ("Land,") is:

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.

**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.

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.
  - ☒ 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. The Homeowner designates the following person to record this Affidavit in the real property records of the jurisdiction where the Home is to be located and upon its recording it shall be returned by the recording officer to same:
- Name: **AMERITITLE**
- Address: **SUNRIVER VILLAGE MALL BLDG 7**
14. This Affidavit is executed by Homeowner(s) 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.

IN WITNESS WHEREOF, Homeowner(s) has executed this Affidavit in my presence and in the presence of the undersigned witnesses on this 6<sup>th</sup> day of November, 2007.

Martin Stockton (SEAL)  
Homeowner #1

MARTIN STOCKTON  
Printed Name  
Cynthia Stockton (SEAL)  
Homeowner #2

CYNTHIA STOCKTON  
Printed Name

Laurel Inda  
Witness  
Laurel Inda  
Printed Name  
Laurel Inda  
Witness  
Laurel Inda  
Printed Name

STATE OF OREGON )  
COUNTY OF Deschutes ) ss.:

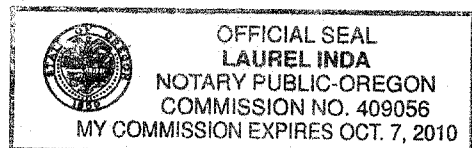
On the 6<sup>th</sup> day of November in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared

MARTIN STOCKTON CYNTHIA STOCKTON

, 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.

Laurel Inda  
Notary Signature  
Laurel Inda  
Notary Printed Name

Notary Public; State of OREGON  
Qualified in the County of Deschutes  
My commission expires: 10/7/10  
Official Seal:

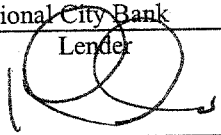


**ATTENTION COUNTY CLERK:** This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

**Lender's Statement of Intent:**

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

National City Bank  
Lender

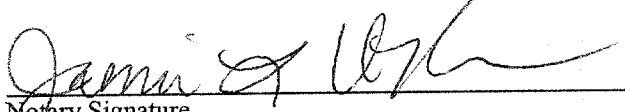
By:   
Authorized Signature

STATE OF Oregon )  
 ) ss.:  
COUNTY OF Multnomah )

On the 5<sup>th</sup> day of NOVEMBER in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared

MICHELLE LOMBARD

, 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

JAMIE L U-REN

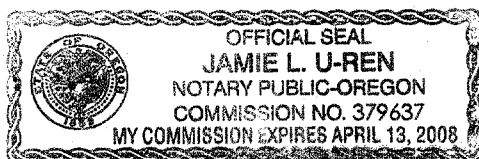
Notary Printed Name

Notary Public; State of Oregon

Qualified in the County of Multnomah

My commission expires: 4/13/08

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.

Page 5 of 5

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Affidavit of Affixation doc 052207.doc

Rev. 03/20/07

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

A parcel of land situated in the SE 1/4 of the SW 1/4 of Section 30, Township 24 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point which is North 39° 40' East 209 feet from a point which is South 39° 40' West, 290 feet and South 50° 20' East 499 feet from the intersection of the South line of Crescent, Oregon and the Easterly line of Main Street of Crescent, Oregon, thence North 50° 20' West 199 feet; thence North 39° 40' East to a point on said line which is 60 feet Southerly on said line of the intersection of said line and the North Line of said SE 1/4 SW 1/4; thence Southerly and parallel to the East line of said SE 1/4 SW 1/4 a distance of 139 feet to a point; thence Easterly and parallel to the North line of said SE 1/4 SW 1/4, a distance of 30 feet to a point; thence Southerly and parallel to the East line of said SE 1/4 SW 1/4, a distance of 200 feet to a point; thence North 50° 20' West a distance of 32 feet more or less to the point of beginning.

Date \_\_\_\_\_, 20\_\_\_\_

Place of Recording

Record and Return ☒ by Mail ☐ by Pickup to:

**National City Bank**

Name

**PO Box 8800**

Address 1

**Dayton, OH 45401-8800**

Address 2

Tax Parcel No. \_\_\_\_\_

Legal Description is at page 3

Lot                      Block      Plat or Section

Township      Range      Quarter/Quarter Section

This Instrument Prepared By:

**JAMIE U-REN**

Preparer's Name

**Closer/Funder**

Preparer's Title

**5331 SW Macadam Ave #273**

Preparer's Address 1

**Portland, OR 97239**

Preparer's Address 2

**503-952-5580**

Preparer's Telephone Number

Preparer's Signature

**National City Bank**

Lender's Name

**5331 SW Macadam Ave #273**

Lender's Address 1

**Portland, OR 97239**

Lender's Address 2

**MARTIN & CYNTHIA STOCKTON**

Borrower's Name

**441 BONNER LANE**

Borrower's Address 1

**CRESCENT, OR 97733**

Borrower's Address 2

**REAL PROPERTY AND MANUFACTURED HOME LIMITED  
POWER OF ATTORNEY**

(To execute or release title, mortgage or deed of trust, security filing, transfer of equity and insurance documents and proceeds.)

The undersigned borrower(s), whether one or more, each referred to below as "I, or "me,,  
residing at:

137 127 MAIN ST

Street Address

CRESCENT, Oregon 97733 ("Present Address,,).  
City State Zip County

I am the Buyer/Owner of the following manufactured home (the "Manufactured Home,,):

USED 1996 FLEETWOOD  
New/Used Year Manufacturer's Name

4464B 66 27 ORFLT48A&B22978BS13  
Model Name/Model No. Length/Width Manufacturer's Serial No.

Permanently affixed to the real property located at 441 BONNER LN  
Street Address

CRESCENT, Oregon 97733 Klamath ("Property Address,,)  
City State Zip County

and as more particularly described on Exhibit A attached hereto (the "Real Property,,). I do hereby irrevocably make, constitute, appoint and authorize with full powers of substitution,

National City Mortgage a division of

National City Bank

("Lender,,), its successors, assigns or designees as my agent and attorney-in-fact, in my name, place and stead in any way which I could do, if I were personally present, with full power of substitution and delegation, (1) to complete, execute and deliver, in my name or Lender's name, any and all forms, certificates, assignments, designations, releases or other documentation as may be necessary or proper to implement the terms and provisions of the Security Instrument dated 11/05/2007 executed by me in favor of Lender, (2) to complete, execute and deliver, in my name or in Lender's name, any and all forms, certificates, assignments, designations, releases or other documentation as may be necessary or proper to make application for and obtain the certificate of title for the Manufactured Home and to have Lender (or its designee) designated as

lienholder on the certificate of title for the Manufactured Home, (3) to complete, execute and deliver in my name or Lender's name, any and all forms, certificates, assignments, designations, releases or other documentation as may be necessary or proper to have the Manufactured Home treated as real estate for any and all purposes under state law, including but not limited to the surrender of any certificate of title, any election to treat the Manufactured Home as real estate for tax purposes or to meet any other requirements in order for the loan/financing secured by the Manufactured Home and the Real Property to be eligible for sale on the Federal National Mortgage Association ("Fannie Mae,,"), the Federal Home Loan Mortgage Association ("Freddie Mac,") or any other secondary market purchaser, (4) to receive, complete, execute or endorse, and deliver in my name or Lender's name any and all claim forms, agreements, assignments, releases, checks, drafts or other instruments and vehicles for the payment of money, relating to any insurance covering the Manufactured Home, the indebtedness secured by the Manufactured Home or the Real Property, and (5) to complete, sign and file, without my signature, such financing and continuation statements, amendments, and supplements thereto, mortgages, deeds of trust and other documents, including releases of these items, which I may from time to time deem necessary to perfect, preserve and protect Lender's security interest in the Manufactured Home, the Property and any other property sold with it. I acknowledge that at the time this Power of Attorney and my Security Instrument and any of the forms, certificates, assignments, designations, releases or other documentation are prepared, the serial number of the Manufactured Home may not be available or may be inaccurate. The Manufactured Home may be a factory order in the process of being constructed. Immediately, upon Lender's receipt of the serial number, I understand and agree that the above items may be completed and/or corrected by Lender to properly disclose all the applicable home identifications, including the serial number. I understand that I will be provided with a copy of any corrected agreement.

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument. I have given this Limited Power of Attorney in connection with a loan/financing to be given by Lender and to induce Lender to make the financing available. It is coupled with an interest in the transaction and is irrevocable. This Limited Power of Attorney shall not be affected by my (our) subsequent incapacity, disability, or incompetence. I do further grant unto Lender full authority and power to do and perform any and all acts necessary or incident to the execution of the powers herein expressly granted, as fully as I might or could do if personally present.

WITNESS my hand and seal this 6th day of November, 2007

Martin Stockton (Seal)  
Borrower

MARTIN STOCKTON  
Printed Name

Laurel Inda (Seal)  
Witness

Laurel Inda  
Printed Name

Cynthia Stockton (Seal)  
Borrower

CYNTHIA STOCKTON  
Printed Name

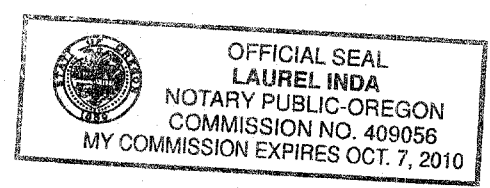
Laurel Inda (Seal)  
Witness

Laurel Inda  
Printed Name

STATE OF Oregon  
COUNTY OF Deschutes ss.:  
~~Klamath~~

On the 6th day of November in the year 2007 before me,  
the undersigned, a Notary Public in and for said State, personally appeared  
Martin Stockton and Cynthia Stockton  
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.

Laurel Inda  
Notary Signature  
Laurel Inda  
Notary Printed Name



Notary Public; State of Oregon  
Qualified in the County of Deschutes  
My commission expires: 10/7/10  
Official Seal:

**EXHIBIT A**

**PROPERTY DESCRIPTION**

**Property Description Prepared By:**

JAMIE U-REN

Preparer's Name

5331 SW Macadam Ave #273

Preparer's Address 1

Portland, OR 97239

Preparer's Address 2

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