

2008-011817

Klamath County, Oregon



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08/20/2008 03:34:28 PM

Fee: \$46.00

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MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

Record and Return to:  
GUARANTY BANK, F.S.B.  
P.O. Box 245022  
Milwaukee, WI 53224, Attn: Doc Control Dept.

This Instrument Prepared By:  
Colleen L. Winkley  
Preparer's Name

Closer  
Preparer's Title

6950 SW Hampton, #200  
Street Address

Tigard, OR 97223  
City, State Zip

12081550  
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.

F46-

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

William D Cushman, Maibritt C Cushman

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

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

Used	1993	Redman	Shadowridge	55.3 x27.6
New/Used	Year	Manufacturer's Name	Model Name or Model No.	Length/Width
Used	1993	Redman	Shadowridge	55.3 x27.6
Serial No.	Serial No.	Serial No.	Serial No.	Serial No.

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"

3738 Bisbee St	Klamath Falls	Klamath	OR 97603
Street or Route	City	County	State ZipCode

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

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 Homeowners 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 interest 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 or 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.
  - ☒ *UC HC* The manufacturer's certificate of origin and/or certificate of title to the Home ~~shall be~~ has been eliminated as required by applicable law. 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 18th day of August, 2008.

W. H. D. A. S. L. (SEAL)

Borrower #1

Witness

William D Cushman

Printed Name

Naibitt C Cushman (SEAL)

Borrower #2

Witness

Maibritt C Cushman

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

\_\_\_\_\_(SEAL)

Borrower #3

**Witness**

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

\_\_\_\_\_(SEAL)

Bogtower #4

**Witness**

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

STATE OF OREGON

COUNTY OF Klamath )SS.:

On the 18th 20<sup>th</sup> day of August in the year 2008 before me, the undersigned, a  
Notary Public in and for said State, personally appeared  
William D Cushman, Maibritt C Cushman

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

Notary Printed Name

Notary Public; State of

Qualified in the County of

My commission expires:

Official Seal:



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**Lender's Statement of Intent:**

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

GB Mortgage, LLC

Lender

By: Tanya Lee  
Authorized Signature

STATE OF Oregon,  
COUNTY OF Washington ) ss.:

On the 18th day of August in the year 2008 before me,  
the undersigned, a Notary Public in and for said State, personally appeared

Tanya Lee,  
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.

Colleen Winkley  
Notary Signature

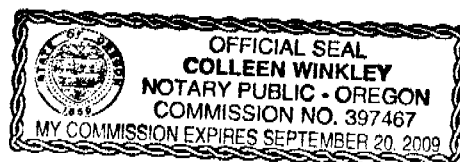
Colleen Winkley  
Notary Printed Name

Notary Public; State of Oregon

Qualified in the County of Washington

My commission expires: 9-20-09

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.

**EXHIBIT A**

LEGAL DESCRIPTION:

LOT 12 IN BLOCK 7 OF ALTAMONT ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

SAVING AND EXCEPTING COMMENCING AT THE N.W. CORNER OF LOT 12 IN BLOCK 7 OF ALTAMONT ACRES; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 12 BLOCK 7 ALTAMONT ACRES A DISTANCE OF 141.8 FEET; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 12, BLOCK 7 ALTAMONT ACRES DISTANCE OF 186 FEET; THENCE NORTHERLY PARALLEL TO THE WESTERLY LINE OF SAID LOT 12 BLOCK 7 ALTAMONT ACRES A DISTANCE OF 91.8 FEET; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF LOT 12 BLOCK 7 ALTAMONT ACRES A DISTANCE OF 93 FEET; THENCE NORTHERLY PARALLEL TO THE WESTERLY LINE OF LOT 12 BLOCK 7 ALTAMONT ACRES A DISTANCE OF 50 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOT 12 BLOCK 7 ALTAMONT ACRES A DISTANCE OF 93 FEET TO THE POINT OF BEGINNING.

ALSO SAVING AND EXCEPTING ANY PORTION LYING WITHIN THE RIGHT OF WAY BISBEE STREET.