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2009-000969

Klamath County, Oregon



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01/28/2009 09:02:17 AM

Fee: \$41.00

WHEN RECORDED, RETURN TO:  
EQUITY LOAN SERVICES, INC.  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING - TEAM 1  
Accommodation Recording Per Client Request

## MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

Record and Return ☒ by Mail ☐ by Pickup to:

WFHM FINAL DOCS X9999-01M

1000 BLUE GENTIAN ROAD

EAGAN, MN 55121

STATE OF )  
 ) ss.:  
COUNTY OF )

BEFORE ME, the undersigned notary public, on this day personally appeared

JUDY C. THOMAS, A MARRIED PERSON

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

known to me to be the person(s) whose name(s) is/are subscribed below (each a "Homeowner"), and who, being by me first duly sworn, did each on his or her oath state as follows:

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

USED	1995	Karsten	Karsten
New/Used	Year	Manufacturer's Name	Model Name
	60	27	KCCA01-K50072
Model No.	Length X	Width	Manufacturer's Serial No.
KCCA01-K50072			
Manufacturer's Serial No.	Manufacturer's Serial No.	Manufacturer's Serial No.	

2. The Home was built in compliance with the federal Manufactured Home Construction and Safety Standards Act.

**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.

*JCT*



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":

44341 COWBOY HILL LANE, CHILOQUIN, KLAMATH, OR 97624

Street or Route, City, County, State Zip Code

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

SEE 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.

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, 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.

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*QCI*

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: WFHM FINAL DOCS X9999-01M

Address: 1000 BLUE GENTIAN ROAD, EAGAN, MN 55121

14. 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Judy C. Thomas  
Homeowner #1 (SEAL)  
JUDY C. THOMAS

\_\_\_\_\_  
Witness

Judy C Thomas  
Printed Name

\_\_\_\_\_  
Homeowner #2 (SEAL)

\_\_\_\_\_  
Witness

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

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Homeowner #3 (SEAL)

Witness

Printed Name

Homeowner #4 (SEAL)

Witness

Printed Name

STATE OF OREGON )  
COUNTY OF KLAMATH ) ss.:

On the 15th day of JANUARY in the year 2009  
before me, the undersigned, a Notary Public in and for said State, personally appeared

JUDY C. THOMAS  
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.

Jo Ann R. Siebecke  
Notary Signature

Notary Public, State of OREGON

My Commission expires: 07-06-2009

Official Seal:

JO ANN R. SIEBECKE  
Notary Printed Name

Qualified in the County of KLAMATH



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**Exhibit "A"**

Real property in the County of Klamath, State of Oregon, described as follows:

A PARCEL OF LAND SITUATED IN SECTION 14, TOWNSHIP 34 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF KLAMATH, STATE OF OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON PIN FROM WHICH THE SOUTHWEST CORNER OF THE NE 1/4 NW 1/4 OF SAID SECTION 14 BEARS THE FOLLOWING TWO BEARINGS AND DISTANCES: SOUTH 89° 35' 57" WEST 1100.03 FEET, NORTH 00° 10' 16" EAST 409.98 FEET; THENCE FROM SAID POINT OF BEGINNING NORTH 89° 43' 16" EAST 1105.65 FEET TO A 5/8" IRON PIN; THENCE SOUTH 788.80 FEET 5/8" IRON PIN; THENCE SOUTH 89° 35' 57" WEST 1105.66 FEET TO A 5/8" IRON PIN; THENCE NORTH 791.15 FEET TO THE POINT OF BEGINNING.

NOTE: This legal description was created prior to January 1, 2008.

Tax Parcel Number: R631301 and R190741

 THOMAS  
39795238

OR

FIRST AMERICAN ELS-  
AFFIDAVIT

