

2009-001124

Klamath County, Oregon



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01/30/2009 11:27:57 AM

Fee: \$36.00

Record and Return to:

WELLS FARGO BANK, N.A.
 FINAL DOCUMENTS X9999-01M
 1000 BLUE GENTIAN ROAD
 EAGAN, MN 55121-1663

15r 1322170

**MANUFACTURED HOME
 AFFIDAVIT OF AFFIXATION**

0179977632

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

CYNTHIA J DELMAS

known to me to be the person(s) whose name(s) is/are subscribed below (each as "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	1994	51 X 28	REDMAN
New/Used	Year	Length/Width	Manufacturer's Name
60U3BD/6OU3BD			11821040A
Model Name / Model No.			Serial No. 1
11821040B		11821040C	
Serial No. 2		Serial No. 3	Serial No. 4

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.

4. The Home is or will be located at the following "Property Address":

820 CYPRESS AVE, KLAMATH FALLS, OR 97601

(Property Address)

5. The legal description of the real property where the Home is or will be permanently affixed ("Land") is: line begins of is:

See Attached Legal Description

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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 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 Property Address. 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;
- (d) The Home is (i) permanently affixed to a foundation, (ii) has the characteristic of site-built housing, and (iii) is part of the Land; and
- (e) The Home is permanently connected to a septic tank or sewage system and other utilities such as electricity, water and natural gas.

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 applicant 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 of origin, duly endorsed to the Homeowner, is attached to this affidavit.

 The Home is not covered by a certificate of title. After diligent search and inquiry, the the Homeowner is unable to produce the original manufacturer's certificate of origin.


 B The 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 Affidavit executed by Homeowner(s) pursuant to applicable state law.

0179977632

IN WITNESS WHEREOF, Homeowner(s) has executed this Affidavit in my presence and in the presence of the undersigned witnesses on this 26 day of January, 2009.


CYNTHIA J DELMAS

Witness

Witness

STATE OF Oregon,
COUNTY OF Clatsop ss.:

On the 26 day of January, in the year 2009 before me, the undersigned, a Notary Public in and for said State, personally appeared Cynthia J. Delmas,

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

Dori Crain
Notary Printed Name

Notary Public; State of Oregon
Qualified in the County of Clatsop
My commission expires Nov 7, 2009



EXHIBIT A

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

LOTS 1 AND 2 IN BLOCK 9 OF RIVERSIDE ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.