

NOTE 891075-MS

2011-003472
Klamath County, Oregon



03/11/2011 11:25:24 AM

Fee: \$52.00

AFTER RECORDING, RETURN TO:
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Sterling Savings Bank
PO BOX 5010
LYNNWOOD, WA 98046

Space above this line for recording data

MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

This instrument prepared by Sterling Savings Bank
Loan Number: 214382

Cathy Duarte

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

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

Used	2004	Palm Harbor	N5W360T7	PH20-6766ABC	60 x 45
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':
727 Mitchell Rd, Dairy OR 97625

5. The Legal Description of the property address ("land") is typed below or attached:

See attached legal description

Tax Account Number: 3811-v3000-00301-000

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 X 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:

- All permits required by governmental authorities have been obtained;
- The foundation system for the home was designed by an engineer to meet the soil conditions of the land. All foundations are construction in accordance with applicable state and local building codes, and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty.
- The wheels, axles, towbar, or hitch were removed when the home was placed on the property address; and
- 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.

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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 intial 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 X manufacturer's certificate or origin _____ certificate of title to the home X shall be _____ has been eliminated are 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.

IN WITNESS WHEREOF, Homeowner(s) has executed this Affidavit in my presence and in the presence of the undersigned witnesses on this 4 day of March 2011

Cathy Duarte (Seal)
Homeowner 1

Witness

Cathy Duarte
Printed Name

Homeowner 2 (Seal)

Witness

Printed Name

Homeowner 3 (Seal)

Witness

Printed Name

STATE OF Oregon)
COUNTY OF Klamath) ss.;

On the 4 day of March in the year 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared

Cathy Duarte
personally known to me & 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.

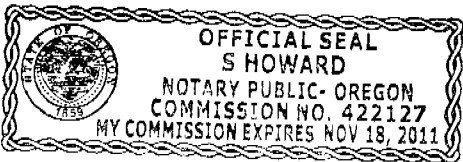
S Howard
Notary Signature

S Howard
Notary Printed Name

Notary Public: State of Oregon

Qualified in the County of Klamath

My commission expires: 11-18-11



Lender's Statement of Intent:

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

Sterling Savings Bank
Lender

By: _____

Authorized Signature

STATE OF Washington)
COUNTY OF Snohomish) ss.;

On the 9th day of March in the year 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared

Jeff Hall
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.

Alana T. Ferrie
Notary Signature

Alana T Ferrie
Notary Printed Name

Notary Public: State of Washington
Qualified in the County of Snohomish
My commission expires: 12/11/14

Official Seal:



LEGAL DESCRIPTION

"EXHIBIT A"

Parcel 3 of Land Partition 35-96, being a re-plat of Parcel No. 3 of Minor Land Partition No. 81-144, situated in the E1/2 SW1/4, and SW1/4 SE1/4 of Section 30 and in the NW1/4 NE1/4 of Section 31 in Township 38 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon.
