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## 2011-005527 Klamath County, Oregon

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## MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

This instrument prepared by Sterling Savings Bank Loan Number: 219114

Deborah A Criswell

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

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

USED	2001	Fuges	402	17963	26 x 44
New/Used	Year	Manufacturer's name	Model Name or Model No	Manufacturer's Serial No	Longth/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'. 8671 Harpold Rd, Klamuth Falls OR 97603
- 5. The Legal Description of the property address ("land") is typed below or attached

**SHEXAMERICAL** Legal Description: Government Lot 8 In Section 31, Township 39 South, Rangéell East of the Willamette Meridian, Klamath County, Oregon.

Together with an easement for ingress and egress and public utilities recorded June 9, 1999 in Volume M99 Page 22696, and Volume M99 Page 22697, Records of Klamath County, Oregon.

- 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 lesse 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:
  - 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 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.
  - c. The wheels, axies, 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 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 \_ shall be \_\_\_ X 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 29 day of April 2011 Witness Deborah A Criswell (Seal) Wines Printed Name Homeowner 3 Witness Printed Name COUNTY OF On the 39 day of Augustus Undersigned, a Notary Public in and for said State, personally appeared 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(ics), 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. Willen COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Notary Printed Name ANGELA McCLURE - NOTARY PUBLIC

Notary Public: State of

Qualified in the County My commission expires

West Chester Boro., Chester County MY COMMISSION EXPIRES NOV. 27, 2012

## 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

in the year 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared

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 Printed Name

Notary Public: State of

Official Seal:

OFFICIAL SEA RIKI BRICKEY NOTARY PUBLIC-OREGON
COMMISSION NO. 423639
MY COMMISSION EXPIRES NOV. 25, 2011