

2013-000684

Klamath County, Oregon

01/18/2013 11:05:01 AM

Fee: \$62.00

mtc 95807

THIS INSTRUMENT PREPARED BY:

LELA MYERS
TRUHOME SOLUTIONS, LLC
9777 RIDGE DRIVE
LENEXA, KS 66219

Title Order No.: 0095807

LOAN #: 2012018982

MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

STATE OF OREGON

COUNTY OF Klamath

This Manufactured Home Affidavit of Affixation is made this 14TH day of JANUARY, 2013 and is incorporated into and shall be deemed to supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" or "Homeowner") to secure Borrower's Note to TRUHOME SOLUTIONS, LLC JERI GIFFORD

("Lender").

Borrower and Lender state that it is their intent that the manufactured home be and remain permanently attached to and part of the real property, and that it be regarded as an immovable fixture thereto and not as personal property.

"Homeowner" being duly sworn, on his, her or their oath state(s) as follows:

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

New _____ Used x Year 2004 Length 30 Width 27

Manufacturer/Make Liberty Homes Inc.

Model Name or Model No. 282063-POD

Serial No. 09L-35250XUP

Serial No. _____

Serial No. _____

Serial No. _____

HUD Label Number(s) ORE461973, ORE461938, ORE461939

Certificate of Title 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.

Initials: JB

Online Documents, Inc.

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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 Homeowner is in receipt of manufacturer's recommended maintenance program regarding the carpets and manufacturer's warranties covering the heating/cooling system, hot water heater, range, etc.
5. The Home is or will be located at the following "Property Address":

9638 Canary Dr, Bonanza

Klamath, OR 97623

(Street or Route, City)
(County) (State, Zip Code)

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

Lots 1 and 2, Block 66, KLAMATH FALLS FOREST ESTATES HIGHWAY 66 UNIT, PLAT NO. 3, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

7. 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.
8. The Home is or 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.
9. The Home shall be assessed and taxed as an improvement to the Land. The Homeowner understands that if the Lender does not escrow for these taxes, that the Homeowner will be responsible for payment of such taxes.

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Initials: 



10. The Home is subject to the following security interests (each, a "Security Interest"):

| | |
|---|---|
| Name of Lienholder _____ | Name of Lienholder _____ |
| Address: _____ | Address: _____ |
| Original Principal Amount Secured: \$ _____ | Original Principal Amount Secured: \$ _____ |

11. 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) If piers are used for the Home, they will be placed where recommended by the Home manufacturer;
- (d) The wheels, axles, towbar or hitch were removed when the Home was placed on the Property Address; and
- (e) The Home is (i) Permanently Affixed to a foundation, (ii) has the characteristics of site-built housing, and (iii) is part of the Land.

12. 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.

13. 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.

14. The Homeowner hereby initials one of the following choices, as it applies to title to the Home:

- ☐ A. 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.
- ☐ B. 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.
- ☒ C. The manufacturer's certificate of origin and/or certificate of title to the Home ☐ shall be ☒ has been eliminated as required by applicable law.
- ☐ D. The Home shall be covered by a certificate of title.

15. This Affidavit is executed by Homeowner pursuant to applicable state law.

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Initials: AS
GMANARDU 1201



LOAN #: 2012018982

This Affidavit is executed by Homeowner(s) and Lienholder(s) pursuant to applicable state law and shall be recorded in the real property records in the county in which the real property and manufactured home are located.

Jeri Gifford *Jeri Gifford* 1-15-13
Date

Unofficial
Copy

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.



STATE OF OREGON

COUNTY OF Klamath

} ss.:

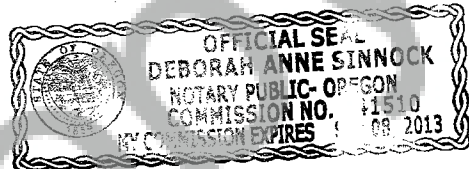
On the 15th day of JAN. 2 in the year 2013 before me,
the undersigned, a Notary Public in and for said State, personally appeared Jeri
Gifford

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.

Debbie Sinnock
Notary Signature

Official Seal:

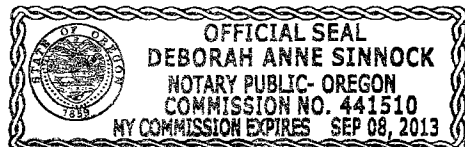
Debbie Sinnock
Notary Printed Name



Notary Public; State of OR
Qualified in the County of Klamath
My commission expires: 9-8-13

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.

Initials: SG



LOAN #: 2012018982

IN WITNESS WHEREOF, Lender, being duly sworn on oath, intends that the Home be and remain Permanently Affixed to the Land and that the Home be an immoveable fixture and not as personal property.

TRUHOME SOLUTIONS, LLC
Lender

Lela Myers
By: Authorized Signature

STATE OF ~~OREGON~~ KANSAS
COUNTY OF JOHNSON

} ss.:

On the 15th day of JANUARY in the year 2013 before me,
the undersigned, a Notary Public in and for said State, personally appeared
LELA MYERS

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.

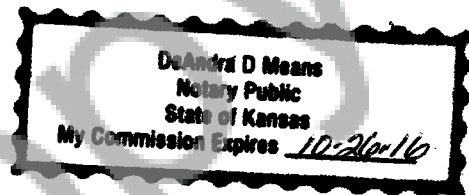
DeAndrea D. Means
Notary Signature

Official Seal:

DeAndrea D. MEANS
Notary Printed Name

Notary Public; State of
Qualified in the County of
My commission expires:

KANSAS
JOHNSON
10/26/2016



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.

Initials:

