

LOAN #: 13100172230

## MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

**LENDER INTENT ("Affidavit")**  
**MORTGAGE INVESTORS CORPORATION**

("Lender").

**FRANKLIN F TRAVIS AND KAREN M TRAVIS**

"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  1979  Length  40  Width  26 

Manufacturer/Make   GIBRALTER  

Model Name or Model No.   GIBRALTER  

Serial No.   94441  

Serial No. \_\_\_\_\_

Serial No. \_\_\_\_\_

Serial No. \_\_\_\_\_

HUD Label Number(s) \_\_\_\_\_

Certificate of Title Number \_\_\_\_\_

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.

**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.

**LOAN #: 13100172230**

5. The Home is or will be located at the following "Property Address":  
**149008 SNUFFY DR, La Pine**

**KLAMATH, OR 97739**

(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.

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".**

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.

**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.

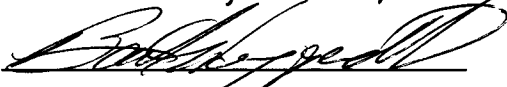
LOAN #: 13100172230

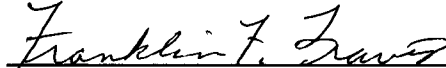
9. The Home shall be assessed and taxed as an improvement to the Land. The Homeowner understands that if the Lender does not escrow for these taxes, that the Homeowner will be responsible for payment of such taxes.
10. Homeowner agrees that as of today, or if the Home is not yet located at the Property 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.
11. 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.
12. 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.
13. 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.
14. This Affidavit is executed by Homeowner pursuant to applicable state law.

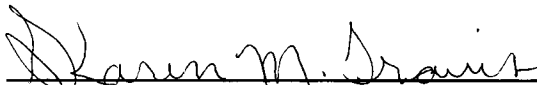
**ATTENTION COUNTY CLERK:** This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

LOAN #: 13100172230

IN WITNESS WHEREOF, Homeowner(s) has/have executed this Affidavit in my presence and in the presence of the undersigned witnesses, if applicable, on this 9TH day of MARCH, 2013.

  
\_\_\_\_\_  
Bas Weyandt

  
\_\_\_\_\_  
FRANKLIN F TRAVIS (SEAL)

  
\_\_\_\_\_  
KAREN M TRAVIS (SEAL)

**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.

LOAN #: 13100172230

STATE OF OREGON


COUNTY OF Klamath

} ss.:  
}

On the 9<sup>th</sup> day of March 2013 in the year \_\_\_\_\_ before me,  
the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

FRANKLIN F TRAVIS AND KAREN M TRAVIS

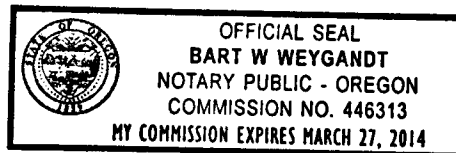
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

  
Notary Signature

Official Seal:

Bart Weygandt  
Notary Printed Name

Notary Public; State of Oregon  
Qualified in the County of Klamath  
My commission expires: 3/27/14



**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.

**EXHIBIT 'A'**



File No.: **46436646LA (mk)**

**LOT 1, IN BLOCK 21 OF THE THIRD ADDITION TO RIVER PINE ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.**

**TOGETHER WITH A MULTIWIDE MANUFACTURED HOME, which is permanently affixed and attached to the land and is part of the Real Property and which, by intention of the parties, shall constitute a part of the realty and shall pass with it:**

**Year/Make: 1979/GIBRALTER  
L X W: 40X26  
VIN #: 94441**

**A.P.N. R130913**

 **TRAVIS**  
**46436646**  
**FIRST AMERICAN ELS**  
**AFFIXATION AFFIDAVIT MAN. HOME**  


**OR**

*WHEN RECORDED, RETURN TO:  
FIRST AMERICAN MORTGAGE SERVICES  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING*