

2013-007290

Klamath County, Oregon



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06/26/2013 09:36:19 AM

Fee: \$62.00

MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

May 6, 2013

Date

Klamath County, OR

Place of Recording

Record and return to:

Wells Fargo Home Mortgage

Attn: Pang Houa Thao

2701 Wells Fargo Way

MAC: X9998-01L

Minneapolis, MN 55467

Legal Description:

Tax Parcel Number: _____

Legal Description at Page 6.

Lot	Block	Plat or Section
Township Range		Quarter / Quarter Section

Instrument Prepared By:

Pang Houa Thao

Loan Servicing Specialist

2701 Wells Fargo Way Minneapolis, MN 55467

651-605-7649

Preparer's Signature

Homeowner/Borrower Name(s):

Domenic J Catalano

Borrower #1

Borrower #3

Borrower #2

Borrower #4

ATTENTION COUNTY CLERK: This instrument covers good that 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.

Domenic J Catalano

[type the name of each Homeowner signing this Affidavit]

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

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

Used	1983	Fleetwood	Suncrest	56 x 24
New / Used	Year	Manufacturer's Name	Model Name or Number	Length / Width
ORFL2AD28482168	ORFL2BD28482168			
Serial Number	Serial Number	Serial Number	Serial 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 Home is or will be located at the following "Property Address":

14204 MeadowBrook Court	Klamath Falls	Klamath	OR	97601
Street or Route	City	County	State	Zip Code

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

See Attached

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 ☐ 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 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 placed on the Property Address; and
 - (d) The Home is (i) Permanently Affixed to a foundation, (ii) has the characteristics of sit-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 on 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 initial only one of the following, as it applies to the title to the Home:

[Closing Agent: please refer to the Manufactured Home and Land Supplemental Closing Instructions for completion instructions]

- ☐ 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 manufacturer's certificate of origin and/or 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. 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 the presence of the undersigned witnesses on this _____ day of _____, 20_____.

[Signature] (SEAL)

Borrower #1
Domenic J Catalano

Witness

(SEAL)

Borrower #2

Witness

(SEAL)

Borrower #3

Witness

(SEAL)

Borrower #4

Witness

STATE OF Oregon) ss.:

COUNTY OF Klamath)

On the 28 day of May in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared

Domenic J Catalano

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.

[Signature]
Notary Signature

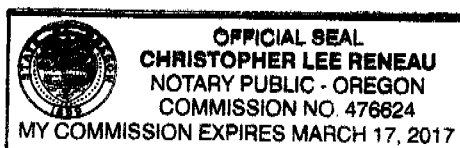
Christopher Reneau
Notary Printed Name

Notary Public; State of Oregon

Qualified in the County of Klamath

My commission expires: March 17, 2017

Official Seal:



Lender's Statement of Intent:

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

Wells Fargo Bank, N.A.

Lender

Witness :

Angela M. Morgan (SEAL)
By: Angela M. Morgan
Its: Vice President Loan Documentation

Witness :

STATE OF MINNESOTA)

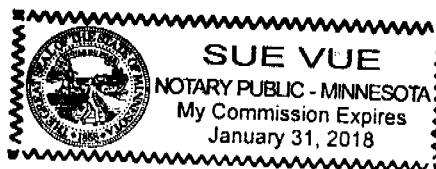
) ss.:

COUNTY OF DAKOTA)

On the 11 day of JUNE in the year 2013 before me, the Undersigned, a Notary Public in and for said State, personally appeared Angela M. Morgan, Vice President Loan Documentation, Wells Fargo Bank, N.A., 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

Sue Vue



Notary printed Name

Notary Public; State of: Minnesota

Qualified in the County of: DANBURY

My commission expires: 1/31/2018

Exhibit A

Lot 27 in Block 3 of Tract 1046, Round Lake Estates, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.