

2014-008423

Klamath County, Oregon

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**THIS INSTRUMENT PREPARED BY:**

This document was prepared by:

First Guaranty Mortgage Corporation

1900 Gallows Road, Suite 800

Tysons Corner, VA 22182

Borrower: Rachelle Pugh

LOAN #: 201014062635

**MANUFACTURED HOME AFFIDAVIT OF AFFIXATION**

STATE OF OR

COUNTY OF KLAMATH

This Manufactured Home Affidavit of Affixation is made this 11th day of August, 2014 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 **First Guaranty Mortgage Corporation, a Corporation**

("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 \_\_\_\_\_ Year 2011 Length 56 Width 27

Manufacturer/Make Skyline Limited K431-CT

Model Name or Model No. Skyline Limited K431-CT

Serial No. 8F91-0188-EBA

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

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

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

HUD Label Number(s) ORE 518069 and ORE 518070

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.

Ellie Mae, Inc.

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**LOAN #: 201014062635**

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":  
**5579 Summerfield Way, Klamath Falls**

**KLAMATH, OR 97603**

(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.
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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Ellie Mae, Inc.

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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.

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 #: 201014062635

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.

*Rachel Pugh*  
RACHELLE PUGH

8-11-14 (Seal)  
DATE

State of Oregon  
County of Klamath

This instrument was acknowledged before me on August 11, 2014 by  
RACHELLE PUGH.



*Meli Ann Trujillo*  
Signature of Notarial Officer  
Escrow Officer  
Title (and Rank)

My commission expires: November 17, 2017

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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.

First Guaranty Mortgage Corporation, a Corporation,

Lender

By: Authorized Signature

STATE OF ~~Oregon~~ IN

COUNTY OF ~~KLAMATH~~ ) ss.:  
Vanderburgh )

On the 11th day of August in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared

Heather Schwindel

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.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

that the

WITNESS my hand and official seal.

Katie McMahon

Notary Signature

Katie McMahon

Notary Printed Name

Notary Public; State of IN  
Qualified in the County of Vanderburgh  
My commission expires: 2/1/16

Official Seal:



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**EXHIBIT A**

**LEGAL DESCRIPTION:** Real property in the County of Klamath, State of Oregon, described as follows:

**Lots 53 and 54, Tract 1456-Summerfield Residential Community, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.**