Document 2008 1432

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INDX ANNO SCAN

LISA SMITH, COUNTY RECORDER MADISON TOWA

CHEK _

Drafted by and Return to:

Freedom Mortgage Corporation

Attn: Final Documents _ P.O. Box 6107, Indianapolis, IN 46206-6107

Tax Statements for the Real Property

described in this instrument should be sent to: Freedom Mortgage Corporation, 10500 Kincaid Drive, Fishers, IN 46038

MANUFACTURED HOME

AFFIDAVIT OF AFFIXATION

STATE OF Iowa COUNTY OF Madison) ss.:

BEFORE ME, the undersigned notary public, on this day personally appeared

John Robert McCuddin and Tina Janine McCuddin, Husband and Wife

known to me to be the person(s) whose name(s) is/are subscribed below (each a "Homeowner"), and who, being by me first duly sworn, did each on his or her oath state as follows:

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

Used 1999 Friendship Homes of Minnesota /American Classic /

MY9920522ABV 56.0' x 28.0'

New/Used Year Manufacturer's Name Model Name/ Model No. Manufacturer's Serial No. Length/Width

- 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.
- The Home is or will be located at the following "Property Address":

455 2nd Street

Truro

lowa

50257

Street or Route

County

Zip Code

The legal description of the real property where the Home is or will be permanently affixed ("Land") is:

See attached Legal Description

- 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.
- The Home [XX] 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.
- The Home shall be assessed and taxed as an improvement to the Land.
- 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 Property Address. 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, or will be, placed on the Property Address:
 - (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; and

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- (e) The Home is permanently connected to a septic tank or sewage system and other utilities such as electricity, water and natural gas.
- 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. The Home is subject to the following security interests (each, a "Security interest"):

Name of Lienholder: Freedom Mortgage Corporation

Address: 11095 Viking Drive, #330, Eden Prairie, MN 55344

Original Principal Amount Secured: \$147,682.00

Original Principal Amount Secured:

- 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 applicant that could reasonably affect the validity of the title of the Home or the existence or non-existence of security interests in it.
- 13. A release of lien from each of the lien holders identified in paragraph 11 of this Affidavit [XX]as been

[]shall be delivered to the commissioner of motor vehicles.

- 14. A Homeowner shall initial 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.
 - The Home is not covered by a certificate of title. After dlligent search and inquiry, the Homeowner is unable to produce the original manufacturer's certificate of origin.
 - [The Home is covered by a certificate of title issued on title number, which the Homeowner shall surrender.
 - The Home is covered by a certificate of title. After diligent search and inquiry, the Homeowner is unable to produce the original Certificate of Title.
- 15. The Homeowner designates the following person to record this Manufactured Home Affidavit of Affixation and upon its recording it shall be returned by the recording officer in the real property records where the home is to be located to same:

Name: Springer and Laughlin Law Offices

Address: 3115 Douglas Avenue, Des Moines, IA 50310

16. This Affidavit is executed by Homeowner(s) pursuant to applicable state law.



presence of the undersign	ner(s) has executed this Affidavit in my presence and in the ed witnesses on this Affidavit in my presence and in the ed witnesses on this Affidavit in my presence and in the
Al Robot Mc Coold	<u>) - </u>
John Robert McCuddin Married	
Printed Name	
455 2nd Street Frurey lowa_50257	
Dow AM Guddi	
Tina Janine McCuddin	
Married	
(
Printed Name	
455 2nd Street	·
Truro, lowa 50257	
:	
<u>:</u>	
:	
:	
S. C.	
ŠTATE OF: lowa	
;) ss.:
COUNTY OF: Madison	
The foregoing instrument was acl	knowledged before me this <u>35</u> day of <u>M(Wih)</u> , cCuddin and Tina Janine McCuddin)(Husband and Wife)
:	
·	
	Notary Public or other official My commission expires: 3/80/900
	Official Seal:
4	
W.A.	Store Odland
9 v E	State Of Iowa (Towa) Jason Laughlin - Notary Public
8. 27.	Commission ID: 733184 My Commission Expires 02/25/2009
	"Independent Control C

Lender's Statement of Intent:

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

Freedom Mortgage Corporation

Lender

Stephen Hamerski

State of Minnesota

County of Hennepin

This instrument was acknowledged before me on 3/25/68 by Stephen Hamerski as Branch Manager

of Freedom Mortgage Corporation.

(Seal if Minnesota My Comm. Expires Jan 31, 2012

Simalrathose

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

Commitment Number: 200800165

EXHIBIT A

All that part of Parcel B, located in the Southwest Quarter of the Southwest Quarter of Section 15, Township 74 North, Range 26 West of the fifth Principal Meridian, Truro, Madison county, Iowa, recorded in Town Plat Book 2, Pages 273, 274, and 275, except the west 99.65 feet of said Parcel B.