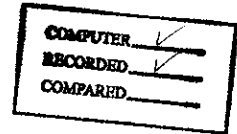


MICHELLE "MICKI" UTSLER, COUNTY RECORDER  
MADISON IOWA



Record and Return  by Mail  by Pickup to:  
Wells Fargo Bank  
3601 Minnesota Dr.  
Bloomington, MN 55435  
mac # x4701-022

**MANUFACTURED HOME  
AFFIDAVIT OF AFFIXATION**

STATE OF Iowa )

) ss.:

COUNTY OF Union )

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

**Nicholas A. Wilmes**

*[type the name of each Homeowner signing this Affidavit]:*

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:

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

Used	2002	Highland	Classic Silver	HQ10520AB	45/28
New/Used	Year	Manufacturer's Name	Model Name or Model No.	Manufacturer's Serial No.	Length / Width

- The Home was built in compliance with the federal Manufactured Home Construction and Safety Standards Act.
- 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.
- The Home is or will be located at the following "Property Address":

**2:07 PM 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.

<u>Woodland Ave.</u>	<u>Saint Charles</u>	<u>Madison</u>	<u>IA</u>	<u>50240</u>
Street or Route	City	County	State	Zip Code

**2:07 PMATTENTION 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.

5. The legal description of the Property Address ("Land") is:

see attached exhibit "A"

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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, or will be, placed on the Property Address; and

(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.


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 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.

12. 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, 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.

  manufacturer's certificate of origin  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. The Homeowner designates the following person to record this Affidavit in the real property records of the jurisdiction where the Home is to be located and upon its recording it shall be returned by the recording officer to same:

Name: Wells Fargo Bank

Address: 3601 Minnesota Dr., Bloomington, MN 55435 mac # x4701-022

**2:07 PM 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.

14. 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 in the presence of the undersigned witnesses on this 11 day of February, 2005.

[Signature] (SEAL)  
Homeowner #1

\_\_\_\_\_  
Witness

Nicholas A. Wilmes  
Printed Name

\_\_\_\_\_  
Homeowner #2 (SEAL)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Homeowner #3 (SEAL)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

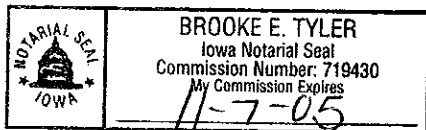
STATE OF Iowa )  
COUNTY OF Union ) ss.:

On the 11 day of February in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared Nicholas A. Wilmes, 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  
BROOKE E. TYLER  
Notary Printed Name

Notary Public; State of Iowa  
Qualified in the County of Union  
My commission expires: 11-7-05

Official Seal:



2:07 PM 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.

**Lender's Statement of Intent:**

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

Wells Fargo Bank NA  
Lender

By: Brooke E. Jger  
Authorized Signature

STATE OF Iowa )  
 ) ss.:  
COUNTY OF Union )

On the 11 day of February in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared Brooke E. Tyler, 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.

Todd G. Nielsen  
Notary Signature  
Todd G. Nielsen  
Notary Printed Name

Notary Public; State of Iowa  
Qualified in the County of Union  
My commission expires: 9-28-07



Drafted By: Jennifer Allison

**2:07 PM 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**

**PROPERTY DESCRIPTION**

Parcel "A" located in the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Thirty-six (36), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa, containing 5.001 acres, as shown in the Plat of Survey filed in book 3, page 243 on May 15, 1998, in the office of the Recorder of Madison County, Iowa.