Book 2013 Page 1625 Type 06 009 Pages 4 Date 6/05/2013 Time 11:32 AM

Rec Amt \$22.00

INDX 1 **ANNO SCAN**

LISA SMITH, COUNTY RECORDER MADISON COUNTY IOWA

CHEK

MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

Record and Return by Mail to: Wells Fargo Bank, N.A. FINAL DOCUMENTS T7408-01F 4101 Wiseman Blvd Bldg 108 San Antonio, TX 78251-4200

This Instrument Prepared by: TYLER HETLAND 2701 WELLS FARGO WAY MINNEAPOLIS, MN 55408-0000

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.

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

Alan V. Anthony and Nancy J. Anthony, husband and wife;

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

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

New or Used:

Used

Year:

2002

Manufacturer's Name:

Wick Building Systems

Model Name or Model Number:

Marshfield MA459

Length x Width:

 56×28

Serial Number:

95945A

95945B

201305284.3.6.2418-J20130204Y

HCFG-00628

Manufactured Home Affidavit of Affixation

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- 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": 1296 270TH ST, MACKSBURG, IA 50155
- 5. The legal description of the Property Address ("Land") is: "SEE ATTACHED LEGAL DESCRIPTION"
- 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 \Box is \Box 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, tow bar 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:

property records of the jurisdiction where the Home is to be located.

<u>[Closing and Agent: please refer to the Manufactured Home and Land Supplemental Closing</u>
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

☐ 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.

 \Box The manufacturer's certificate of origin and/or certificate of title to the Home \Box shall be \Box has been eliminated as required by applicable law.

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☐ The Home shall be covered by a certificate of title.

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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 in the presence of the undersigned witnesses on this
Borrower
Money Johnsone 5/29/13 Money Johnsone 5/29/13
NANCY JANTHONY Date Seal
Acknowledgment
State of Iowa
This instrument was acknowledged before me on May 79, 200 by
This instrument was acknowledged before me on My 19, 200 by An Ilon
4 Narcy J. Anthon
a Usband & St
Notary Public My commission expires:
MATTHEW D KERN Commission Number 170485 My Commission Expires July 23, 2014

Parcel "C", a part of the Northeast Quarter (1/4) of Section Thirty-three (33), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, containing 6.99 acres, as shown in Plat of Survey filed in Book 2003, Page 7468 on December 23, 2003, in the Office of the Recorder of Madison County, Iowa.