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ANNO

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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 DOCS N0012-01B  
6200 PARK AVE  
DES MOINES, IA 50321

P182738

This Instrument Prepared by:  
Michael Wong  
2701 WELLS FARGO WAY  
3RD FLOOR  
MINNEAPOLIS, MN 55467-8000

**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]:

Derrick W Duff and Stephanie S Duff, 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:	Skyline Corp
Model Name or Model Number:	Lexington NA
Length x Width:	66 x 28
Serial Number:	2T300550PAB 2T300550PAB



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": 1251 Heritage AVE, EARLHAM, IA 50072
5. The legal description of the Property Address ("Land") is: SEE ATTACHED LEGAL DESCRIPTION <sup>pg 5</sup>
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 immovable 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:

**[Closing and 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.



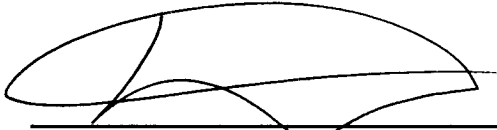
The manufacturer's certificate of origin and/or certificate of title to the Home  shall be  has been eliminated as required by applicable law.


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 in the presence of the undersigned witnesses on this 9 day of July, 2018.

**Borrower**

  
\_\_\_\_\_  
**Derrick W Duff** 7/9/18  
**Date**  
Seal

  
\_\_\_\_\_  
**Stephanie S Duff** 7/9/18  
**Date**  
Seal




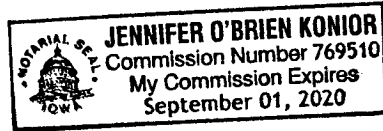
**Acknowledgment**

State of Iowa

County of Polk

This instrument was acknowledged before me on July 9, 2018 by  
Derrick W. Duff and Stephanie S. Duff,  
husband and wife

  
Notary Public  
My commission expires:



## LEGAL DESCRIPTION

Parcel "A", located in the Northeast Quarter ( $\frac{1}{4}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of Section Eighteen (18), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, as shown in Plat of Survey filed in Book 3, Page 283 on July 1, 1998 in the Office of the Recorder of Madison County, Iowa.