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LINCOLN COUNTY RECORDED

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LESLIE BOUCHER

MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

0153416649

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

Record and Return to:

WELLS FARGO BANK, N.A. FINAL DOCUMENTS X9999-01M

1000 BLUE GENTIAN ROAD

EAGAN, MN 55121-1663

(type the name(s) 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:

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

43	EAST 1ST SOUTH, ALAMO, NV 89001
	(Property Addréss)
5. is:	The legal description of the real property where the Home is or will be permanently affixed ("Land")
L	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.

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- 7. The Home <u>is</u> anchored to the Land by attachment to a permanent foundation, constructed in accordance with applicable state and local building codes and manufactures's specifications in a manner sufficient to validate any applicable manufacturer's warranty, and permanently connected to appropriate resindential 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 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 characteristic of site-built housing, and (iii) is part of the Land; and
  - (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. 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.
- 12. A release of lien from each of the lien holders identified in paragraph 11 of this Affidavit \_\_\_\_ has been \_\_\_\_ shall be delivered to the commissioner of motor vehicles.
- 13. 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 endosed to the Homeowner, is attached to this affidavit.

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 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.

14. 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:

Address:

15. The Affidavit executed by Homeowner(s) pursuant to applicable state law.

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IN WITNESS WHEREOF, Homeowner(s) has executed this A presence of the undersined witnesses on this 2/37 day of the undersined witnesses on the undersined witnesses day of the undersined w	ffidavit in my presence and in the of
	Witness
STATE OF NEUROA ) 88.:	Witness
On the 2/57 day of SEPTEMBER  me, the undersigned, a Notary Public in and for said State, perso	in the year 2006 before nally appeared
personally known to me or proved to me on the basis of satisfact whose name(s) is(are) subscribed to the within instrument and ac executed the same in his/her/their capacity(ies), and that by his/h the individual(s), or the person on behalf of which the individual	knowledged to me that he/she/they er/their signature(s) on the instrument,
Notary Signature  KEVIN D DEE  Notary Printed Name	MOTARY PUBLIC STATE OF NEVADA Date Appointment Exp: 05-23-2010 Certificate No: 08-105612-1
Notary Public; State of <u>NEVYOR</u> Qualified in the County of <u>CLREK</u> My commission expires <u>5-23-10</u>	(Page 3 of 5) FC228F Rev. 12/22/05

## 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, N.A.	-	7
Lender		
By Stat Cli	\	
Authorized Signature	/	
STATE OF <u>California</u> )		
COUNTY OF Sacraments) ss.:	/	
On the 27th day of September in the	year <u>J</u>	006 before
me, the undersigned, a Notary Public in and for said State, personally appear	ared	
- Anita Kobinsor		
personally known to me or proved to me on the basis of satisfactory evider whose name(s) is(are) subscribed to the within instrument and acknowledge	ice to be the	e individual(s) at he/she/thev
executed the same in his/her/their capacity(ies), and that by his/her/their signal	znature(s) o	n the instrument
the individual(s), or the person on behalf of which the individual(s) acted,	executed the	instrument.
Miles Official Seal:	$\bigcirc$	
Notary Signature		
Julie A. Miller		
Notary Printed Name		
	_	
Notary Public; State of Cantornia		JULIE A. MILLER
Qualified in the County of Sacramento		Commission # 1572421
My commission expires April 24, 2009		Notary Public - California
		Sacramento County y Comm. Expires Apr 24, 2009
		7

ATTENTION COUNTY CLERK: 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.

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## EXHIBIT "A"

The land referred to in this Commitment is situated in the County of Lincoln, State of Nevada and is described as follows:

PARCEL 1 OF THAT CERTAIN PARCEL MAP IN BOOK B, PAGE 142 RECORDED AUGUST 3, 1998 AS FILE NO. 111365 IN THE OFFICE OF THE COUNTY RECORDER, LINCOLN COUNTY, NEVADA.

