

## 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

*Prepared By & Return to:  
Collins & Collins*

This Instrument Prepared by:  
Julie D Ray  
8505 IBM DR  
FLOOR L1  
CHARLOTTE, NC 28262-4302

**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]:  
Kim Scott Kearney and wife, Cindy M. Kearney

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:	1993
Manufacturer's Name:	Horton
Model Name or Model Number:	na na
Length x Width:	66 x 27
Serial Number:	H99329GR H99329GL

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": 1152 POINT CASWELL RD, ATKINSON, NC 28421
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  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 27 day of September, 2016.

**Borrower**

Cindy M. Kearney 9-27-16  
Cindy M Kearney Date  
Seal

[Signature] 9-27-16

**Acknowledgment**

State of North Carolina

County of New Hanover

I, Robert G. Collins, a notary public, do hereby certify that  
Cindy M. Kearney and Kim Scott Kearney

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

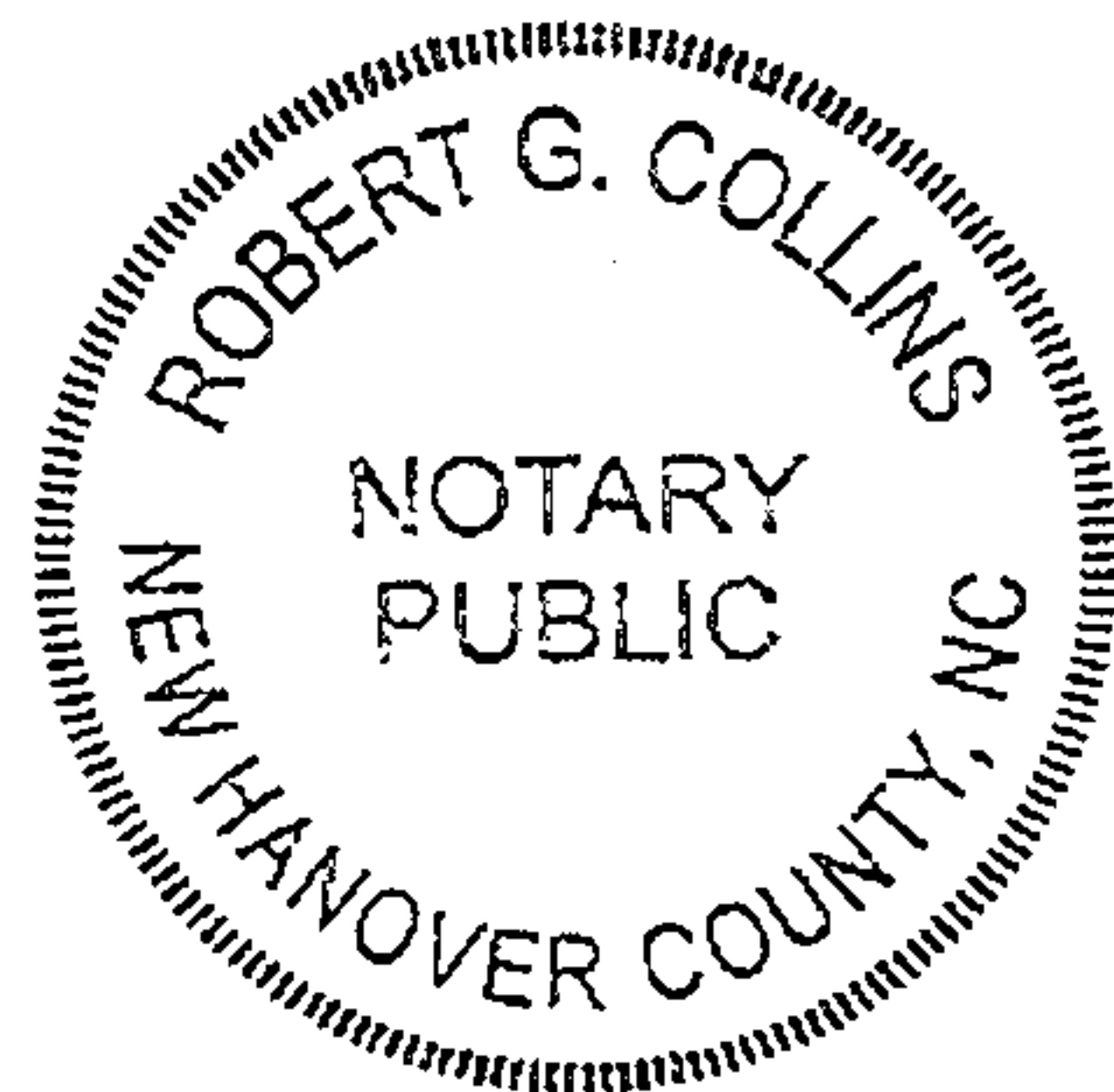
Witness my hand and official statement or seal on Sept. 27, 2016

[Signature]

Notary Public

My commission expires:

9-19-20



## Exhibit "A"

BEING ALL OF LOT 1, AS SHOWN A MAP ENTITLED "MAP OF TWO LOT SUBDIVISION ON ACCESS EASEMENT FOR RUSSELL EDWARD DAWSON", RECORDED IN MAP BOOK 38 AT PAGE 87, PENDER COUNTY REGISTRY. REFERENCE TO WHICH IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION. BEING THE SAME PROPERTY CONVEYED BY DEED TO RUSSELL E. DAWSON AND WIFE, YVONNE E. DAWSON AS RECORDED IN BOOK 2490, PAGE 70, PENDER COUNTY REGISTRY.

Being the same property conveyed in Deed Book 3314, Page 26, Pender County Registry.