



200608300142

Skagit County Auditor

8/30/2006 Page

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10 3:40PM

Record and Return ☐ by Mail ☐ by Pickup to:FRONTIER BANKP.O. BOX 2210, ATTN.: SECONDARY MARKETEVERETT, WASHINGTON 98213

LAND TITLE OF SKAGIT COUNTY

WFB201995560441

Loan Number: 50037238

1185195

**MANUFACTURED HOME  
AFFIDAVIT OF AFFIXATION**

STATE OF WASHINGTON )

) ss.:

COUNTY OF SKAGIT )

**BEFORE ME**, the undersigned notary public, on this day personally appeared DAVID J.  
TEMPLE, DEBRA S. TEMPLE

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:

PH207223C

NEW 2005 PALM HARBOR PALM HARBOR N5V348D6 / PH207223A, PH207223B, 40X48  
New/Used Year Manufacturer's Name Model Name or Model No. Manufacturer's Serial No. Length x Width

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":

8030 WYATT LANE, CONCRETE, WASHINGTON 98237

Street or Route City CITY County/ COUNTY: SKAGIT State Zip Code

Frontier Bank - Lender  
P42326

5. The legal description of the Property Address ("Land") is:  
ATTACHED HERETO AND MADE A PART HEREOF.  
PTN SE 1/4 OF SW 1/4, 9-35-7 E W.M.  
A.P.N. #: 350709-3-006-0001
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, 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.



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- ☐ 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 ☐ 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:

Address:

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 13 day of October, 2005.

Witness

David J Temple (Seal)  
DAVID J TEMPLE -Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

Witness

Debra S Temple (Seal)  
DEBRA S. TEMPLE -Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower



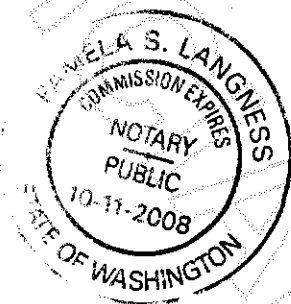
STATE OF WASHINGTON )

) ss.: )

COUNTY OF SKAGIT )

On the 13 day of October in the year 2005 before  
me, the undersigned, a Notary Public in and for said State, personally appeared DAVID J.  
TEMPLE, DEBRA S. TEMPLE

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.



(Official Seal)

Pamela S. Langness  
Notary Signature

Pamela S. Langness  
Notary Printed Name

Notary Public; State of WA,

Qualified in the County of Snohomish

My Commission Expires: 10-11-08

MANUFACTURED HOME AFFIDAVIT OF AFFIXATION  
07/08/05

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**Lender's Statement of Intent:**

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

FRONTIER BANK

Lender

By: [Signature]

Authorized Signature

STATE OF WASHINGTON )

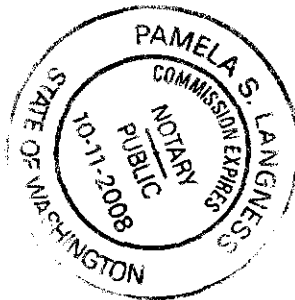
) ss.:

COUNTY OF SKAGIT )

On the 13 day of October in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared

David Dorsey

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.



(Official Seal)

Pamela S. Langness  
Notary Signature

Pamela S. Langness  
Notary Printed Name

Notary Public; State of WA

Qualified in the County of Snohomish

My Commission Expires: 10-11-08

Drafted By: \_\_\_\_\_



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WE# 0199556044

Record and Return ☐ by Mail ☐ by Pickup to:

FRONTIER BANK  
P.O. BOX 2210, ATTN.: SECONDARY MARKET  
EVERETT, WASHINGTON 98213

Loan Number: 50037238

## REAL PROPERTY AND MANUFACTURED HOME LIMITED POWER OF ATTORNEY

(To execute or release title, mortgage or deed of trust, security filing, transfer of equity and insurance documents and proceeds.)

The undersigned borrower(s), whether one or more, each referred to below as "I" or "me," residing at:

8030 WYATT LANE

Street Address

CONCRETE, WASHINGTON 98237

("Present Address").

City, State, Zip, County

I am the Buyer/Owner of the following manufactured home (the "Manufactured Home"):

NEW	2005	PALM HARBOR
New/Used	Year	Manufacturer's Name
PALM HARBOR N5V348D6	PH207223A, PH207223B, PH207223C	40 X 48
Model Name/Model No.	Manufacturer's Serial No.	Length/Width

permanently affixed to the real property located at 8030 WYATT LANE

Street Address

CONCRETE, WASHINGTON 98237

("Property Address") and as more

City, ~~County~~, State, Zip COUNTY: SKAGIT

particularly described on Exhibit A attached hereto (the "Real Property"). I do hereby irrevocably make, constitute, appoint and authorize with full power of substitution, FRONTIER BANK

("Lender"), its successors, assigns or designees as my agent and attorney-in-fact, in my name, place and stead in any way which I could do, If I were personally present, with full power of substitution and delegation, (1) to complete, execute and deliver, in my name or Lender's name, any and all forms, certificates,



assignments, designations, releases or other documentation as may be necessary or proper to implement the terms and provisions of the Security Instrument dated OCTOBER 13, 2005 executed by me in favor of Lender, (2) to complete, execute and deliver, in my name or in Lender's name, any and all forms, certificates, assignments, designations, releases or other documentation as may be necessary or proper to make application for and obtain the certificate of title for the Manufactured Home and to have Lender (or its designee) designated as lienholder on the certificate of title for the Manufactured Home, (3) to complete, execute and deliver in my name or Lender's name, any and all forms, certificates, assignments, designations, releases or other documentation as may be necessary or proper to have the Manufactured Home treated as real estate for any and all purposes under state law, including but not limited to the surrender of any certificate of title, any election to treat the Manufactured Home as real estate for tax purposes or to meet any other requirements in order for the loan/financing secured by the Manufactured Home and the Real Property to be eligible for sale on the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Association ("Freddie Mac") or any other secondary market purchaser, (4) to receive, complete, execute or endorse, and deliver in my name or Lender's name any and all claim forms, agreements, assignments, releases, checks, drafts or other instruments and vehicles for the payment of money, relating to any insurance covering the Manufactured Home, the indebtedness secured by the Manufactured Home or the Real Property, and (5) to complete, sign and file, without my signature, such financing and continuation statements, amendments, and supplements thereto, mortgages, deeds of trust and other documents, including releases of these items, which I may from time to time deem necessary to perfect, preserve and protect Lender's security interest in the Manufactured Home, the Property and any other property sold with it. I acknowledge that at the time this Power of Attorney and my Security Instrument and any of the forms, certificates, assignments, designations, releases or other documentation are prepared the serial number of the manufactured housing unit may not be available or may be inaccurate. The manufactured housing unit may be a factory order in the process of being constructed. Immediately, upon Lender's receipt of the serial number, I understand and agree that the above items may be completed and/or corrected by Lender to properly disclose all the applicable home identifications, including the serial number. I understand that I will be provided with a copy of any corrected agreement.

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy of facsimile of this instrument may act hereunder, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument. I have given this Limited Power of Attorney in connection with a loan/financing to be given by Lender and to induce Lender to make the financing available. It is coupled with an interest in the transaction and is irrevocable. This Limited Power of Attorney shall not be affected by my/our subsequent incapacity, disability, or incompetence. I do further grant unto Lender full authority and power to do and perform any and all acts necessary or incident to the execution of the powers herein expressly granted, as fully as I might or could do if personally present.

WITNESS my hand and seal this 13 day of October, 2005

Witness

Witness

David J. Temple 10/13/05  
Borrower DAVID J. TEMPLE Date

Debra S. Temple 10/13/05  
Borrower DEBRA S. TEMPLE Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

STATE OF WASHINGTON

)

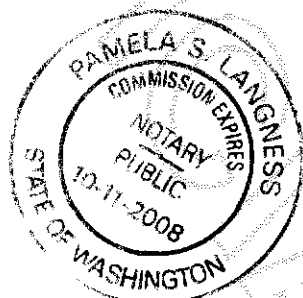
) ss.:

COUNTY OF SKAGIT

)

On the 13 day of October in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID J. TEMPLE, DEBRA S. TEMPLE

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.



(Official Seal)

Pamela S. Langness  
Notary Signature

Pamela S. Langness  
Notary Printed Name

Notary Public; State of WA

Qualified in the County of Snohomish

My Commission Expires: 10-11-08



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**DESCRIPTION:**

The West  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 9, Township 35 North, Range 7 East, W.M.,

EXCEPT the South 30 feet of the East 277 feet thereof,

TOGETHER WITH an easement for road purposes described as follows:

That portion of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 16, Township 35 North, Range 7 East, W.M., described as follows:

Lying 30 feet on either side of the following described center line:

Beginning on the North line of Section 16, Township 35 North, Range 7 East, W.M., 350 feet East of the following described center line of the Northwest corner of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section;  
thence Southwesterly in a straight line 274 feet, more or less, to a point on the North line of the Great Northern Right of way 274 feet East of and measured along the Northerly line of Railroad right of way from the West line of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section.

Situate in the County of Skagit, State of Washington.



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**EXHIBIT A**

**PROPERTY DESCRIPTION**

ATTACHED HERETO AND MADE A PART HEREOF.  
PTN SE 1/4 OF SW 1/4, 9-35-7 E W.M.  
A.P.N. #: 350709-3-006-0001



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Skagit County Auditor