09/29/2020 03:35 PM Pages: 1 of 6 Fees: \$108.50

Skagit County Auditor, WA

Return To:

INDECOMM GLOBAL SERVICES

MS-FD-FW-9909, 1427 ENERGY PARK DR. ST. PAUL, MN 55108

Prepared By:
ASHLEY RUGGLES
FAIRWAY MORTGAGE
5450 E HIGH STREET
PHOENIX, AZ 85054
480-409-5190

CHICAGO TITLE

MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

This Affidavit should be recorded in Real Property Records if there is no other similar document required by state to indicate the Manufactured Home is or will be permanently affixed to real property.

LEGAL DESCRIPTION IS ON PAGE 2

Date: SEPTEMBER 28, 2020

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

Borrower(s):

SCOTT ROBERT CAVENESS, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

Ptn. 66 6 in 1.34-4

Lender:

2289

FAIRWAY INDEPENDENT MORTGAGE CORPORATION

P23386

BEING DULY SWORN, on his/her/their oath state as follows:

1. The Borrower(s) own, or are purchasing, the manufactured home described as follows:

| USED | 2019 | 2019 FLEETWOOD WAVERLY CREST 28536W | | EST 28536W | |
|----------|------------------------------------|-------------------------------------|----------------|------------|--|
| New/Used | Model Year/ Date of Manufacture | Manufacturer's Name | Model No./Name | | |
| | 56' X 27' | | | | |
| | Length x Width | | | | |

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JMOBILEAFFIX (05/20)

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- The manufactured home was built in compliance with the federal Manufactured Home Construction and Safety Standards Act.
- 3. The manufactured home is or will be located at the following Property Address: 12478 N FRONT ST, MOUNT VERNON, WASHINGTON 98273
- The legal description of the Property Address ("Land") is SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

- If the Borrower(s) are the first retail buyer of the manufactured home, he/she/they are in receipt of the manufacturer's warranty, the consumer manual, insulation disclosure and formaldehyde health notice for the manufactured home.
- 6. The Borrower(s) are the owner(s) [or lessee(s) if leasehold estate] of, or are purchasing, the Land and any conveyance or financing of the manufactured home and the Land shall be a single transaction under applicable state law.
- 7. If the Land is subject to a leasehold estate, the Borrower(s) are the lessee(s) of the Land and Lessor has consented to the manufactured home being attached to the Land.
- 8. The manufactured home is or 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 Borrower(s) intend that the manufactured home be an immovable fixture and a permanent improvement to the Land.
- 9. The manufactured home shall be assessed and taxed as an improvement to the Land, with the understanding the manufactured home shall not be converted to personal property.

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JMOBILEAFFIX (05/20)





- 10. The Borrower(s) have executed this Affidavit pursuant to applicable state law.
- 11. The Borrower(s) and Lender state that it is their intent that the manufactured home be and remain permanently attached to and part of the Land and converted to real property, and that it be regarded as an immovable fixture thereto and not as personal property.
- 12. If the manufactured home and Land are located in a state that allows for the elimination or surrender of the certificate of title/vehicle title/personal property title and the elimination or surrender process has not already been completed, the Borrower(s) will execute any and all documentation required under the law to convert the manufactured home to real property.
- 13. If the manufactured home and Land are located in a state that does not require a certificate of title/vehicle title/personal property title, the Borrower(s) will provide evidence that no such title exists, agree that he/she/they will not create any such title in the future.
- 14. If the manufactured home and Land are located in a state that does not allow for the elimination or surrender of the certificate of title/vehicle title/personal property title, the Borrower(s) will execute any and all documentation required under the law to insure that the title ownership is in the Borrower(s) name and Lender is shown as the **FIRST LIEN** holder.

NOTE TO SETTLEMENT AGENT:

This Affidavit does not replace any document evidencing the manufactured home is permanently affixed to the property that may be required by the state.

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| Executed this $\frac{29^{rh}}{100}$ day of $\frac{50^{rh}}{100}$ | 5P76 | MEEN, 200 | <u>; </u> | |
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| | | | III | |

Lender's Statement of Intent: This Lender's Statement of Intent is incorporated into and shall be deemed to supplement the Manufactured Home Affidavit of Affixation (Affidavit) executed by Borrower(s). Lender intends that the manufactured home be an immovable fixture and a permanent improvement to the Land described herein and treated as real property under state law.

FAIRWAY INDEPENDENT MORTGAGE CORPORATION

| By: July Dikon, AS Agent |
|--|
| Name: Tule Dixon |
| Title: AS Agent Collendu |
| |
| State of Washington, County of Skagit § |
| SWORN TO AND SUBSCRIBED before me on the And day of September 2000 by Julie Distort (Name), AS A gent for Lende (Title) |
| of |
| FAIRWAY INDEPENDENT MORTGAGE CORPORATION |
| DONNA LEE REED NOTARY PUBLIC #51271 |
| STATE SOFIL WASHINGTON Notary Signature COMMISSION EXPIRES My commission expires: 101/2023 |
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| JMOBILEAFFIX (05/20) Page 5 of 5 |
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EXHIBIT "A" LEGAL DESCRIPTION

Order No.: 620044134

For APN/Parcel ID(s): P23386 / 340401-0-087-0027

That portion of Government Lot 6, Section 1, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the East line of the Seattle Lake Shore and Eastern Railway Company right of way at a point which lies South 5°45′21" East along the East line of said Railroad right of way, a distance of 104.26 feet from the Northeast corner of that certain parcel conveyed to Gary Frizzell and Vicki Frizzell by deed dated June 6, 2003 and recorded under Auditor's File No. 200306270222, records of Skagit County, Washington;

thence continuing South 5°45'21" East along the East line of said Railroad right of way, a distance of 275.09 feet to a point on the Northeasterly right of way line of State Route 9;

thence North 56°56'57" West along said right of way line, a distance of 58.75 feet to a curve to the right having a radius of 97.32 feet;

thence Northwesterly along said line through a central angle of 44°35'46", and an arc distance of 75.75 feet:

thence North 12°21'11" West along the Easterly right of way of State Route 9, a distance of 185.35 feet to a point which lies North 89°55'19" West from the point of beginning;

thence South 89°55'19" East, a distance of 103.30 feet to the point of beginning of this description;

Situate in the County of Skagit, State of Washington.