

This document was prepared by:
Whatcom Educational Credit Union
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GNW 21-11654

LOAN #: 21056934

MANUFACTURED HOME AFFIDAVIT OF AFFIXATION RIDER

STATE OF WA

COUNTY OF Whatcom

P70943 - Block 5, PLAT OF GRASSMERE

This Manufactured Home Affidavit of Affixation is made this 6th day of August, 2021 and is incorporated into and shall be deemed to supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" or "Homeowner") to secure Borrower's Note to **Whatcom Educational Credit Union, a State Chartered Credit Union**

Grantor: Brian Massingale

Grantee: Whatcom Educational Credit Union

("Lender").

Borrower and Lender state that it is their intent that the manufactured home be and remain permanently attached to and part of the real property, and that it be regarded as an immovable fixture thereto and not as personal property.

"Homeowner" being duly sworn, on his, her or their oath state(s) as follows:

1. Homeowner owns the manufactured home ("Home") described as follows:

New _____ Used X _____ Year 2014 _____ Length _____ Width _____

Manufacturer/Make Palm Harbor Homes/Palm Harbor

Model Name or Model No. _____

Serial No. PHH3100R1411095

Serial No. _____

Serial No. _____

Serial No. _____

HUD Label Number(s) ORE524131; ORE524132; ORE524133

Certificate of Title Number _____

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.



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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 Homeowner is in receipt of manufacturer's recommended maintenance program regarding the carpets and manufacturer's warranties covering the heating/cooling system, hot water heater, range, etc.
5. The Home is or will be located at the following "Property Address":
44547 Concrete Sauk Valley Road, Concrete

Skagit, WA 98237

(Street or Route, City)
(County) (State, Zip Code)

6. The legal description of the Property Address ("Land") is typed below or please see attached legal description.
Block 5, PLAT OF GRASSMERE, according to the plat thereof recorded in Volume 3 of Plats, page 67, records of Skagit County, Washington;

EXCEPT the West 20 feet thereof.

TOGETHER WITH the South Half of vacated Pine Street abutting said block and lying Westerly of vacated 3rd Street.

Situated in Skagit County, Washington.
Block 5, PLAT OF GRASSMERE

7. 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.
8. The 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 Homeowner intends that the Home be an immoveable fixture and a permanent improvement to the Land.
9. The Home shall be assessed and taxed as an improvement to the Land. The Homeowner understands that if the Lender does not escrow for these taxes, that the Homeowner will be responsible for payment of such taxes.

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10. The Home is subject to the following security interests (each, a "Security Interest"):

<u>Whatcom Educational Credit Union</u> Name of Lienholder	_____	Name of Lienholder	_____
Address: P.O. Box 9750 Bellingham, WA 98227		Address:	
Original Principal Amount Secured: \$ <u>170,000.00</u>		Original Principal Amount Secured: \$ _____	

11. 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) If piers are used for the Home, they will be placed where recommended by the Home manufacturer;
- (d) The wheels, axles, towbar or hitch were removed when the Home was placed on the Property Address; and
- (e) The Home is (i) Permanently Affixed to a foundation, (ii) has the characteristics of site-built housing, and (iii) is part of the Land.

12. 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.

13. 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.

14. The Homeowner hereby initials one of the following choices, as it applies to title to the Home:

- A. 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.
- B. 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.
- C. The manufacturer's certificate of origin and/or certificate of title to the Home shall be has been eliminated as required by applicable law.
- D. The Home shall be covered by a certificate of title.

15. This Affidavit is executed by Homeowner pursuant to applicable state law.

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This Affidavit is executed by Homeowner(s) and Lienholder(s) pursuant to applicable state law and shall be recorded in the real property records in the county in which the real property and manufactured home are located.

Brian Massingale 8-6-21 (Seal)
BRIAN MASSINGALE DATE

STATE OF WASHINGTON

COUNTY OF WHATCOM SS:

On this day personally appeared before me BRIAN MASSINGALE to me known to be the individual party/parties described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6th day of AUGUST, 2021.

Crystal Deighton
Notary Public in and for the State of
Washington, residing at Cedar Woodley

My Appointment Expires on 10-13-2024



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IN WITNESS WHEREOF, Lender, being duly sworn on oath, intends that the Home be and remain Permanently Affixed to the Land and that the Home be an immoveable fixture and not as personal property.

Whatcom Educational Credit Union, a State Chartered Credit Union

Lender

~~Matt Stafford~~ Paul Cover Paul G. Cover
By: Authorized Signature

STATE OF: WA)
COUNTY OF: Whatcom) SS.:

On the 30 day of July in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared

_____ 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.

Michelle L Clemens Official Seal
Notary Signature

Michelle L Clemens
Notary Printed Name

Notary Public; State of WA
Qualified in the County of Whatcom
My Commission expires: 2-19-25



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