

Return To:  
INDECOMM GLOBAL SERVICES

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

Prepared By:  
DENNIS P. SCHWARTZ, ATTORNEY  
SCHWARTZ & ASSOCIATES  
1446 HERITAGE DRIVE  
MCKINNEY, TEXAS 75069  
972-562-1966

## 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  
TRACT 36, CEDARGROVE ON THE SKAGIT

Date: SEPTEMBER 13, 2021

ASSESSOR'S PARCEL or ACCOUNT NUMBER: P64096/3877-000-036-0002

Borrower(s):  
JAY McDONIEL, A MARRIED MAN

TRUSTEE: CHICAGO TITLE COMPANY OF WASHINGTON

Lender:  
2289  
FAIRWAY INDEPENDENT MORTGAGE CORPORATION

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	2004	KARSTEN	MD 60862
New/Used	Model Year/ Date of Manufacture	Manufacturer's Name	Model No./Name
26265 TRCSTOR 1404			60' X 27'
Serial Number(s)/Vehicle Identification Number(s)			Length x Width

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2. 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:  
46645 BAKER LOOP RD, CONCRETE, WASHINGTON 98237
4. The legal description of the Property Address ("Land") is  
TRACT 36, CEDARGROVE ON THE SKAGIT, ACCORDING TO THE PLAT THEREOF  
RECORDED IN VOLUME 9 OF PLATS, PAGES 48 THROUGH 51, RECORDS OF  
SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

5. 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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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 13 day of September, 2021.

X [Signature] (Seal)  
JAY MCDONTEL -Borrower

X [Signature] (Seal)  
NOAHBELLE MCDONTEL -Borrower

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

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

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

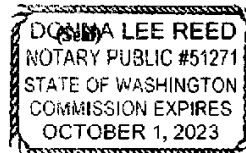
\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

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

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

State of Washington, County of Skagit §

SWORN TO AND SUBSCRIBED before me on the 13<sup>th</sup> day of September,  
2021 by  
JAY MCDONTEL AND NOAHBELLE MCDONTEL



[Signature]  
Notary Signature

My commission expires: 10/1/2023

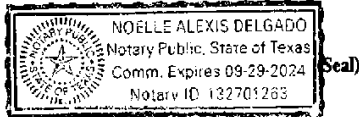


**Lender's Statement of Intent:** This Lender's Statement of Intent is incorporated into and shall be deemed to supplement the Manufactured Home Affidavit of Affixation (Affidavit) executed by Borrower(s). Lender intends that the manufactured home be an immovable fixture and a permanent improvement to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

FAIRWAY INDEPENDENT MORTGAGE CORPORATION

By: Jill Ramirez  
Name: Jill Ramirez  
Title: Inventory Control Specialist

State of Texas, County of Denton §  
SWORN TO AND SUBSCRIBED before me on the 28th day of September,  
2021 by Jill Ramirez (Name), Inventory Control (Title)  
of Specialist  
FAIRWAY INDEPENDENT MORTGAGE CORPORATION



Noelle Delgado  
Notary Signature  
My commission expires: 9-29-2024

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Please Return to:  
INDECOMM GLOBAL SERVICES  
MS-FD-FW-9909, 1427 ENERGY PARK DR.  
ST. PAUL, MN 55108

Prepared By information located on Page 5.

## 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:  
46645 BAKER LOOP RD, CONCRETE, WASHINGTON 98237

("Present Address").

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

<u>USED</u>	<u>2004</u>
New or Used	Year
<u>KARSTEN</u>	<u>MD 60862</u>
Manufacturer's Name	Model Name and/or Model No.
<u>26265 TKCSTOR 1404</u>	
Manufacturer's Serial No.	
<u>60' X 27'</u>	
Dimensions Length x Width	

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permanently affixed to the real property located at  
46645 BAKER LOOP RD, CONCRETE, WASHINGTON 98237

("Property Address") and as more particularly described as  
TRACT 36, CEDARGROVE ON THE SKAGIT, ACCORDING TO THE PLAT THEREOF  
RECORDED IN VOLUME 9 OF PLATS, PAGES 48 THROUGH 51, RECORDS OF SKAGIT  
COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

(the "Real Property").

I do hereby irrevocably make, constitute, appoint and authorize with full powers of substitution,  
FAIRWAY INDEPENDENT MORTGAGE CORPORATION

("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 SEPTEMBER 13, 2021 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

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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 or 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.

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WITNESS my hand and seal this 13 day of SEPTEMBER, 2021

\_\_\_\_\_  
JAY MCDONIEL (Seal)  
-Borrower

\_\_\_\_\_  
NOAHBELLE MCDONIEL (Seal)  
-Borrower

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

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

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(Seal) (Seal)  
-Borrower -Borrower

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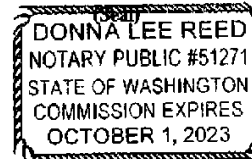


STATE OF Washington  
COUNTY OF Snohomish

On the 13<sup>th</sup> day of SEPTEMBER, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared  
**JAY MCDONIEL AND NOAHBELLE MCDONIEL**

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.

Donna Lee Reed  
Notary Signature  
My commission expires: 10/1/2023



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**DENNIS P. SCHWARTZ, ATTORNEY**  
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