

This document was prepared by: \_\_\_\_\_, \_\_\_\_\_

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**MANUFACTURED HOME AFFIDAVIT OF AFFIXATION RIDER**

STATE OF WEST VIRGINIA

COUNTY OF \_\_\_\_\_

This Manufactured Home Affidavit of Affixation Rider is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and is incorporated into and shall be deemed to supplement the Deed of Trust of the same date given by the undersigned (the "Borrower" or "Homeowner") to secure Borrower's Note to \_\_\_\_\_ ("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 manufactured home ("Home") described as follows:

New/Used \_\_\_\_\_ Year \_\_\_\_\_ Length \_\_\_\_\_ Width \_\_\_\_\_

Manufacturer/Make \_\_\_\_\_

Mode Name or Model No. \_\_\_\_\_

Serial No. \_\_\_\_\_

Serial No. \_\_\_\_\_

Serial No. \_\_\_\_\_

Serial No. \_\_\_\_\_

HUD Label Number(s) \_\_\_\_\_

Certificate of Title Number \_\_\_\_\_

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":

\_\_\_\_\_  
(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.

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS “EXHIBIT A”**

- 7. The Homeowner is the owner of the Land.

- 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.

- 10. The Home is subject to the following security interests (each, a Deed of Trust):

\_\_\_\_\_  
Name of Lienholder  
Address:

\_\_\_\_\_  
Name of Lienholder  
Address:

Original Principal  
Amount Secured: \$\_\_\_\_\_

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. 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 the title of the Home:

\_\_\_\_\_ A. The Home previously was recorded in the real property records of the jurisdiction where the Home is to be located.

\_\_\_\_\_ B. The manufacturer's certificate of origin and/or certificate of title to the Home \_\_\_\_\_ shall be \_\_\_\_\_ has been eliminated as required by applicable law.

15. This affidavit is executed by Homeowner pursuant to applicable state law. 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 property and manufactured home are located.

Loan # \_\_\_\_\_

\_\_\_\_\_  
Borrower/Homeowner Signature

\_\_\_\_\_  
Borrower/Homeowner Signature

State of West Virginia  
County of \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document:

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Official Signature of Notary      Official Seal:

\_\_\_\_\_  
Notary's printed or typed name, Notary Public

My commission expires: \_\_\_\_\_

