

APN: 007-380-510
Escrow # 05-25509-05/015-2212789

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
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2005 AUG 31 PM 4:34

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 19.00

200948

Record and Return by Mail by Pickup to:

U.S. FINANCIAL MORTGAGE CORP.
735 SUNRISE AVENUE, SUITE 210
ROSEVILLE, CALIFORNIA 95661

Loan Number: 0710011874

MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

STATE OF NEVADA)
) ss:
COUNTY OF EUREKA)

BEFORE ME, the undersigned notary public, on this day personally appeared JOHN L. BYRNE,
BARBARA R. BYRNE

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:

New 2005 Nashua Villa Plus IDA215460/IDA215459 70' X 26
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":

588 A LANE, EUREKA, NEVADA 89316
Street or Route City County State Zip Code

5. The legal description of the Property Address ("Land") is:
LOT 1 OF THE PARCEL MAP OF PARCEL NO. 2, IN GOVERNMENT
LOT 16 FOR JERRY ANDERSON, RECORDED OCTOBER 1, 1984 AS
FILE NO. 96028 FILED IN THE OFFICE OF THE COUNTY
RECORDER, EUREKA COUNTY, NEVADA, LOCATED WITHIN THE
SOUTHWEST QUARTER (SE1/4) OF SECTION 29, TOWNSHIP 20
NORTH, RANGE 53 EAST, M.D.B.&M.
A.P.N. #: 007-380-56
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.

- 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 _____ day of _____

Witness

Witness

John L. Byrne (Seal)
JOHN L. BYRNE -Borrower

Barbara R. Byrne (Seal)
BARBARA R. BYRNE -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF NEVADA)
COUNTY OF EUREKA *Churchill*) ss.:

On the *24th* day of *August* in the year *2005* before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN L. BYRNE, BARBARA R. BYRNE

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)

Ronda Plamondon

Notary Signature

Ronda Plamondon

Notary Printed Name

Notary Public; State of *Nevada*

Qualified In the County of *Churchill*

My Commission Expires: *12-10-05*

Lender's Statement of Intent:

The undersigned ("Lender") Intends that the Home be an Immovable fixture and a permanent Improvement to the Land.

U. S. FINANCIAL MORTGAGE CORP.
Lender

By: *Thomas P. Morris*
Authorized Signature

STATE OF NEVADA)
COUNTY OF ~~BUREAU~~ Churchill) ss.:

On the 23rd day of August in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared

Jim P. Morris

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)

Ronda Plamondon
Notary Signature

Ronda Plamondon
Notary Printed Name

Notary Public; State of Nevada
Qualified in the County of Churchill
My Commission Expires: 12/10/05

Drafted By: _____

File Number: 9015-2212789

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 1 of the Parcel Map of Parcel No. 2, in Government Lot 16 for Jerry Anderson, recorded October 1, 1984 as File No. 96028, filed in the Office of the County Recorder, Eureka County, Nevada, located within the Southeast Quarter (SE1/4) of Section 29, Township 20 North, Range 53 East, M.D.B. & M.

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