

THIS INSTRUMENT PREPARED BY:
This document was prepared by:
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On Q Financial
615 S. River Drive, Suite 170
Tempe, AZ 85281
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EUREKA COUNTY, NV **2021-243874**
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FIRST AMERICAN TITLE SPARKS
LISA HOEHNE, CLERK RECORDER

LOAN #: 100720136845
MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

STATE OF NV
COUNTY OF Eureka

This Manufactured Home Affidavit of Affixation is made this **2nd** day of **February, 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 **On Q Financial, Inc.**

("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:

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.

Ellie Mae, Inc.

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02/02/2021 02:48 PM PST



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

New X Used _____ Year 2020 Length 70 Width 15

Manufacturer/Make CMH

Model Name or Model No. 55CRC30704BH21

Serial No. HERO322788ORAB

Serial No. _____

Serial No. _____

Serial No. _____

HUD Label Number(s) NTA1982978 NTA1982979

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":
584 3RD ST, EUREKA

Eureka, NV 89316

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

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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 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"):

Name of Lienholder

Name of Lienholder

Address:

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. 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:

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- 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.

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.



VIRGINIA L DELBUONO (Seal)

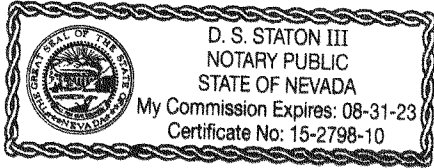
ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.



State of Nevada
County of Elko

This instrument was acknowledged before me on 2/8/2021
(date) by VIRGINIA L DELBUONO (name(s) of person(s)).

(Seal, if any)



(Signature of notarial officer)

Title (and rank): Notary Public

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.

On Q Financial, Inc.

Lender

DEANNA COBB

By: Authorized Signature

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LOAN #: 100720136845

State of _____
County of _____

This instrument was acknowledged before me on _____
(date) by VIRGINIA L DELBUONO (name(s) of person(s)).

(Seal, if any)

(Signature of notarial officer)

Title (and rank): _____

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.

On Q Financial, Inc.

Lender

Tara Taylor
By: Authorized Signature Signature Tara Taylor, VP

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Ellie Mae, Inc.



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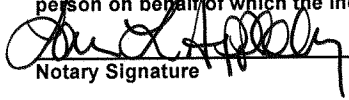
STATE OF: AZ

COUNTY OF: Maricopa

)
SS.:
)

On the 3rd day of February in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared Tara Taylor

_____ 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.


Notary Signature

Official Seal:

Laura Appleby
Notary Printed Name

Notary Public; State of AZ
Qualified in the County of Maricopa
My Commission expires: March 13, 2024



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02/03/2021 09:24 AM PST



EXHIBIT 'A'

LOT 1 OF PARCEL B AS SHOWN ON THAT CERTAIN PARCEL MAP AND RECORD OF SURVEY FOR DEVIL'S GATE CORP., FILED IN THE OFFICE OF THE COUNTY RECORDER OF EUREKA COUNTY, STATE OF NEVADA, ON OCTOBER 8, 1981, AS FILE NO. 82269, BEING A PORTION OF THE E 1/2 OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.B.&M.

