

00558193

Affidavit of Affixture B: 1100 P: 692 Fee \$18.00
Patsy Cutler Iron County Recorder Page 1 of 5
08/14/2007 11:25:05 AM By EXECUTIVE TITLE AGENCY



(To be recorded with Security Instrument)

AFFIXATION AFFIDAVIT REGARDING
MANUFACTURED (AND FACTORY BUILT) HOME

The State of UTAH)

E-0172-0001-0002
UT 095630

CARTER
Loan #: 6581
MIN: 100254100706290003

County of IRON)

Before me, the undersigned authority, on this day personally appeared **JEFFERY L CARTER AND BRENDA L CARTER, JOINT TENANTS**. known to me to be the person(s) whose name(s) is/are subscribed below, and who, being by me first dully sworn, did each on his/or her oath state as follows:

Description of Manufactured Home

Used	1997	GUERDON	CASCADE GDBOID509610061AB
New/Used	Year	Manufacturer's Name	Model Name and Model No.

XXXX *See Below		GDBOID509610061AB	
Length X Width		Serial Number	HUD #

Manufactured Home location

1402 NORTH IRON SPRINGS ROAD	IRON
Street	County

CEDAR CITY	UTAH	84720
City	State	Zip Code

*763.42X1316.25X577.87X1810.14

In addition to the covenants and agreements made in the Security Instrument, Borrower covenants and agrees as follows:

1. The manufactured home described above located at the address above is permanently affixed to a foundation and will assume the characteristic of site-built housing.

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2. The wheels, axles, tow bar, or hitch were removed when said manufactured home was placed on the permanent site.
3. All foundations, both perimeter and piers for said manufactured home have footings that are located below the frost line or in compliance with local building codes or requirements.
4. If piers are used for said manufactured home, they will be placed where said home manufacturer recommends.
5. If state law so requires, anchors for said manufactured home have been provided.
6. The manufactured home is permanently connected to a septic or sewage system and other utilities such as electricity, water and natural gas.
7. No other lien or financing affects said manufactured home or real estate, other than those disclosed in writing to Lender.
8. The foundation system of the manufactured home has been designed by an engineer, if required by state or local building codes, to meet the soil conditions of the site.
9. Borrower(s) acknowledges his or her intent that said manufactured home will become immovable property and part of the real property securing the security instrument.
10. The manufactured home will be assessed and taxed as an improvement the real property. I/We understand that if Lender does not escrow for these taxes, that I/We will be responsible for payment of such taxes.
11. If the land is being purchased, such purchase and said manufactured home represent a single real estate transaction under applicable state law.
12. Said manufactured home has been built under the Federal Manufactured Home Construction and Safety Standards that were established June 15, 1976.
13. This Affidavit is executed by Borrower(s) pursuant to applicable state law.
14. All permits required by governmental authorities have been obtained. Borrower(s) certifies that Borrower(s) is in receipt of manufacturer's recommended maintenance program regarding the carpets and manufactures warranties covering the heating/cooling system, hot water heater, range, etc... and the formaldehyde health notice.

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In Witness Whereof, Borrower(s) has executed this Affidavit in my presence and in the presence of undersigned witnesses on this 17TH day of JULY, 2007.

Jeffery L. Carter 17 July 07
- BORROWER - JEFFERY L. CARTER - DATE -

Brenda L. Carter July 17, 07
- BORROWER - BRENDA L. CARTER - DATE -

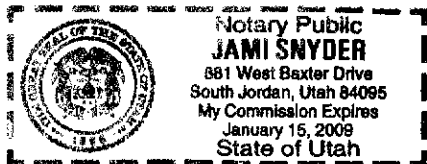
Witness
STATE OF Utah
COUNTY OF Washington

Witness

The foregoing instrument was acknowledged before me this 17 day of July, 2007 by

Jeffery L. Carter & Brenda L. Carter

, who is personally known to me (yes/no) or who provided Utah Driver License as identification.



Notary Public
Print Name: Jami Snyder
My Commission Expires: 1/15/09

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Lender's Statement of Intent:

The undersigned ("Lender") intends that the Home be an immoveable fixture and a permanent improvement to the Land.

Lender: **UTAH FINANCIAL, INC.**

By: _____
Authorized Signature

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ by _____ an agent of **UTAH FINANCIAL, INC.**, Lender, who is personally known to me or who provided _____ as identification.

Notary Public
Print Name:

My Commission Expires: *[Signature]*

Attention County Clerk: This instrument covers goods that are or are to become fixtures on the Property described herein and is to be filed for record in the records where Security Instruments on real estate are recorded. Additionally, this instrument should be appropriately indexed, not only as Security Instrument but also as a financing statement covering goods that are or are to become fixtures on the Property described herein. The mailing of the Borrower (Debtor) and Lender (Secured Party) are set forth in this instrument.

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J.C.
BC

EXHIBIT A

Beginning at a point South 89°30'15" East along the Township line 237.31 feet from the South quarter corner of Section 34, Township 35 South, Range 12 West, Salt Lake Base and Meridian; said point being also South 89°29'15" East 322.45 feet from the North quarter corner of Section 3, Township 36 South, Range 12 West, Salt Lake Base and Meridian; running thence South 89°30'15" East along said Township line 577.87 feet; thence South 1810.14 feet to the centerline of an existing 100.00 foot right-of-way for a County road; thence North 49°11'38" West along said centerline 763.42 feet; thence North 1316.25 feet to the point of beginning.

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