

**NORTH DAKOTA MANUFACTURED HOME AFFIDAVIT OF AFFIXATION**

Homeowner, being first duly sworn on oath, states as follows:

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

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New/Used Year	Model	Manufacturer’s Name	Make & Model	Manufacturer’s Serial Number	Length/Width
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Homeowner’s information and belief is that the Home was built in compliance with the federal Manufactured Home Construction and Safety Standards Act.

2. If Homeowner is the first retail buyer of the Home, Homeowner has received (i) the HUD installation standards of disclosure, (ii) the manufacturer’s warranty for the Home, (iii) the Consumer Manual for the Home, (iv) the Insulation Disclosure for the Home, and, (v) the formaldehyde health notice for the Home.
3. Homeowner is the owner of the Land described in this affidavit or has possession of the Land described in this affidavit under the terms of a recordable lease that has a term that continues for at least twenty years from this date, in which case, the consent of the lessor is attached to this Affidavit.
4. The Home is or will be located at the following Property Address:

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House No. & Street	City	County	State	Zip Code
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5. The legal description of the Property Address (“Land”) is:

6. The Home [ ] is [ ] will be anchored to the Land by attachment to a permanent foundation, in accordance with applicable federal, state and local building codes and manufacturer's specifications, and permanently connected to appropriate residential utilities such as water, gas, electricity and sewer. Homeowner intends for the Home to be a permanent improvement to the Land and real property under North Dakota law.
7. As a permanent improvement to the Land, the Home is to be assessed and taxed as real property under North Dakota law.
8. The full consideration paid for the Home before its affixation to the Land is \$\_\_\_\_\_.
9. If Homeowner is the owner of the Land, any future conveyance or financing of the Home and the Land will be a single transaction.
10. Homeowner has obtained or will obtain all permits and certifications required by governmental authorities.
11. Homeowner is not aware of (i) any claim, lien, 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, except as follows:

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12. Mark one of the following:
  - a. \_\_\_ The Home is not covered by a certificate of title. The original manufacturer's certificate of origin, issued on (date)\_\_\_\_\_ manufacturer's serial no. \_\_\_\_\_ and duly endorsed to Homeowner is annexed to this Affidavit and will be surrendered to the department of transportation.
  - b. \_\_\_ The Home is not covered by a certificate of title. After diligent search and inquiry, Homeowner is unable to produce the original manufacturer's certificate of origin for the Home. Homeowner will apply to the North Dakota Department of Transportation for a confirmation of conversion of the Home to real property.
  - c. \_\_\_ The Home is covered by certificate of title no. \_\_\_\_\_, issued on \_\_\_\_\_ . Homeowner will surrender the title to the North Dakota Department of Transportation.
  - d. \_\_\_ The Home is covered by a certificate of title. After diligent search and inquiry, Homeowner is unable to produce the certificate of title for the Home. Homeowner will apply to the North Dakota department of transportation for confirmation of the conversion of the Home to real property.

IN WITNESS WHEREOF, Homeowner has executed this Affidavit in my presence and in the presence of the undersigned witnesses on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Homeowner's Printed Name

STATE OF \_\_\_\_\_)

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

(Notary Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_