

Loan #0003657608

**LOST ASSIGNMENT OF MORTGAGE AFFIDAVIT AND
INDEMNIFICATION AGREEMENT**

STATE OF ALABAMA)
COUNTY OF SHELBY)

MORTGAGOR NAME: **KAREN ELLIS AND GEORGE M.
ELLIS, WIFE AND HUSBAND**

ORIGINAL MORTGAGEE: **HOMEGOLD, INC., A SOUTH
CAROLINA CORPORATION**

DATED: **29TH DAY OF JUNE, 2002**

RECORDED: **INSTRUMENT NUMBER 2002-38838**

THIS LOST ASSIGNMENT OF MORTGAGE AFFIDAVIT AND INDEMNIFICATION AGREEMENT (this "Agreement") is made by DEUTSCHE NATIONAL TRUST COMPANY, AS TRUSTEE FOR THE HOLDERS of CDC Mortgage Capital Trust Series 2002-HE3 to and for the benefit of FIRST AMERICAN TITLE INSURANCE COMPANY and its partners, directors, officers, agents, and employees referred to herein collectively as "First American".

WITNESSETH

WHEREAS, Deutsche National Trust Company, as trustee for the Holders of CDC Mortgage Capital Trust Series 2002-HE3 is the owner and holds all of the right, title and interest in, to and under that certain Promissory Note executed by Karen Ellis and George M. Ellis, wife and husband in favor of HomeGold, Inc., a South Carolina Corporation and dated the 29th day of June, 2002 (hereafter the "Note");

WHEREAS, an Assignment of Mortgage is used to memorialize the transfer of interest to Deutsche National Trust Company, as trustee for the Holders of CDC Mortgage Capital Trust Series 2002-HE3 , or to a predecessor in interest of Deutsche National Trust Company, as trustee for the Holders of CDC Mortgage Capital Trust Series 2002-HE3 , and is customarily caused to be recorded in the office of the Judge of Probate of the county where the subject property is located;

WHEREAS, in this instance, the Assignment of the beneficial interest of the Mortgage (hereafter the "Assignment"), as herein defined, to Deutsche National Trust Company, as trustee for the Holders of CDC Mortgage Capital Trust Series 2002-HE3 , or to a predecessor in interest of Deutsche National Trust Company, as trustee for the

Holders of CDC Mortgage Capital Trust Series 2002-HE3 was not recorded in the office of the Judge of Probate of the county where the subject property is located;

WHEREAS, Deutsche National Trust Company, as trustee for the Holders of CDC Mortgage Capital Trust Series 2002-HE3 does not have possession of the Assignment, nor does Deutsche National Trust Company, as trustee for the Holders of CDC Mortgage Capital Trust Series 2002-HE3 have knowledge regarding the whereabouts of the Assignment, and furthermore Deutsche National Trust Company, as trustee for the Holders of CDC Mortgage Capital Trust Series 2002-HE3 has used due diligence and its best efforts to locate this Assignment.

NOW THEREFORE, Deutsche National Trust Company, as trustee for the Holders of CDC Mortgage Capital Trust Series 2002-HE3 represents, warrants and covenants as follows:

1. Deutsche National Trust Company, as trustee for the Holders of CDC Mortgage Capital Trust Series 2002-HE3's Representations.

- (a.) That Matt Feeney, executing this Agreement on behalf of Deutsche National Trust Company, as trustee for the Holders of CDC Mortgage Capital Trust Series 2002-HE3, is the Document Control Officer of Deutsche National Trust Company, as trustee for the Holders of CDC Mortgage Capital Trust Series 2002-HE3 and has the power and authority to enter into this Agreement and to execute same on behalf of Deutsche National Trust Company, as trustee for the Holders of CDC Mortgage Capital Trust Series 2002-HE3 ;
- (b.) That as of the date hereof, Deutsche National Trust Company, as trustee for the Holders of CDC Mortgage Capital Trust Series 2002-HE3 is the sole owner of the Note, which is secured by that certain Mortgage recorded in Instrument Number 2002-38838 in the Office of the Judge of Probate of Shelby County (hereafter the "Mortgage");
- (c.) That it is the understanding of Deutsche National Trust Company, as trustee for the Holders of CDC Mortgage Capital Trust Series 2002-HE3 that the Assignment was duly executed and delivered by Deutsche National Trust Company, as trustee for the Holders of CDC Mortgage Capital Trust Series 2002-HE3's predecessor in interest but has been lost or misplaced, and Deutsche National Trust Company, as trustee for the Holders of CDC Mortgage Capital Trust Series 2002-HE3 has been unable to locate the Assignment despite diligent efforts to do so;

- (d.) That if the Assignment is located at any time hereafter Deutsche National Trust Company, as trustee for the Holders of CDC Mortgage Capital Trust Series 2002-HE3 shall immediately forward the Assignment to First American;
 - (e.) That Deutsche National Trust Company, as trustee for the Holders of CDC Mortgage Capital Trust Series 2002-HE3 warrants it has not assigned, pledged, sold, endorsed, or in any way transferred or hypothecated the Note or any interest therein.
2. **Indemnity.** Deutsche National Trust Company, as trustee for the Holders of CDC Mortgage Capital Trust Series 2002-HE3 shall indemnify, defend and hold harmless First American from and against any and all liability, claims, demands, losses, damages or expenses, including but not limited to, reasonable attorney's fees and costs, suffered by, incurred by or asserted against First American, or any of them, by reason of any claim by anyone that the representations and warranties set forth in Paragraph 1 hereof are false or inaccurate in any respect, or by reason of any claim that the Mortgage is unenforceable, insufficient, or impaired.
 3. **First American's Attorneys.** In the event of any litigation brought against First American which is covered by Paragraph 2 above, Deutsche National Trust Company, as trustee for the Holders of CDC Mortgage Capital Trust Series 2002-HE3 agrees that First American shall have the right, in its sole discretion, to select and retain any attorneys to advise or defend them against said litigation, and Deutsche National Trust Company, as trustee for the Holders of CDC Mortgage Capital Trust Series 2002-HE3 shall pay the reasonable attorney's fees and cost, as provided in Paragraph 2 above.
 4. **Joint and Several Liability** The obligations Deutsche National Trust Company, as trustee for the Holders of CDC Mortgage Capital Trust Series 2002-HE3 hereunder shall be joint and several.
 5. **Attorney's Fees.** In the event of any litigation between Deutsche National Trust Company, as trustee for the Holders of CDC Mortgage Capital Trust Series 2002-HE3 and First American arising out of the parties' respective rights and/or obligations under the Agreement, or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's cost and expenses of such litigation, including, without limitation, reasonable attorney's fees and cost.
 6. **Construction.** This Agreement, or any instrument to be drafted in the future, shall be construed without regard to any presumption or rule requiring construction against the party drafting said Agreement.

7. **Successors and Assigns.** This Agreement shall be binding on Deutsche National Trust Company, as trustee for the Holders of CDC Mortgage Capital Trust Series 2002-HE3, their respective heirs, executors, administrators, successors and assigns, and shall inure to the benefit of First American and its respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, Deutsche National Trust Company, as trustee for the Holders of CDC Mortgage Capital Trust Series 2002-HE3 has executed this Agreement on this _____ day of _____, 20____.

Deutsche National Trust Company, as trustee for the Holders of CDC Mortgage Capital Trust Series 2002-HE3

By: 

Its Matt Feeney
Document Control Officer

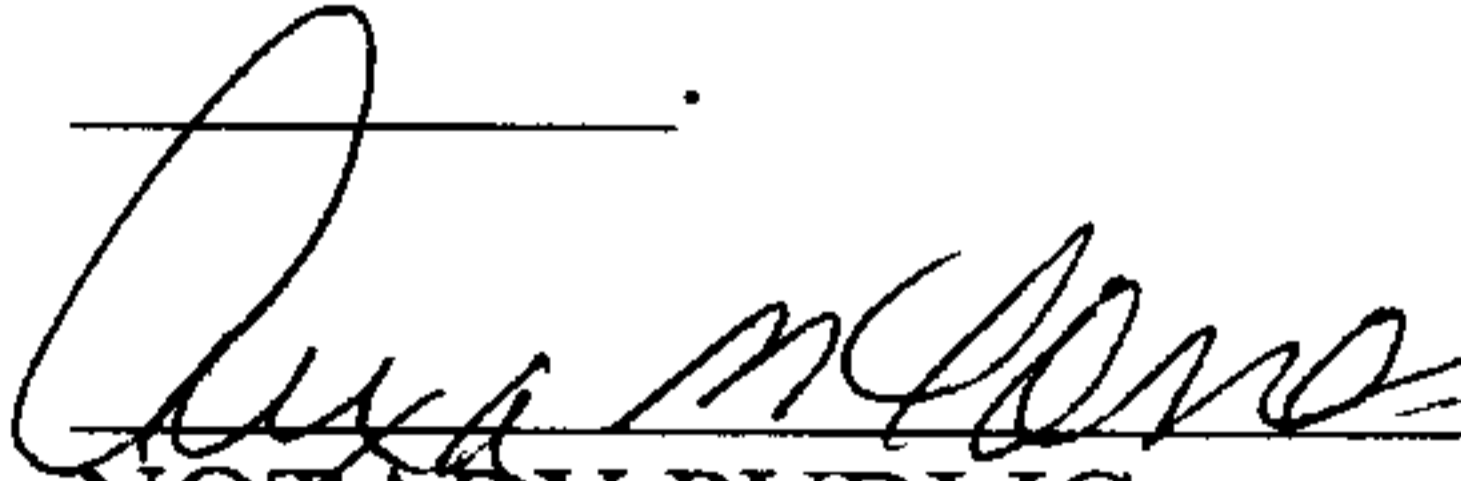
ACKNOWLEDGEMENT

STATE OF Pennsylvania)

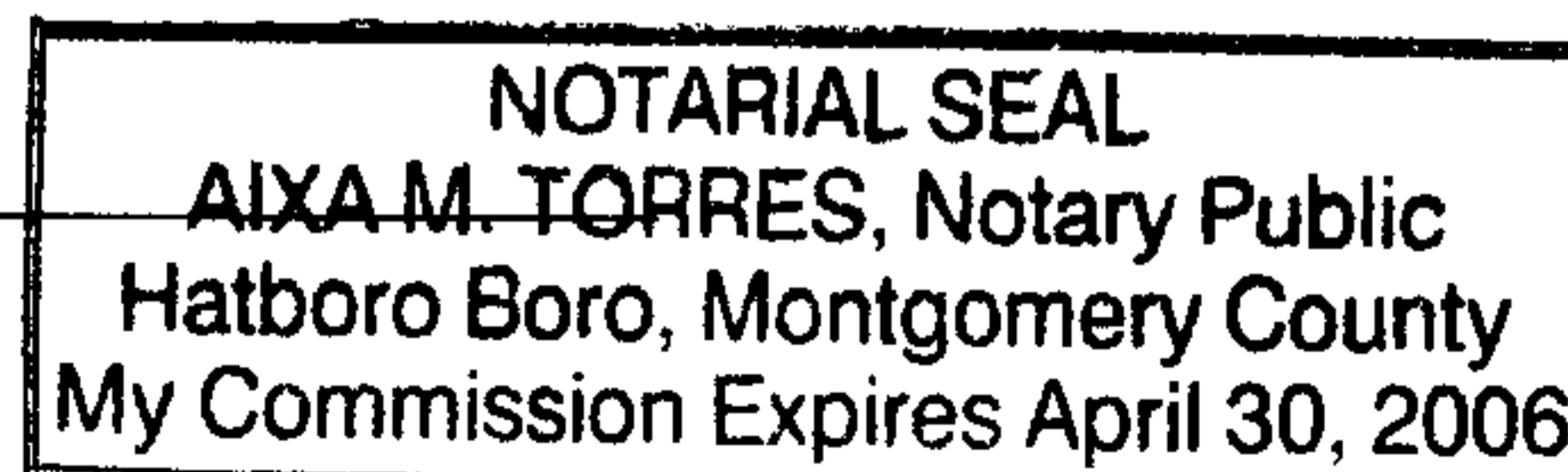
COUNTY OF Montgomery)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that _____, whose name as _____ of Deutsche National Trust Company, as trustee for the Holders of CDC Mortgage Capital Trust Series 2002-HE3, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this _____ day of _____,


NOTARY PUBLIC

My commission Expires:



This instrument prepared by:

Jerry E. Held

Sirote & Permutt, P.C.

P.O. Box 55727

Birmingham, AL 35255