

Loan #7003151557

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

STATE OF ALABAMA)
COUNTY OF SHELBY)

MORTGAGOR NAME: GARY SLAUGHTER AND ANGELA SLAUGHTER,
HUSBAND AND WIFE

ORIGINAL MORTGAGEE: FIRST FRANKLIN FINANCIAL CORPORATION

DATED: 21ST DAY OF JUNE, 1999

RECORDED: INSTRUMENT NUMBER 1999-28513

THIS LOST ASSIGNMENT OF MORTGAGE AFFIDAVIT AND INDEMNIFICATION AGREEMENT (this "Agreement") is made by LA SALLE BANK NATIONAL ASSOCIATION AS INDENTURE TRUSTEE FOR CSFB Mortgaged Backed Notes Series 2003-NP6 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, La Salle Bank National Association as indenture Trustee for CSFB Mortgaged Backed Notes Series 2003-NP6 is the owner and holds all of the right, title and interest in, to and under that certain Promissory Note executed by Gary Slaughter and Angela Slaughter, husband and wife in favor of First Franklin Financial Corporation and dated the 21st day of June, 1999 (hereafter the "Note");

WHEREAS, an Assignment of Mortgage is used to memorialize the transfer of interest to La Salle Bank National Association as indenture Trustee for CSFB Mortgaged Backed Notes Series 2003-NP6 , or to a predecessor in interest of La Salle Bank National Association as indenture Trustee for CSFB Mortgaged Backed Notes Series 2003-NP6 , 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 La Salle Bank National Association as indenture Trustee for CSFB Mortgaged Backed Notes Series 2003-NP6 , or to a predecessor in interest of La Salle Bank National Association as indenture Trustee for CSFB Mortgaged Backed Notes Series 2003-NP6 was not recorded in the office of the Judge of Probate of the county where the subject property is located;

WHEREAS, La Salle Bank National Association as indenture Trustee for CSFB Mortgaged Backed Notes Series 2003-NP6 does not have possession of the Assignment, nor does La Salle Bank National Association as indenture Trustee for CSFB Mortgaged Backed Notes Series 2003-NP6 have knowledge regarding the whereabouts of the Assignment, and furthermore La Salle Bank National Association as indenture Trustee for CSFB Mortgaged Backed Notes Series 2003-NP6 has used due diligence and its best efforts to locate this Assignment.

NOW THEREFORE, La Salle Bank National Association as indenture Trustee for CSFB Mortgaged Backed Notes Series 2003-NP6 represents, warrants and covenants as follows:

1. La Salle Bank National Association as indenture Trustee for CSFB Mortgaged Backed Notes Series 2003-NP6 represents:

- (a.) That Michael J Brandt executing this Agreement on behalf of La Salle Bank National Association as indenture Trustee for CSFB Mortgaged Backed Notes Series 2003-NP6, is the Document Control Off. of La Salle Bank National Association as indenture Trustee for CSFB Mortgaged Backed Notes Series 2003-NP6 and has the power and authority to enter into this Agreement and to execute same on behalf of La Salle Bank National Association as indenture Trustee for CSFB Mortgaged Backed Notes Series 2003-NP6 ;
- (b.) That as of the date hereof, La Salle Bank National Association as indenture Trustee for CSFB Mortgaged Backed Notes Series 2003-NP6 is the sole owner of the Note, which is secured by that certain Mortgage recorded in Instrument Number 1999-28513 in the Office of the Judge of Probate of Shelby County (hereafter the "Mortgage");
- (c.) That it is the understanding of La Salle Bank National Association as indenture Trustee for CSFB Mortgaged Backed Notes Series 2003-NP6 that the Assignment was duly executed and delivered by La Salle Bank National Association as indenture Trustee for CSFB Mortgaged Backed Notes Series 2003-NP6's predecessor in interest but has been lost or misplaced, and La Salle Bank National Association as indenture Trustee for CSFB Mortgaged Backed Notes Series 2003-NP6 has been unable to locate the Assignment despite diligent efforts to do so;
- (d.) That if the Assignment is located at any time hereafter La Salle Bank National Association as indenture Trustee for CSFB Mortgaged Backed Notes Series 2003-NP6 shall immediately forward the Assignment to First American;

- (e.) That La Salle Bank National Association as indenture Trustee for CSFB Mortgaged Backed Notes Series 2003-NP6 warrants it has not assigned, pledged, sold, endorsed, or in any way transferred or hypothecated the Note or any interest therein.
2. **Indemnity.** La Salle Bank National Association as indenture Trustee for CSFB Mortgaged Backed Notes Series 2003-NP6 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, La Salle Bank National Association as indenture Trustee for CSFB Mortgaged Backed Notes Series 2003-NP6 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 La Salle Bank National Association as indenture Trustee for CSFB Mortgaged Backed Notes Series 2003-NP6 shall pay the reasonable attorney's fees and cost, as provided in Paragraph 2 above.
 4. **Joint and Several Liability** The obligations La Salle Bank National Association as indenture Trustee for CSFB Mortgaged Backed Notes Series 2003-NP6 hereunder shall be joint and several.
 5. **Attorney's Fees.** In the event of any litigation between La Salle Bank National Association as indenture Trustee for CSFB Mortgaged Backed Notes Series 2003-NP6 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 La Salle Bank National Association as indenture Trustee for CSFB Mortgaged Backed Notes Series 2003-NP6, 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, La Salle Bank National Association as indenture Trustee for CSFB Mortgaged Backed Notes Series 2003-NP6 has executed this Agreement on this 23rd day of July, 2003.

La Salle Bank National Association as indenture Trustee for CSFB Mortgaged Backed Notes Series 2003-NP6
By: [Signature]

Its Michael J. Brandt
Document Control Officer

ACKNOWLEDGEMENT

STATE OF Pennsylvania)

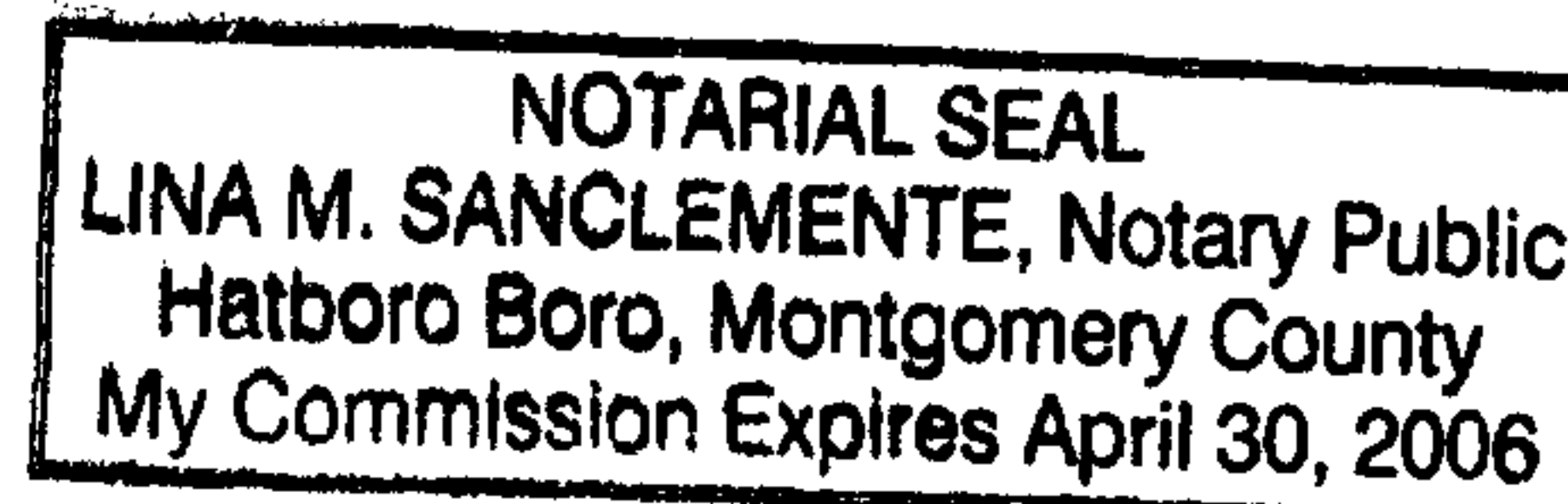
COUNTY OF Montgomery)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Michael J. Brandt, whose name as Document Control Officer of La Salle Bank National Association as indenture Trustee for CSFB Mortgaged Backed Notes Series 2003-NP6, 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 23rd day of July, 2003.

NOTARY PUBLIC

My commission Expires:



This instrument prepared by:
Jerry E. Held
Sirote & Permutt, P.C.
P.O. Box 55727
Birmingham, AL 35255