



**00081607029MN35**

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

**STATE OF ALABAMA )**  
**COUNTY OF SHELBY )**

**MORTGAGOR NAME: DEBRA L. WILSON AND MICKEY L. WILSON, MARRIED**

**ORIGINAL MORTGAGEE: AMERISAVE MORTGAGE CORPORATION**

**DATED: 16TH DAY OF MARCH, 2005**

**RECORDED: INSTRUMENT #20050324000133440**

THIS LOST ASSIGNMENT OF MORTGAGE AFFIDAVIT AND INDEMNIFICATION AGREEMENT (this “Agreement”) is made by COUNTRYWIDE HOME LOANS, INC. and BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATE Holders of CWABS 2005-07 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**, Bank of New York, as Trustee for the Certificate Holders of CWABS 2005-07 is the owner and holds all of the right, title and interest in, to and under that certain Promissory Note executed by Debra L. Wilson and Mickey L. Wilson, as joint tenants with right of survivorship, married in favor of AmeriSave Mortgage Corporation and dated the 16th day of March, 2005 (hereafter the “Note”);

**WHEREAS**, an Assignment of Mortgage is used to memorialize the transfer of interest to Bank of New York, as Trustee for the Certificate Holders of CWABS 2005-07 , or to a predecessor in interest of Bank of New York, as Trustee for the Certificate Holders of CWABS 2005-07 , 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 Bank of New York, as Trustee for the Certificate Holders of CWABS 2005-07 , or to a predecessor in interest of Bank of New York, as Trustee for the Certificate Holders of CWABS 2005-07 was not recorded in the office of the Judge of Probate of the county where the subject property is located:



**WHEREAS**, Bank of New York, as Trustee for the Certificate Holders of CWABS 2005-07 does not have possession of the Assignment, nor does Bank of New York, as Trustee for the Certificate Holders of CWABS 2005-07 have knowledge regarding the whereabouts of the Assignment, and furthermore Bank of New York, as Trustee for the Certificate Holders of CWABS 2005-07 has used due diligence and its best efforts to locate this Assignment.

**NOW THEREFORE**, Countrywide Home Loans, Inc. and Bank of New York, as Trustee for the Certificate Holders of CWABS 2005-07 represents, warrants and covenants as follows:

1. **Bank of New York, as Trustee for the Certificate Holders of CWABS 2005-07 represents:**

- (a.) That Jennifer Turner, executing this Agreement on behalf of Bank of New York, as Trustee for the Certificate Holders of CWABS 2005-07, is the Assistant V.P. of Countrywide Home Loans, Inc. in its corporate capacity as such Agreement applies directly to Countrywide Home Loans, Inc. and as attorney-in-fact for Bank of New York, as Trustee for the Certificate Holders of CWABS 2005-07 and has the power and authority to enter into this Agreement and to execute same on behalf of Bank of New York, as Trustee for the Certificate Holders of CWABS 2005-07 ;
- (b.) That as of the date hereof, Bank of New York, as Trustee for the Certificate Holders of CWABS 2005-07 is the sole owner of the Note, which is secured by that certain Mortgage recorded in Instrument #20050324000133440 in the Office of the Judge of Probate of Shelby County (hereafter the "Mortgage");
- (c.) That it is the understanding of Bank of New York, as Trustee for the Certificate Holders of CWABS 2005-07 that the Assignment was duly executed and delivered by Bank of New York, as Trustee for the Certificate Holders of CWABS 2005-07's predecessor in interest but has been lost or misplaced, and Bank of New York, as Trustee for the Certificate Holders of CWABS 2005-07 has been unable to locate the Assignment despite diligent efforts to do so;
- (d.) That if the Assignment is located at any time hereafter Bank of New York, as Trustee for the Certificate Holders of CWABS 2005-07 shall immediately forward the Assignment to First American;



- (e.) That Bank of New York, as Trustee for the Certificate Holders of CWABS 2005-07 warrants it has not assigned, pledged, sold, endorsed, or in any way transferred or hypothecated the Note or any interest therein.
2. **Indemnity.** Countrywide Home Loans, Inc. and Bank of New York, as Trustee for the Certificate Holders of CWABS 2005-07 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, Countrywide Home Loans, Inc. and Bank of New York, as Trustee for the Certificate Holders of CWABS 2005-07 agree 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 Countrywide Home Loans, Inc. and Bank of New York, as Trustee for the Certificate Holders of CWABS 2005-07 shall pay the reasonable attorney's fees and cost, as provided in Paragraph 2 above.
  4. **Joint and Several Liability** The obligations of Countrywide Home Loans, Inc. and Bank of New York, as Trustee for the Certificate Holders of CWABS 2005-07 hereunder shall be joint and several.
  5. **Attorney's Fees.** In the event of any litigation by and among Countrywide Home Loans, Inc., Bank of New York, as Trustee for the Certificate Holders of CWABS 2005-07 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 Countrywide Home Loans, Inc. and Bank of New York, as Trustee for the Certificate Holders of CWABS 2005-07, 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**, Countrywide Home Loans, Inc. and Bank of New York, as Trustee for the Certificate Holders of CWABS 2005-07 has caused this instrument to be executed by Jennifer Turner an officer of Countrywide Home Loans, Inc. in its corporate capacity as such Agreement applies directly to Countrywide Home Loans, Inc. and as attorney-in-fact for Bank of New York, as Trustee for the Certificate Holders of CWABS 2005-07 pursuant to that certain Power of Attorney attached hereto as Exhibit A. This instrument is executed on this the 26 day of April, 2006.

Executed by Countrywide Home Loans, Inc. in its corporate capacity as such Agreement applies directly to Countrywide Home Loans, Inc. and as attorney-in-fact for Bank of New York, as Trustee for the Certificate Holders of CWABS 2005-07

By: [Signature]

Its Assistant Vice President

This instrument prepared by:

Ginny Rutledge

Sirote & Permutt, P.C.

P.O. Box 55727

Birmingham, AL 35255



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Shelby Cnty Judge of Probate, AL  
05/08/2006 12:38:06PM FILED/CERT

ACKNOWLEDGEMENT

STATE OF Texas

COUNTY OF Collin

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jennifer Turner, whose name as Assistant Vice President of Countrywide Home Loans, Inc. in its corporate capacity as such Agreement applies directly to Countrywide Home Loans, Inc. and as attorney-in-fact for Bank of New York, as Trustee for the Certificate Holders of CWABS 2005-07, a corporation, is signed to the foregoing conveyance, 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, and acting in its capacity as attorney-in-fact as aforesaid.

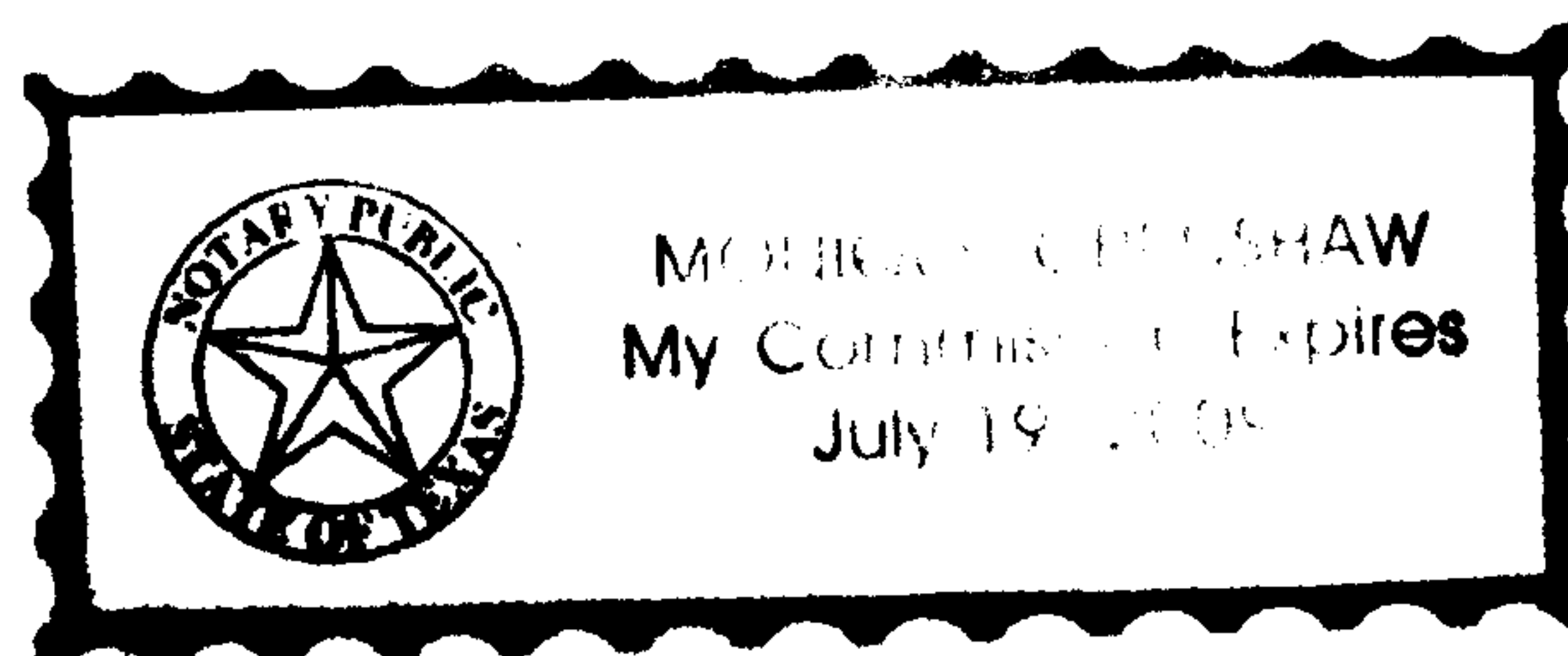
Given under my hand and official seal, this the 26 day of April, 2006.

Monique C. Shaw

NOTARY PUBLIC

My Commission expires: 7/19/09

AFFIX SEAL



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Shelby Cnty Judge of Probate, AL  
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## POWER OF ATTORNEY

The undersigned, as Trustee under the Pooling and Servicing Agreements (as defined below) hereby constitutes and appoints Countrywide Home Loans Servicing LP and its authorized officers (collectively, "CHL Servicing") and each of them, its true and lawful attorneys-in-fact and agents, with full powers of substitution and resubstitution, for and in its name, place and stead, in any and all capacities, for the limited purpose of executing and recording any and all documents necessary to effect (i) a foreclosure of a Mortgage Loan, (ii) the disposition of an REO Property, (iii) an assumption agreement or modification agreement or supplement to the Mortgage Note, Mortgage, or deed of trust, and (iv) a reconveyance, deed of reconveyance or release or satisfaction of mortgage or such instrument releasing the lien of a Mortgage in connection with the transactions contemplated in those certain Pooling and Servicing Agreements (the "Pooling and Servicing Agreement") by and among the undersigned, CHL Servicing, CHL, and CWMBS, Inc. The undersigned also grants unto said attorneys-in-fact and agents, and each of them, the full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as might or could be done in person to effect items (i), (ii) and (iii) above, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof. Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Pooling and Servicing Agreements.

THE BANK OF NEW YORK, as Trustee

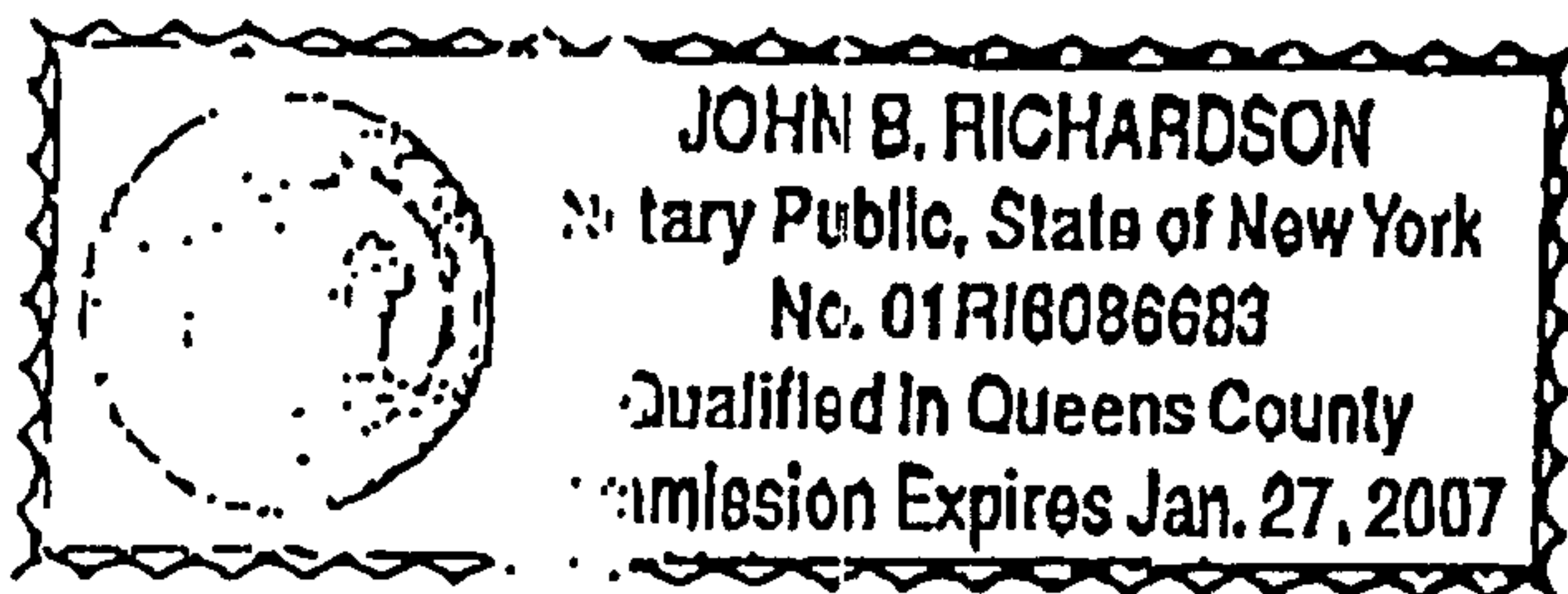
By: Courtney A. Bartholomew

Its: Vice President

On the 24th of July, 2003, before me, John Richardson, personally appeared Courtney A. Bartholomew, Vice President of The Bank of New York, as Trustee personally known to me to be the person whose name is subscribed hereon and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature hereon, is authorized to execute this instrument on behalf of The Bank of New York, as Trustee.

Witness my hand and official seal.

John Richardson  
Notary Public



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Shelby Cnty Judge of Probate, AL  
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