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Shelby Cnty Judge of Probate, AL
01/28/2004 13:24:00 FILED/CERTIFIED

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LOST ASSIGNMENT OF MORTGAGE AFFIDAVIT AND INDEMNIFICATION AGREEMENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

MORTGAGOR NAME: IRENE CARNAHAN AND SPOUSE WILLIAM CARNAHAN

ORIGINAL MORTGAGEE: COATS & CO., INC.

DATED: 11TH DAY OF JANUARY, 2002

RECORDED: INSTRUMENT NUMBER 2002-07864

THIS LOST ASSIGNMENT OF MORTGAGE AFFIDAVIT AND INDEMNIFICATION AGREEMENT (this “Agreement”) is made by THE BANK OF NEW YORK AS TRUSTEE, FOR THE CERTIFICATE HOLDERS of the Repperforming Loan Remic Trust Certificates, Series 2003-R3 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, The Bank of New York as Trustee, for the Certificate Holders of the Reperforming Loan Remic Trust Certificates, Series 2003-R3 is the owner and holds all of the right, title and interest in, to and under that certain Promissory Note executed by Irene Carnahan and spouse William Carnahan in favor of Coats & Co., Inc. and dated the 11th day of January, 2002 (hereafter the “Note”);

WHEREAS, an Assignment of Mortgage is used to memorialize the transfer of interest to The Bank of New York as Trustee, for the Certificate Holders of the Reperforming Loan Remic Trust Certificates, Series 2003-R3 , or to a predecessor in interest of The Bank of New York as Trustee, for the Certificate Holders of the Reperforming Loan Remic Trust Certificates, Series 2003-R3 , 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 The Bank of New York as Trustee, for the Certificate Holders of the Reperforming Loan Remic Trust Certificates, Series 2003-R3 , or to a predecessor in interest of The Bank of New York as Trustee, for the Certificate Holders of the Reperforming Loan Remic Trust Certificates, Series 2003-R3 was not recorded in the office of the Judge of Probate of the county where the subject property is located;

WHEREAS, The Bank of New York as Trustee, for the Certificate Holders of the Reperforming Loan Remic Trust Certificates, Series 2003-R3 does not have possession of the Assignment, nor does The Bank of New York as Trustee, for the Certificate Holders of the Reperforming Loan Remic Trust Certificates, Series 2003-R3 have knowledge regarding the

whereabouts of the Assignment, and furthermore The Bank of New York as Trustee, for the Certificate Holders of the Reperforming Loan Remic Trust Certificates, Series 2003-R3 has used due diligence and its best efforts to locate this Assignment.

NOW THEREFORE, The Bank of New York as Trustee, for the Certificate Holders of the Reperforming Loan Remic Trust Certificates, Series 2003-R3 represents, warrants and covenants as follows:

1. **The Bank of New York as Trustee, for the Certificate Holders of the Reperforming Loan Remic Trust Certificates, Series 2003-R3 represents:**

- (a.) That David Sunlin, executing this Agreement on behalf of The Bank of New York as Trustee, for the Certificate Holders of the Reperforming Loan Remic Trust Certificates, Series 2003-R3, is the Vice President of The Bank of New York as Trustee, for the Certificate Holders of the Reperforming Loan Remic Trust Certificates, Series 2003-R3 and has the power and authority to enter into this Agreement and to execute same on behalf of The Bank of New York as Trustee, for the Certificate Holders of the Reperforming Loan Remic Trust Certificates, Series 2003-R3 ;
- (b.) That as of the date hereof, The Bank of New York as Trustee, for the Certificate Holders of the Reperforming Loan Remic Trust Certificates, Series 2003-R3 is the sole owner of the Note, which is secured by that certain Mortgage recorded in Instrument Number 2002-07864 in the Office of the Judge of Probate of Shelby County (hereafter the "Mortgage");
- (c.) That it is the understanding of The Bank of New York as Trustee, for the Certificate Holders of the Reperforming Loan Remic Trust Certificates, Series 2003-R3 that the Assignment was duly executed and delivered by The Bank of New York as Trustee, for the Certificate Holders of the Reperforming Loan Remic Trust Certificates, Series 2003-R3's predecessor in interest but has been lost or misplaced, and The Bank of New York as Trustee, for the Certificate Holders of the Reperforming Loan Remic Trust Certificates, Series 2003-R3 has been unable to locate the Assignment despite diligent efforts to do so;
- (d.) That if the Assignment is located at any time hereafter The Bank of New York as Trustee, for the Certificate Holders of the Reperforming Loan Remic Trust Certificates, Series 2003-R3 shall immediately forward the Assignment to First American;
- (e.) That The Bank of New York as Trustee, for the Certificate Holders of the Reperforming Loan Remic Trust Certificates, Series 2003-R3 warrants it has not assigned, pledged, sold, endorsed, or in any way transferred or hypothecated the Note or any interest therein.

2. **Indemnity.** The Bank of New York as Trustee, for the Certificate Holders of the Reperforming Loan Remic Trust Certificates, Series 2003-R3 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, The Bank of New York as Trustee, for the Certificate Holders of the Reperforming Loan Remic Trust Certificates, Series 2003-R3 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 The Bank of New York as Trustee, for the Certificate Holders of the Reperforming Loan Remic Trust Certificates, Series 2003-R3 shall pay the reasonable attorney's fees and cost, as provided in Paragraph 2 above.
4. **Joint and Several Liability** The obligations The Bank of New York as Trustee, for the Certificate Holders of the Reperforming Loan Remic Trust Certificates, Series 2003-R3 hereunder shall be joint and several.
5. **Attorney's Fees.** In the event of any litigation between The Bank of New York as Trustee, for the Certificate Holders of the Reperforming Loan Remic Trust Certificates, Series 2003-R3 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 The Bank of New York as Trustee, for the Certificate Holders of the Reperforming Loan Remic Trust Certificates, Series 2003-R3, 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, The Bank of New York as Trustee, for the Certificate Holders of the Reperforming Loan Remic Trust Certificates, Series 2003-R3 has caused this instrument to be executed by David Sunlin an officer of Countrywide Home Loans, as attorney-in-fact for The Bank of New York as Trustee, for the Certificate Holders of the Reperforming Loan Remic Trust Certificates, Series 2003-R3 to that certain Power of Attorney attached hereto as Exhibit A. This instrument is executed on this the 15 day of January, 2004.

The Bank of New York as Trustee, for the Certificate Holders of the Reperforming Loan Remic Trust Certificates, Series 2003-R3

By: David Sunlin

DAVID SUNLIN VICE PRESIDENT

Its _____

Countrywide Home Loans

Attorney in Fact for The Bank of New York as Trustee, for the Certificate Holders of the Reperforming Loan Remic Trust Certificates, Series 2003-R3

This instrument prepared by:

Jerry E. Held

Sirote & Permutt, P.C.

P.O. Box 55727

Birmingham, AL 35255

ACKNOWLEDGEMENT

STATE OF Texas

COUNTY OF Collin

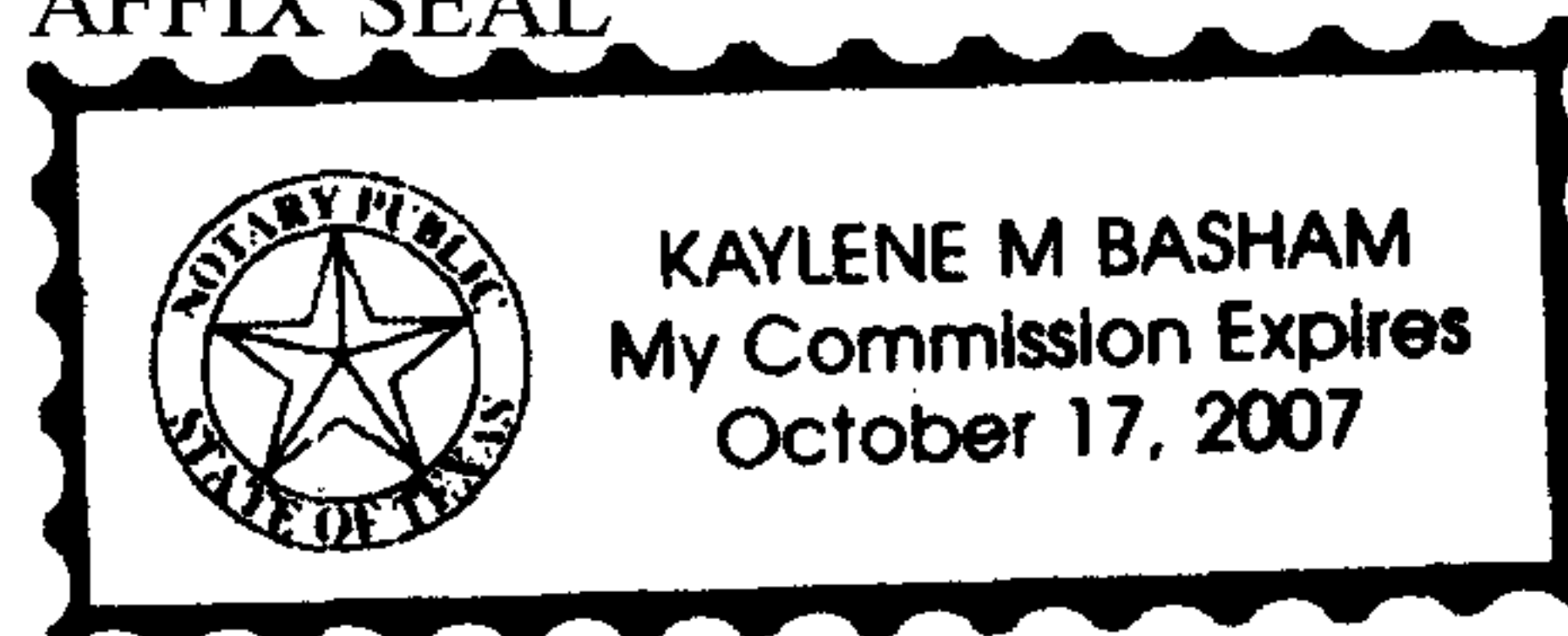
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **DAVID SUNLIN VICE PRESIDENT**, whose name as _____ of Countrywide Home Loans, as Attorney in Fact for The Bank of New York as Trustee, for the Certificate Holders of the Reperforming Loan Remic Trust Certificates, Series 2003-R3, 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, action in its capacity as Attorney in Fact as aforesaid.

Given under my hand and official seal, this the 15 day of January, 2004.

Kaylene M Basham
NOTARY PUBLIC

My Commission expires: 10/17/07

AFFIX SEAL



POWER OF ATTORNEY

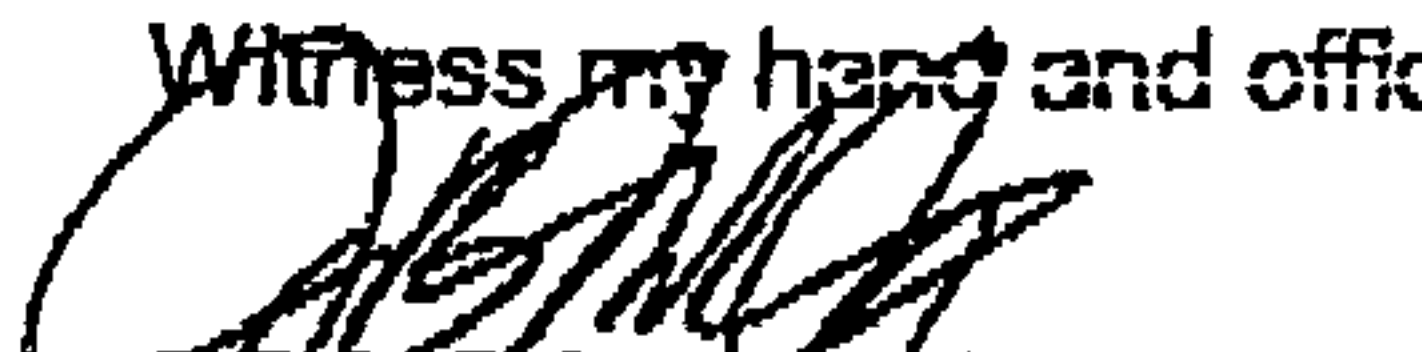
The undersigned, as Trustee under the Pooling and Servicing Agreements (as defined below) hereby constitutes and appoints Countrywide Home Loans Servicing LP and its authorized officers (collectively, "CHL Servicing") and each of them, its true and lawful attorneys-in-fact and agents, with full powers 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. BartholomewIts: 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 who 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.


Notary Public