

### LOST NOTE AFFIDAVIT

This Affidavit is made as of **APRIL 13, 2004**, by **FIRST MERIT BANK, N.A.**, having an address at **4455 HILLS & DALES - CANTON, OH 44708**, Holder in favor of:

**VANDERBILT MORTGAGE AND FINANCE, INC.** Purchaser.

WHEREAS, **CHRISTIE L. HYDE** executed a certain Promissory Note dated **NOVEMBER 1996**, in the original principal amount of **\$27,587.00** in favor of **FIRST MERIT BANK, N.A.**;

WHEREAS, the Original Note has been misplaced by Holder and the same cannot be located despite diligent search attempts; and

WHEREAS, the Original Note has been sold by Holder to Purchaser pursuant to that certain Asset Purchase and Sale Agreement by and between Holder and Purchaser.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Holder hereby agrees as follows:

1. Holder represents and warrants that the Original Note has not been transferred, assigned, pledged, endorsed, negotiated, or otherwise hypothecated to any party and Holder further covenants to Purchaser that in no event will Holder transfer, assign, pledge, endorse, negotiate, or otherwise hypothecate the Original Note to any other party.
2. In the event the Original Note is found or otherwise comes into Holder's possession, then Holder shall promptly deliver the same to Purchaser.
3. In the event Holder violates any of the foregoing representations, warranties, covenants, or agreements or in the event that Purchaser suffers any loss or liability resulting from the failure of Holder to deliver the Original Note to Purchaser, then Holder shall indemnify and hold Purchaser harmless from and against any and all demands, actions, causes of action, suits, controversies, claims, losses, liabilities, costs, and expenses (including, without limitation, reasonable attorney's fees and costs) which may be suffered or incurred by Purchaser as a result of such breach or failure to deliver the Original Note.

This Agreement is executed as of the date first above written, shall inure to the benefit of and shall be binding upon, as applicable, the successors, transferees and assigns of the parties hereto.

**FIRST MERIT BANK, N.A.**

By: *Janet S. Lemmons*  
**JANET S. LEMMONS, AGENT**

*Nick Debari*

**NICK DEBARI**

My commission expires: **11-13-06**

**ACCT# 906457**

