20050816000421780 1/5 \$24.00 Shelby Cnty Judge of Probate, AL 08/16/2005 01:45:28PM FILED/CERT

00035261300MN35

LOST ASSIGNMENT OF MORTGAGE AFFIDAVIT AND INDEMNIFICATION AGREEMENT

STATE OF ALABAMA	
COUNTY OF SHELBY	
MORTGAGOR NAME:	MARTIN G. SCHWACHA, A
	MARRIED MAN AND VICKI L.
	SCHWACHA, A MARRIED WOMA
	HUSBAND AND WIFE
ORIGINAL MORTGAGEE:	ARGENT MORTGAGE COMPANY
	LLC
DATED:	19TH DAY OF MAY, 2004
RECORDED:	

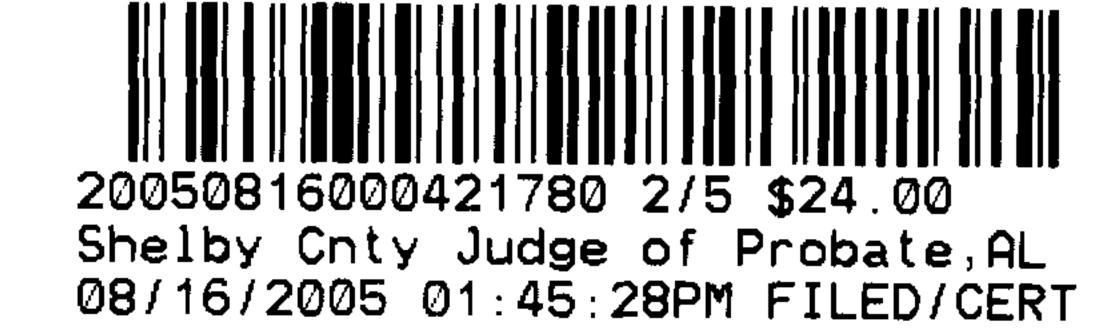
THIS LOST ASSIGNMENT OF MORTGAGE AFFIDAVIT AND INDEMNIFICATION AGREEMENT (this "Agreement") is made by COUNTRYWIDE HOME LOANS, INC. and DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEEon behalf of the Certificate Holders of GS Mortgage Securities Corp., GSAMP Trust 2004-AR2 Mortgage Pass Through Certificates, Series 2004-AR2 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 Bank National Trust Company, as trusteeon behalf of the Certificate Holders of GS Mortgage Securities Corp., GSAMP Trust 2004-AR2 Mortgage Pass Through Certificates, Series 2004-AR2 is the owner and holds all of the right, title and interest in, to and under that certain Promissory Note executed by Martin G. Schwacha, a married man and Vicki L. Schwacha, a married woman, husband and wife in favor of Argent Mortgage Company, LLC and dated the 19th day of May, 2004 (hereafter the "Note");

WHEREAS, an Assignment of Mortgage is used to memorialize the transfer of interest to Deutsche Bank National Trust Company, as trusteeon behalf of the Certificate Holders of GS Mortgage Securities Corp., GSAMP Trust 2004-AR2 Mortgage Pass Through Certificates, Series 2004-AR2, or to a predecessor in interest of Deutsche Bank National Trust Company, as trusteeon behalf of the Certificate Holders of GS Mortgage Securities Corp., GSAMP Trust 2004-AR2 Mortgage Pass Through Certificates, Series 2004-AR2, 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 Bank National Trust Company, as trusteeon behalf of the Certificate Holders of GS Mortgage Securities Corp., GSAMP Trust 2004-AR2 Mortgage Pass Through Certificates, Series 2004-AR2, or to a predecessor in interest of Deutsche Bank National Trust Company, as trusteeon behalf of the Certificate Holders of GS



Mortgage Securities Corp., GSAMP Trust 2004-AR2 Mortgage Pass Through Certificates, Series 2004-AR2 was not recorded in the office of the Judge of Probate of the county where the subject property is located;

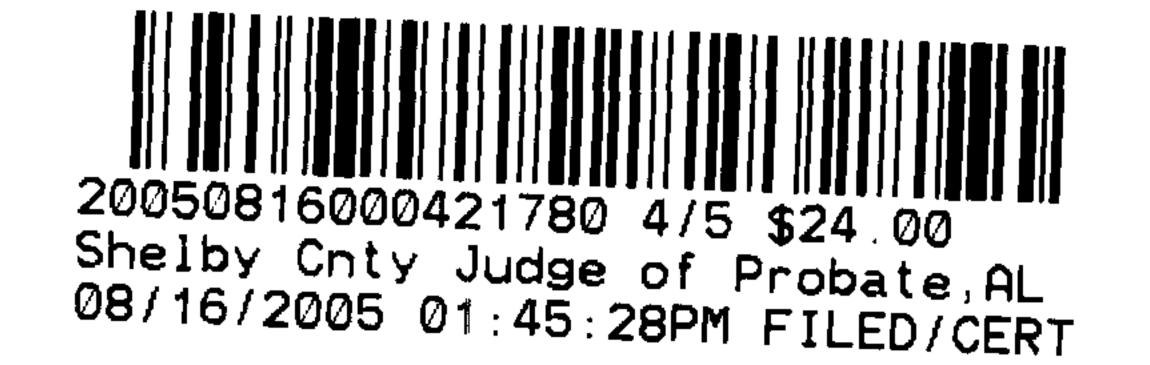
WHEREAS, Deutsche Bank National Trust Company, as trusteeon behalf of the Certificate Holders of GS Mortgage Securities Corp., GSAMP Trust 2004-AR2 Mortgage Pass Through Certificates, Series 2004-AR2 does not have possession of the Assignment, nor does Deutsche Bank National Trust Company, as trusteeon behalf of the Certificate Holders of GS Mortgage Securities Corp., GSAMP Trust 2004-AR2 Mortgage Pass Through Certificates, Series 2004-AR2 have knowledge regarding the whereabouts of the Assignment, and furthermore Deutsche Bank National Trust Company, as trusteeon behalf of the Certificate Holders of GS Mortgage Securities Corp., GSAMP Trust 2004-AR2 Mortgage Pass Through Certificates, Series 2004-AR2 has used due diligence and its best efforts to locate this Assignment.

NOW THEREFORE, Countrywide Home Loans, Inc. and Deutsche Bank National Trust Company, as trusteeon behalf of the Certificate Holders of GS Mortgage Securities Corp., GSAMP Trust 2004-AR2 Mortgage Pass Through Certificates, Series 2004-AR2 represents, warrants and covenants as follows:

- 1. Deutsche Bank National Trust Company, as trusteeon behalf of the Certificate Holders of GS Mortgage Securities Corp., GSAMP Trust 2004-AR2 Mortgage Pass Through Certificates, Series 2004-AR2 represents:
 - That Cracy Anderson executing this Agreement on behalf of Deutsche Bank National Trust Company, as trusteeon behalf of the Certificate Holders of GS Mortgage Securities Corp., GSAMP Trust 2004-AR2 Mortgage Pass Through Certificates, Series 2004-AR2, is the Nice Version 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 Deutsche Bank National Trust Company, as trusteeon behalf of the Certificate Holders of GS Mortgage Securities Corp., GSAMP Trust 2004-AR2 Mortgage Pass Through Certificates, Series 2004-AR2 and has the power and authority to enter into this Agreement and to execute same on behalf of Deutsche Bank National Trust Company, as trusteeon behalf of the Certificate Holders of GS Mortgage Securities Corp., GSAMP Trust 2004-AR2 Mortgage Pass Through Certificates, Series 2004-AR2;
 - (b.) That as of the date hereof, Deutsche Bank National Trust Company, as trusteeon behalf of the Certificate Holders of GS Mortgage Securities Corp., GSAMP Trust 2004-AR2 Mortgage Pass Through Certificates, Series 2004-AR2 is the sole owner of the Note, which is secured by that certain Mortgage recorded in Instrument 20040604000300870 in the Office of the Judge of Probate of Shelby County (hereafter the "Mortgage");
 - (c.) That it is the understanding of Deutsche Bank National Trust Company, as trusteeon behalf of the Certificate Holders of GS Mortgage Securities Corp., GSAMP Trust 2004-AR2 Mortgage Pass Through Certificates, Series 2004-AR2 that the Assignment was duly executed and delivered by Deutsche Bank National Trust Company, as trusteeon behalf of the

Certificate Holders of GS Mortgage Securities Corp., GSAMP Trust 2004-AR2 Mortgage Pass Through Certificates, Series 2004-AR2's predecessor in interest but has been lost or misplaced, and Deutsche Bank National Trust Company, as trusteeon behalf of the Certificate Holders of GS Mortgage Securities Corp., GSAMP Trust 2004-AR2 Mortgage Pass Through Certificates, Series 2004-AR2 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 Bank National Trust Company, as trusteeon behalf of the Certificate Holders of GS Mortgage Securities Corp., GSAMP Trust 2004-AR2 Mortgage Pass Through Certificates, Series 2004-AR2 shall immediately forward the Assignment to First American;
- (e.) That Deutsche Bank National Trust Company, as trusteeon behalf of the Certificate Holders of GS Mortgage Securities Corp., GSAMP Trust 2004-AR2 Mortgage Pass Through Certificates, Series 2004-AR2 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 Deutsche Bank National Trust Company, as trusteeon behalf of the Certificate Holders of GS Mortgage Securities Corp., GSAMP Trust 2004-AR2 Mortgage Pass Through Certificates, Series 2004-AR2 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 Deutsche Bank National Trust Company, as trusteeon behalf of the Certificate Holders of GS Mortgage Securities Corp., GSAMP Trust 2004-AR2 Mortgage Pass Through Certificates, Series 2004-AR2 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 Deutsche Bank National Trust Company, as trusteeon behalf of the Certificate Holders of GS Mortgage Securities Corp., GSAMP Trust 2004-AR2 Mortgage Pass Through Certificates, Series 2004-AR2 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 Deutsche Bank National Trust Company, as trusteeon behalf of the Certificate Holders of GS Mortgage Securities Corp., GSAMP Trust 2004-AR2 Mortgage Pass Through Certificates, Series 2004-AR2 hereunder shall be joint and several.
- 5. Attorney's Fees. In the event of any litigation by and among Countrywide Home Loans, Inc., Deutsche Bank National Trust Company, as trusteeon behalf



of the Certificate Holders of GS Mortgage Securities Corp., GSAMP Trust 2004-AR2 Mortgage Pass Through Certificates, Series 2004-AR2 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 Deutsche Bank National Trust Company, as trusteeon behalf of the Certificate Holders of GS Mortgage Securities Corp., GSAMP Trust 2004-AR2 Mortgage Pass Through Certificates, Series 2004-AR2, 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 Deutsche Bank National Trust Company, as trusteeon behalf of the Certificate Holders of GS Mortgage Securities Corp., GSAMP Trust 2004-AR2 Mortgage Pass Through Certificates, Series 2004-AR2 has caused this instrument to be executed by GRAIG ANDERSON, VICE PRESIDENT 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 Deutsche Bank National Trust Company, as trusteeon behalf of the Certificate Holders of GS Mortgage Securities Corp., GSAMP Trust 2004-AR2 Mortgage Pass Through Certificates, Series 2004-AR2 pursuant to that certain Power of Attorney attached hereto as Exhibit A. This instrument is executed on this the 15 day of Quality , 2005.

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 Deutsche Bank National Trust Company, as trusteeon behalf of the Certificate Holders of GS Mortgage Securities Corp., GSAMP Trust 2004-AR2 Mortgage Pass Through Certificates, Series 2004-AR2

By:	. 11	
GRAIG ANDER	SON, VICE PRESIDENT	
Its		

This instrument prepared by:
Ginny Rutledge
Sirote & Permutt, P.C.
P.O. Box 55727
Birmingham, AL 35255

20050816000421780 5/5 \$24.00 Shelby Cnty Judge of Probate, AL 08/16/2005 01:45:28PM FILED/CERT

ACKNOWLEDGEMENT

STATE OF	<u>e4a)</u>
COUNTY OF	(10)lin

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that whose name as Countrywide Home Loans, Inc. in its corporate capacity as such Agreement applies directly to Countrywide Home Loans, Inc. and as attorney-in-fact for Deutsche Bank National Trust Company, as trusteeon behalf of the Certificate Holders of GS Mortgage Securities Corp., GSAMP Trust 2004-AR2 Mortgage Pass Through Certificates, Series 2004-AR2, 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 15 day of Ququst

4chelle Dudley NOTARY PUBLIC

My Commission expires:

AFFIX SEAL

