

Loan #1000767450

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

STATE OF ALABAMA)
COUNTY OF SHELBY)

MORTGAGOR NAME: **CLIFFORD A. TRUMBLY AND BALEY
BRANTLEY TRUMBLY, HUSBAND
AND WIFE**

ORIGINAL MORTGAGEE: **PREMIER MORTGAGE FUNDING, A
CORPORATION**

DATED: **7TH DAY OF FEBRUARY, 2005**

RECORDED: **INSTRUMENT NO. 20050222000085620**

THIS LOST ASSIGNMENT OF MORTGAGE AFFIDAVIT AND INDEMNIFICATION AGREEMENT (this "Agreement") is made by DEUTSCHE BANK NATIONAL TRUST COMPANY, AS Indenture Trustee for New Century Home Equity Loan Trust 2005-2 to and for the benefit of FIDELITY NATIONAL TITLE INSURANCE COMPANY and its partners, directors, officers, agents, and employees referred to herein collectively as "Fidelity".

WITNESSETH

WHEREAS, Deutsche Bank National Trust Company, as Indenture Trustee for New Century Home Equity Loan Trust 2005-2 is the owner and holds all of the right, title and interest in, to and under that certain Promissory Note executed by Clifford A. Trumbly and Baley Brantley Trumbly, husband and wife in favor of Premier Mortgage Funding, a Corporation and dated the 7th day of February, 2005 (hereafter the "Note");

WHEREAS, an Assignment of Mortgage is used to memorialize the transfer of interest to Deutsche Bank National Trust Company, as Indenture Trustee for New Century Home Equity Loan Trust 2005-2 , or to a predecessor in interest of Deutsche Bank National Trust Company, as Indenture Trustee for New Century Home Equity Loan Trust 2005-2 , 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 Indenture Trustee for New Century Home Equity Loan Trust 2005-2 , or to a predecessor in interest of Deutsche Bank National Trust Company, as Indenture


Trustee for New Century Home Equity Loan Trust 2005-2 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 Indenture Trustee for New Century Home Equity Loan Trust 2005-2 does not have possession of the Assignment, nor does Deutsche Bank National Trust Company, as Indenture Trustee for New Century Home Equity Loan Trust 2005-2 have knowledge regarding the whereabouts of the Assignment, and furthermore Deutsche Bank National Trust Company, as Indenture Trustee for New Century Home Equity Loan Trust 2005-2 has used due diligence and its best efforts to locate this Assignment.

NOW THEREFORE, Deutsche Bank National Trust Company, as Indenture Trustee for New Century Home Equity Loan Trust 2005-2 represents, warrants and covenants as follows:

1. Deutsche Bank National Trust Company, as Indenture Trustee for New Century Home Equity Loan Trust 2005-2 represents:

- (a.) That Jeff Neal, executing this Agreement on behalf of Deutsche Bank National Trust Company, as Indenture Trustee for New Century Home Equity Loan Trust 2005-2, is the Vice President of Deutsche Bank National Trust Company, as Indenture Trustee for New Century Home Equity Loan Trust 2005-2 and has the power and authority to enter into this Agreement and to execute same on behalf of Deutsche Bank National Trust Company, as Indenture Trustee for New Century Home Equity Loan Trust 2005-2 ;
- (b.) That as of the date hereof, Deutsche Bank National Trust Company, as Indenture Trustee for New Century Home Equity Loan Trust 2005-2 is the sole owner of the Note, which is secured by that certain Mortgage recorded in Instrument No. 20050222000085620 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 Indenture Trustee for New Century Home Equity Loan Trust 2005-2 that the Assignment was duly executed and delivered by Deutsche Bank National Trust Company, as Indenture Trustee for New Century Home Equity Loan Trust 2005-2's predecessor in interest but has been lost or misplaced, and Deutsche Bank National Trust Company, as Indenture Trustee for New Century Home Equity Loan Trust 2005-2 has been unable to locate the Assignment despite diligent efforts to do so;


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- (d.) That if the Assignment is located at any time hereafter Deutsche Bank National Trust Company, as Indenture Trustee for New Century Home Equity Loan Trust 2005-2 shall immediately forward the Assignment to Fidelity;
- (e.) That Deutsche Bank National Trust Company, as Indenture Trustee for New Century Home Equity Loan Trust 2005-2 warrants it has not assigned, pledged, sold, endorsed, or in any way transferred or hypothecated the Note or any interest therein.
2. **Indemnity.** Deutsche Bank National Trust Company, as Indenture Trustee for New Century Home Equity Loan Trust 2005-2 shall indemnify, defend and hold harmless Fidelity 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 Fidelity, 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. **Fidelity's Attorneys.** In the event of any litigation brought against Fidelity which is covered by Paragraph 2 above, Deutsche Bank National Trust Company, as Indenture Trustee for New Century Home Equity Loan Trust 2005-2 agrees that Fidelity shall have the right, in its sole discretion, to select and retain any attorneys to advise or defend them against said litigation, and Deutsche Bank National Trust Company, as Indenture Trustee for New Century Home Equity Loan Trust 2005-2 shall pay the reasonable attorney's fees and cost, as provided in Paragraph 2 above.
4. **Joint and Several Liability** The obligations of Deutsche Bank National Trust Company, as Indenture Trustee for New Century Home Equity Loan Trust 2005-2 hereunder shall be joint and several.
5. **Attorney's Fees.** In the event of any litigation between Deutsche Bank National Trust Company, as Indenture Trustee for New Century Home Equity Loan Trust 2005-2 and Fidelity 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 Deutsche Bank National Trust Company, as Indenture Trustee for New Century Home Equity Loan Trust 2005-2, their respective heirs, executors, administrators, successors and assigns, and shall inure to the benefit of Fidelity and its respective heirs, executors, administrators, successors and assigns.


IN WITNESS WHEREOF, Deutsche Bank National Trust Company, as Indenture Trustee for New Century Home Equity Loan Trust 2005-2 has executed this Agreement on this 9 day of May, 2006

Deutsche Bank National Trust Company, as Indenture Trustee for New Century Home Equity Loan Trust 2005-2

By: [Signature]

Its _____

Jeff Neal
Vice President Default


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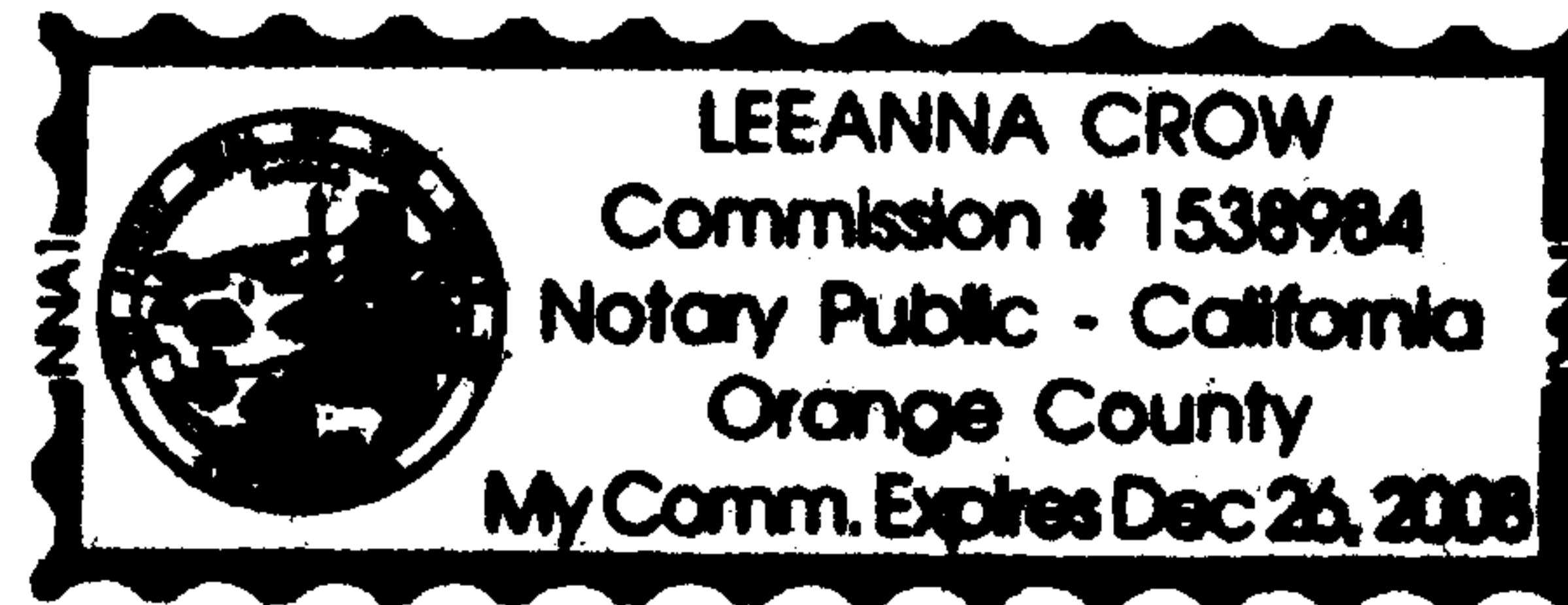
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Jeff Neal, whose name as VP Default of Deutsche Bank National Trust Company, as Indenture Trustee for New Century Home Equity Loan Trust 2005-2, 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 9th day of May, 2006.

Leeanna Crow
NOTARY PUBLIC
My commission Expires:
12/26/08



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

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