

Loan #1218079697

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



20070223000084200 1/4 \$20.00  
Shelby Cnty Judge of Probate, AL  
02/23/2007 10:58:30AM FILED/CERT

STATE OF ALABAMA                     )  
COUNTY OF SHELBY                 )

**MORTGAGOR NAME:**                     **MICHELLE PIZZANO, A MARRIED  
WOMAN AND EDDIE PIZZANO, HER  
HUSBAND**

**ORIGINAL MORTGAGEE:**               **BAYROCK MORTGAGE  
CORPORATION**

**DATED:**                                     **29TH DAY OF JULY, 2005**

**RECORDED:**                               **INSTRUMENT # 20050810000411270**

THIS LOST ASSIGNMENT OF MORTGAGE AFFIDAVIT AND INDEMNIFICATION AGREEMENT (this "Agreement") is made by JP MORGAN CHASE BANK, N. A. F/K/A JP MORGANChase Bank, as Trustee for BS ALT A 2005-9 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**, JP Morgan Chase Bank, N. A. f/k/a JP MorganChase Bank, as Trustee for BS ALT A 2005-9 is the owner and holds all of the right, title and interest in, to and under that certain Promissory Note executed by Michelle Pizzano, a married woman and Eddie Pizzano, her husband in favor of Bayrock Mortgage Corporation and dated the 29th day of July, 2005 (hereafter the "Note");

**WHEREAS**, an Assignment of Mortgage is used to memorialize the transfer of interest to JP Morgan Chase Bank, N. A. f/k/a JP MorganChase Bank, as Trustee for BS ALT A 2005-9 , or to a predecessor in interest of JP Morgan Chase Bank, N. A. f/k/a JP MorganChase Bank, as Trustee for BS ALT A 2005-9 , 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 JP Morgan Chase Bank, N. A. f/k/a JP MorganChase Bank, as Trustee for BS ALT A 2005-9 , or to a predecessor in interest of JP Morgan Chase Bank, N. A. f/k/a JP MorganChase Bank, as Trustee for BS



ALT A 2005-9 was not recorded in the office of the Judge of Probate of the county where the subject property is located;

**WHEREAS**, JP Morgan Chase Bank, N. A. f/k/a JP MorganChase Bank, as Trustee for BS ALT A 2005-9 does not have possession of the Assignment, nor does JP Morgan Chase Bank, N. A. f/k/a JP MorganChase Bank, as Trustee for BS ALT A 2005-9 have knowledge regarding the whereabouts of the Assignment, and furthermore JP Morgan Chase Bank, N. A. f/k/a JP MorganChase Bank, as Trustee for BS ALT A 2005-9 has used due diligence and its best efforts to locate this Assignment.

**NOW THEREFORE**, JP Morgan Chase Bank, N. A. f/k/a JP MorganChase Bank, as Trustee for BS ALT A 2005-9 represents, warrants and covenants as follows:

**1. JP Morgan Chase Bank, N. A. f/k/a JP MorganChase Bank, as Trustee for BS ALT A 2005-9 represents:**

- (a.) That Derrick Layton, executing this Agreement on behalf of JP Morgan Chase Bank, N. A. f/k/a JP MorganChase Bank, as Trustee for BS ALT A 2005-9, is the VP of Loan Documentation of JP Morgan Chase Bank, N. A. f/k/a JP MorganChase Bank, as Trustee for BS ALT A 2005-9 and has the power and authority to enter into this Agreement and to execute same on behalf of JP Morgan Chase Bank, N. A. f/k/a JP MorganChase Bank, as Trustee for BS ALT A 2005-9 ;
- (b.) That as of the date hereof, JP Morgan Chase Bank, N. A. f/k/a JP MorganChase Bank, as Trustee for BS ALT A 2005-9 is the sole owner of the Note, which is secured by that certain Mortgage recorded in Instrument # 20050810000411270 in the Office of the Judge of Probate of Shelby County (hereafter the "Mortgage");
- (c.) That it is the understanding of JP Morgan Chase Bank, N. A. f/k/a JP MorganChase Bank, as Trustee for BS ALT A 2005-9 that the Assignment was duly executed and delivered by JP Morgan Chase Bank, N. A. f/k/a JP MorganChase Bank, as Trustee for BS ALT A 2005-9's predecessor in interest but has been lost or misplaced, and JP Morgan Chase Bank, N. A. f/k/a JP MorganChase Bank, as Trustee for BS ALT A 2005-9 has been unable to locate the Assignment despite diligent efforts to do so;
- (d.) That if the Assignment is located at any time hereafter JP Morgan Chase Bank, N. A. f/k/a JP MorganChase Bank, as Trustee for BS ALT A 2005-9 shall immediately forward the Assignment to First American;



- (e.) That JP Morgan Chase Bank, N. A. f/k/a JP MorganChase Bank, as Trustee for BS ALT A 2005-9 warrants it has not assigned, pledged, sold, endorsed, or in any way transferred or hypothecated the Note or any interest therein.
2. **Indemnity.** JP Morgan Chase Bank, N. A. f/k/a JP MorganChase Bank, as Trustee for BS ALT A 2005-9 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, JP Morgan Chase Bank, N. A. f/k/a JP MorganChase Bank, as Trustee for BS ALT A 2005-9 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 JP Morgan Chase Bank, N. A. f/k/a JP MorganChase Bank, as Trustee for BS ALT A 2005-9 shall pay the reasonable attorney's fees and cost, as provided in Paragraph 2 above.
  4. **Joint and Several Liability** The obligations of JP Morgan Chase Bank, N. A. f/k/a JP MorganChase Bank, as Trustee for BS ALT A 2005-9 hereunder shall be joint and several.
  5. **Attorney's Fees.** In the event of any litigation between JP Morgan Chase Bank, N. A. f/k/a JP MorganChase Bank, as Trustee for BS ALT A 2005-9 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 JP Morgan Chase Bank, N. A. f/k/a JP MorganChase Bank, as Trustee for BS ALT A 2005-9, 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, JP Morgan Chase Bank, N. A. f/k/a JP MorganChase Bank, as Trustee for BS ALT A 2005-9 has executed this Agreement on this 30<sup>th</sup> day of January, 2007.


JP Morgan Chase Bank, N. A. f/k/a JP MorganChase Bank, as Trustee for BS ALT A 2005-9

By:



Derrick Layton

Its: VP of Loan Documentation

  
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Shelby Cnty Judge of Probate, AL  
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### ACKNOWLEDGEMENT

STATE OF SOUTH CAROLINA )

COUNTY OF YORK )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Derrick Layton, whose name as VP of Loan Documentation of JP Morgan Chase Bank, N. A. f/k/a JP MorganChase Bank, as Trustee for BS ALT A 2005-9, 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.

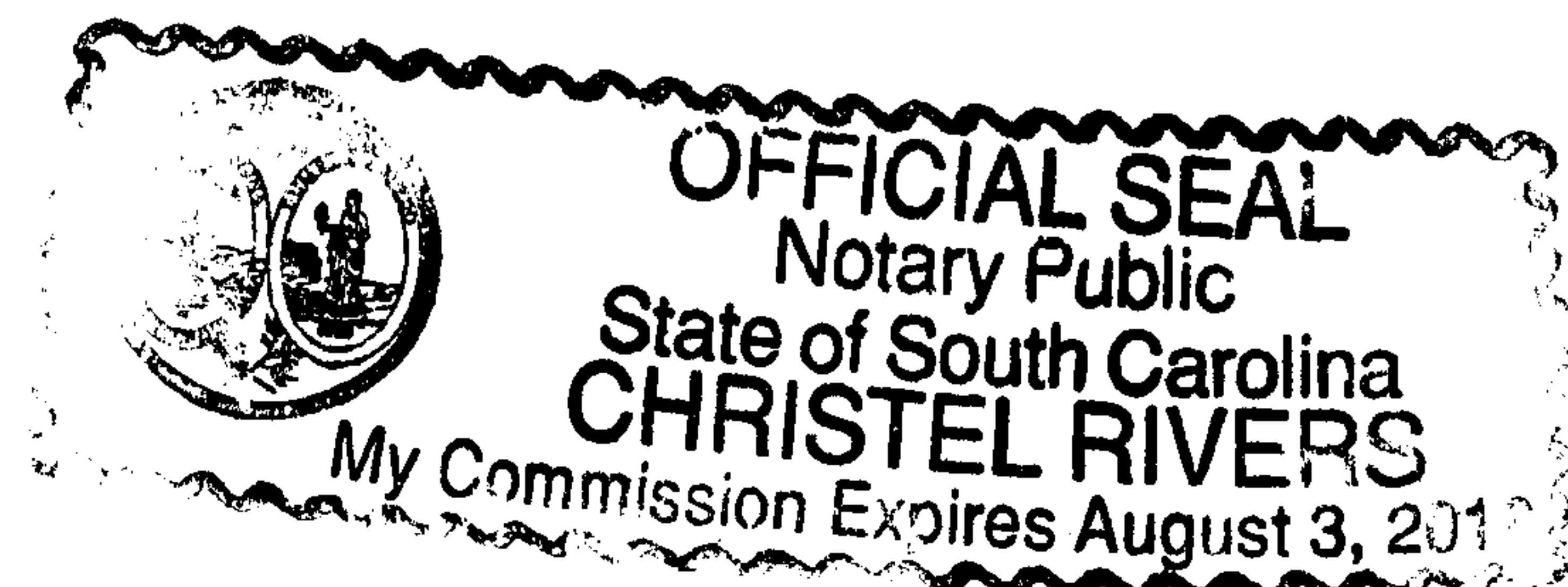
Given under my hand and official seal this 30<sup>th</sup> day of January, 2007.



NOTARY PUBLIC

My commission Expires:





This instrument prepared by:

Ginny Rutledge

Sirote & Permutt, P.C.

P.O. Box 55727

Birmingham, AL 35255