

Loan # 1115015650

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

**STATE OF ALABAMA)  
COUNTY OF SHELBY)**

**MORTGAGOR NAME: KIM Y. SMITH**

**ORIGINAL MORTGAGEE: MORTGAGE LENDERS NETWORK  
USA, INC. D/B/A LENDERS  
NETWORK**

**DATED: 1ST DAY OF FEBRUARY, 2001**

**RECORDED: INSTRUMENT NO. 2001-04508**

THIS LOST ASSIGNMENT OF MORTGAGE AFFIDAVIT AND INDEMNIFICATION AGREEMENT (this "Agreement") is made by JPMORGAN CHASE BANK, N.A. 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**, JPMorgan Chase Bank, N.A. is the owner and holds all of the right, title and interest in, to and under that certain Promissory Note executed by Kim Y. Smith in favor of Mortgage Lenders Network USA, Inc. d/b/a Lenders Network and dated the 1st day of February, 2001 (hereafter the "Note");

**WHEREAS**, an Assignment of Mortgage is used to memorialize the transfer of interest to JPMorgan Chase Bank, N.A., or to a predecessor in interest of JPMorgan Chase Bank, N.A., 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 JPMorgan Chase Bank, N.A., or to a predecessor in interest of JPMorgan Chase Bank, N.A. was not recorded in the office of the Judge of Probate of the county where the subject property is located;

**WHEREAS**, JPMorgan Chase Bank, N.A. does not have possession of the Assignment, nor does JPMorgan Chase Bank, N.A. have knowledge regarding the whereabouts of the Assignment, and furthermore JPMorgan Chase Bank, N.A. has used due diligence and its best efforts to locate this Assignment.

**NOW THEREFORE**, JPMorgan Chase Bank, N.A. represents, warrants and covenants as follows:

1. **JPMorgan Chase Bank, N.A. represents:**

- (a.) That Anita Antonelli, executing this Agreement on behalf of JPMorgan Chase Bank, N.A., is the VP of Loan Documentation of Wells Fargo Bank N.A. Attorney-In-Fact for JPMorgan Chase Bank, N.A. and has the power and authority to enter into this Agreement and to execute same on behalf of JPMorgan Chase Bank, N.A.;
- (b.) That as of the date hereof, JPMorgan Chase Bank, N.A. is the sole owner of the Note, which is secured by that certain Mortgage recorded in Instrument No. 2001-04508 in the Office of the Judge of Probate of Shelby County (hereafter the "Mortgage");
- (c.) That it is the understanding of JPMorgan Chase Bank, N.A. that the Assignment was duly executed and delivered by JPMorgan Chase Bank, N.A.'s predecessor in interest but has been lost or misplaced, and JPMorgan Chase Bank, N.A. has been unable to locate the Assignment despite diligent efforts to do so;
- (d.) That if the Assignment is located at any time hereafter JPMorgan Chase Bank, N.A. shall immediately forward the Assignment to First American;
- (e.) That JPMorgan Chase Bank, N.A. warrants it has not assigned, pledged, sold, endorsed, or in any way transferred or hypothecated the Note or any interest therein.

2. **Indemnity.** JPMorgan Chase Bank, N.A. 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, JPMorgan Chase Bank, N.A. agrees that First American shall have the right, in its sole discretion, to select and retain any attorneys to advise or defend them



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against said litigation, and JPMorgan Chase Bank, N.A. shall pay the reasonable attorney's fees and cost, as provided in Paragraph 2 above.

4. **Joint and Several Liability** The obligations of JPMorgan Chase Bank, N.A. hereunder shall be joint and several.
5. **Attorney's Fees.** In the event of any litigation between JPMorgan Chase Bank, N.A. 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 JPMorgan Chase Bank, N.A., 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,** Wells Fargo Bank N.A. Attorney-In-Fact for JPMorgan Chase Bank, N.A. has executed this Agreement on this 6th day of November, 2007.

Wells Fargo Bank N.A. Attorney-In-Fact for JPMorgan Chase Bank, N.A.

By: 


Anita Antonelli, VP of Loan Documentation

#### 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 Anita Antonelli, whose name as VP of Loan Documentation of Wells Fargo Bank N.A. Attorney-In-Fact for JPMorgan Chase Bank, N.A., 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.

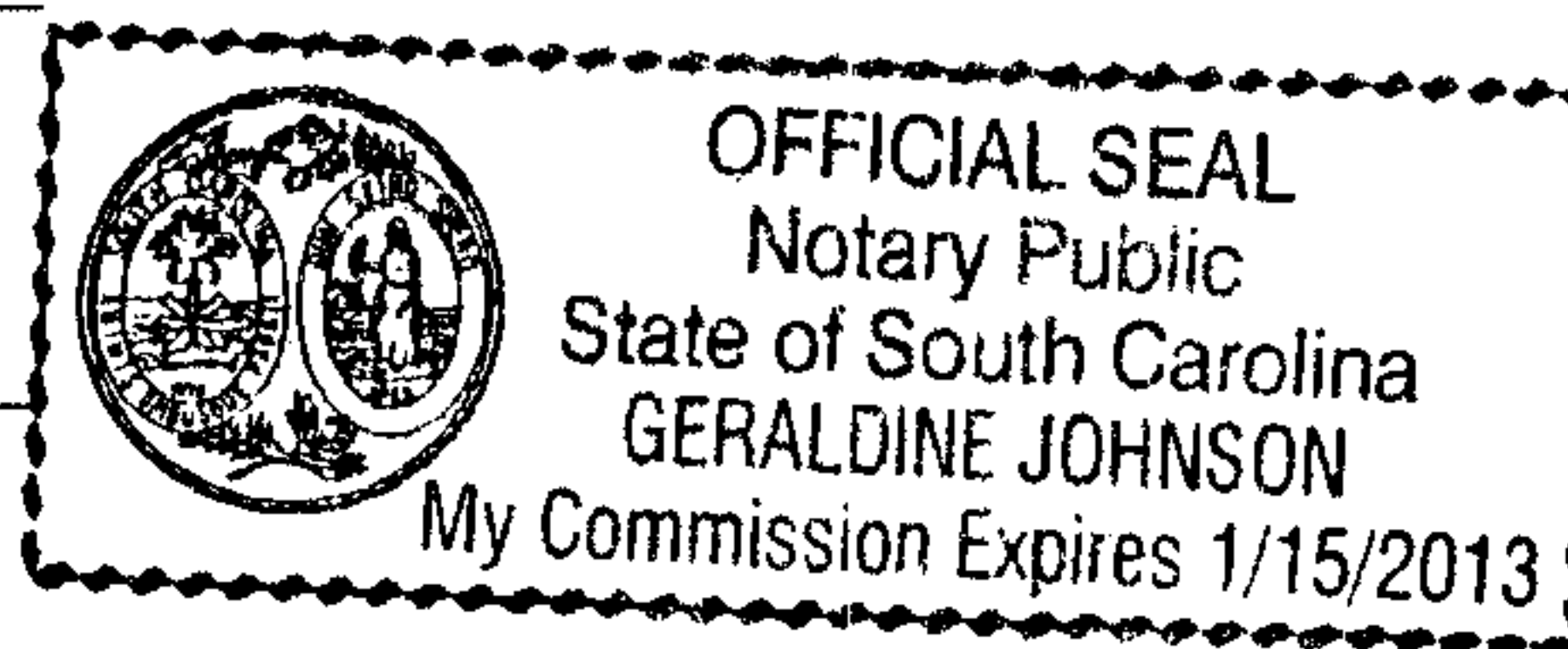
  
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Given under my hand and official seal this 6th day of November, 2007.

*Geraldine Johnson*

NOTARY PUBLIC

My commission Expires:



This instrument prepared by:

Ginny Rutledge

Sirote & Permutt, P.C.

P.O. Box 55727

Birmingham, AL 35255



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