

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

STATE OF ALABAMA)
COUNTY OF SHELBY)

MORTGAGOR NAME: **JOSEPH GATTINA AND NATALIE GATTINA,
HUSBAND AND WIFE**

ORIGINAL MORTGAGEE: **ARGENT MORTGAGE COMPANY, LLC**

DATED: **10TH DAY OF NOVEMBER, 2004**

RECORDED: **INSTRUMENT NO. 20041112000622130**

THIS LOST ASSIGNMENT OF MORTGAGE AFFIDAVIT AND INDEMNIFICATION AGREEMENT (this "Agreement") is made by US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR Asset-Backed Pass Through Certificates, Series 2004-WWF1 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, US Bank National Association, as Trustee for Asset-Backed Pass Through Certificates, Series 2004-WWF1 is the owner and holds all of the right, title and interest in, to and under that certain Promissory Note executed by Joseph Gattina and Natalie Gattina, husband and wife in favor of Argent Mortgage Company, LLC and dated the 10th day of November, 2004 (hereafter the "Note");

WHEREAS, an Assignment of Mortgage is used to memorialize the transfer of interest to US Bank National Association, as Trustee for Asset-Backed Pass Through Certificates, Series 2004-WWF1 , or to a predecessor in interest of US Bank National Association, as Trustee for Asset-Backed Pass Through Certificates, Series 2004-WWF1 , 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 US Bank National Association, as Trustee for Asset-Backed Pass Through Certificates, Series 2004-WWF1, or to a predecessor in interest of US Bank National Association, as Trustee for Asset-Backed Pass Through Certificates, Series 2004-WWF1 was not recorded in the office of the Judge of Probate of the county where the subject property is located;

WHEREAS, US Bank National Association, as Trustee for Asset-Backed Pass Through Certificates, Series 2004-WWF1 does not have possession of the Assignment, nor does US Bank National Association, as Trustee for Asset-Backed Pass Through Certificates, Series 2004-WWF1 have knowledge regarding the whereabouts of the Assignment, and furthermore US Bank National Association, as Trustee for Asset-Backed Pass Through Certificates, Series 2004-WWF1 has used due diligence and its best efforts to locate this Assignment.

NOW THEREFORE, US Bank National Association, as Trustee for Asset-Backed Pass Through Certificates, Series 2004-WWF1 represents, warrants and covenants as follows:

1. **US Bank National Association, as Trustee for Asset-Backed Pass Through Certificates, Series 2004-WWF1 represents:**

- (a.) That Elizabeth Mathis, executing this Agreement on behalf of US Bank National Association, as Trustee for Asset-Backed Pass Through Certificates, Series 2004-WWF1, is the VP of Loan Documentation of US Bank National Association, as Trustee for Asset-Backed Pass Through Certificates, Series 2004-WWF1 and has the power and authority to enter into this Agreement and to execute same on behalf of US Bank National Association, as Trustee for Asset-Backed Pass Through Certificates, Series 2004-WWF1 ;
 - (b.) That as of the date hereof, US Bank National Association, as Trustee for Asset-Backed Pass Through Certificates, Series 2004-WWF1 is the sole owner of the Note, which is secured by that certain Mortgage recorded in Instrument No. 20041112000622130 in the Office of the Judge of Probate of Shelby County (hereafter the "Mortgage");
 - (c.) That it is the understanding of US Bank National Association, as Trustee for Asset-Backed Pass Through Certificates, Series 2004-WWF1 that the Assignment was duly executed and delivered by US Bank National Association, as Trustee for Asset-Backed Pass Through Certificates, Series 2004-WWF1's predecessor in interest but has been lost or misplaced, and US Bank National Association, as Trustee for Asset-Backed Pass Through Certificates, Series 2004-WWF1 has been unable to locate the Assignment despite diligent efforts to do so;
 - (d.) That if the Assignment is located at any time hereafter US Bank National Association, as Trustee for Asset-Backed Pass Through Certificates, Series 2004-WWF1 shall immediately forward the Assignment to First American;
 - (e.) That US Bank National Association, as Trustee for Asset-Backed Pass Through Certificates, Series 2004-WWF1 warrants it has not assigned, pledged, sold, endorsed, or in any way transferred or hypothecated the Note or any interest therein.
2. **Indemnity.** US Bank National Association, as Trustee for Asset-Backed Pass Through Certificates, Series 2004-WWF1 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, US Bank National Association, as Trustee for Asset-Backed Pass Through Certificates, Series 2004-WWF1 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 US Bank National Association, as Trustee for Asset-Backed Pass Through Certificates, Series 2004-WWF1 shall pay the reasonable attorney's fees and cost, as provided in Paragraph 2 above.
4. **Joint and Several Liability** The obligations of US Bank National Association, as Trustee for Asset-Backed Pass Through Certificates, Series 2004-WWF1 hereunder shall be joint and several.
5. **Attorney's Fees.** In the event of any litigation between US Bank National Association, as Trustee for Asset-Backed Pass Through Certificates, Series 2004-WWF1 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 US Bank National Association, as Trustee for Asset-Backed Pass Through Certificates, Series 2004-WWF1, 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, US Bank National Association, as Trustee for Asset-Backed Pass Through Certificates, Series 2004-WWF1 has executed this Agreement on this Wednesday, September 24, 2008

US Bank National Association, as Trustee for
Asset-Backed Pass Through Certificates, Series 2004-WWF1

By: 

Elizabeth Mathis

Its: VP of Loan Documentation


ACKNOWLEDGEMENT

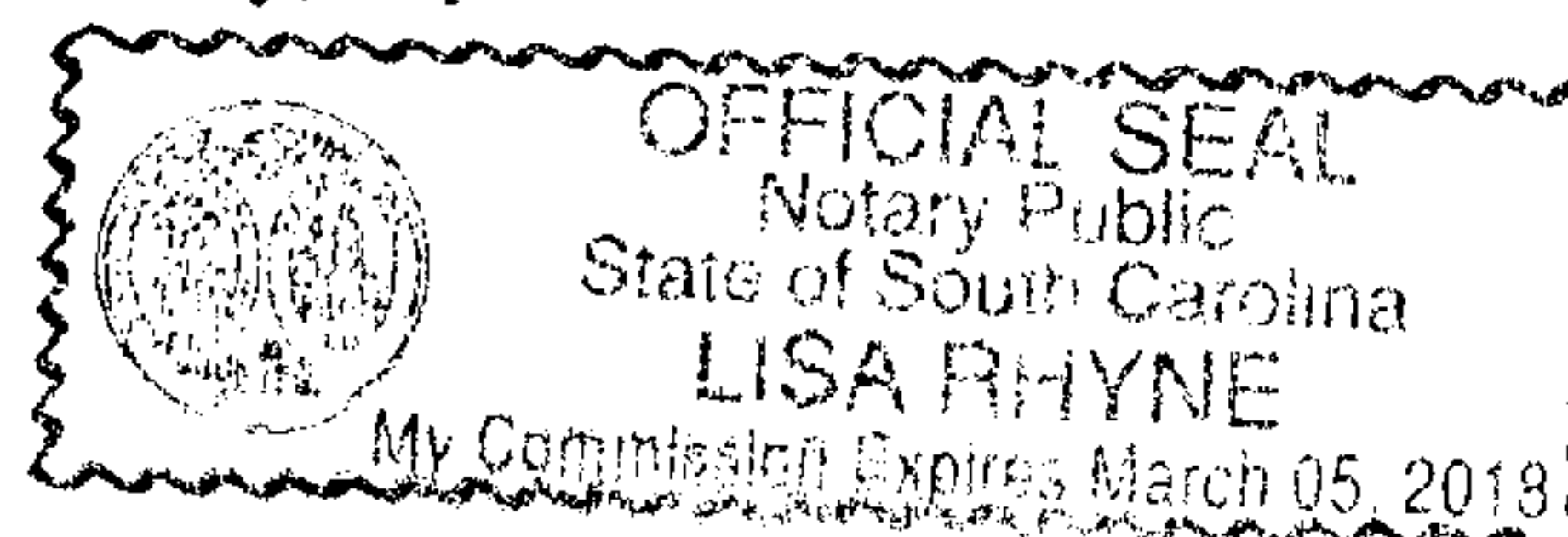
STATE OF South Carolina)

COUNTY OF York)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Elizabeth Mathis whose name as VP of Loan Documentation of US Bank National Association, as Trustee for Asset-Backed Pass Through Certificates, Series 2004-WWF1, 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 Wednesday, September 24, 2008


NOTARY PUBLIC for South Carolina
My commission Expires:



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