

Loan # **7442450458**

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

STATE OF ALABAMA)
COUNTY OF SHELBY)

MORTGAGOR NAME: RONALD THOMPSON, A SINGLE
MAN

ORIGINAL MORTGAGEE: NETWORK FUNDING, L.P.

DATED: 30TH DAY OF OCTOBER, 2006

RECORDED: INSTRUMENT NUMBER
20061101000539270

THIS LOST ASSIGNMENT OF MORTGAGE AFFIDAVIT AND INDEMNIFICATION AGREEMENT (this "Agreement") is made by LASALLE BANK, N.A., AS TRUSTEE for that certain pooling and servicing agreement, Series # 2007-RS2, Pool # 40527 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, LaSalle Bank, N.A., as trustee for that certain pooling and servicing agreement, Series # 2007-RS2, Pool # 40527 is the owner and holds all of the right, title and interest in, to and under that certain Promissory Note executed by Ronald Thompson, a single man in favor of Network Funding, L.P. and dated the 30th day of October, 2006 (hereafter the "Note");

WHEREAS, an Assignment of Mortgage is used to memorialize the transfer of interest to LaSalle Bank, N.A., as trustee for that certain pooling and servicing agreement, Series # 2007-RS2, Pool # 40527 , or to a predecessor in interest of LaSalle Bank, N.A., as trustee for that certain pooling and servicing agreement, Series # 2007-RS2, Pool # 40527 , 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 LaSalle Bank, N.A., as trustee for that certain pooling and servicing agreement, Series # 2007-RS2, Pool # 40527 , or to a predecessor in interest of LaSalle Bank, N.A., as trustee for that certain pooling

and servicing agreement, Series # 2007-RS2, Pool # 40527 was not recorded in the office of the Judge of Probate of the county where the subject property is located;

WHEREAS, LaSalle Bank, N.A., as trustee for that certain pooling and servicing agreement, Series # 2007-RS2, Pool # 40527 does not have possession of the Assignment, nor does LaSalle Bank, N.A., as trustee for that certain pooling and servicing agreement, Series # 2007-RS2, Pool # 40527 have knowledge regarding the whereabouts of the Assignment, and furthermore LaSalle Bank, N.A., as trustee for that certain pooling and servicing agreement, Series # 2007-RS2, Pool # 40527 has used due diligence and its best efforts to locate this Assignment.

NOW THEREFORE, LaSalle Bank, N.A., as trustee for that certain pooling and servicing agreement, Series # 2007-RS2, Pool # 40527 represents, warrants and covenants as follows:

1. LaSalle Bank, N.A., as trustee for that certain pooling and servicing agreement, Series # 2007-RS2, Pool # 40527 represents:

- (a.) That Jeffrey Stephan, executing this Agreement on behalf of Residential Funding Company, LLC f/k/a Residential Funding Corporation as attorney in fact for LaSalle Bank, N.A., as trustee for that certain pooling and servicing agreement, Series # 2007-RS2, Pool # 40527, is the Limited Signing Officer of LaSalle Bank, N.A., as trustee for that certain pooling and servicing agreement, Series # 2007-RS2, Pool # 40527 and has the power and authority to enter into this Agreement and to execute same on behalf of LaSalle Bank, N.A., as trustee for that certain pooling and servicing agreement, Series # 2007-RS2, Pool # 40527 ;
- (b.) That as of the date hereof, LaSalle Bank, N.A., as trustee for that certain pooling and servicing agreement, Series # 2007-RS2, Pool # 40527 is the sole owner of the Note, which is secured by that certain Mortgage recorded in Instrument Number 20061101000539270 in the Office of the Judge of Probate of Shelby County (hereafter the "Mortgage");
- (c.) That it is the understanding of LaSalle Bank, N.A., as trustee for that certain pooling and servicing agreement, Series # 2007-RS2, Pool # 40527 that the Assignment was duly executed and delivered by LaSalle Bank, N.A., as trustee for that certain pooling and servicing agreement, Series # 2007-RS2, Pool # 40527's predecessor in interest but has been lost or misplaced, and LaSalle Bank, N.A., as trustee for that certain pooling and servicing agreement, Series # 2007-RS2, Pool # 40527 has been unable to locate the Assignment despite diligent efforts to do so;

- (d.) That if the Assignment is located at any time hereafter LaSalle Bank, N.A., as trustee for that certain pooling and servicing agreement, Series # 2007-RS2, Pool # 40527 shall immediately forward the Assignment to First American;
- (e.) That LaSalle Bank, N.A., as trustee for that certain pooling and servicing agreement, Series # 2007-RS2, Pool # 40527 warrants it has not assigned, pledged, sold, endorsed, or in any way transferred or hypothecated the Note or any interest therein.
2. **Indemnity.** LaSalle Bank, N.A., as trustee for that certain pooling and servicing agreement, Series # 2007-RS2, Pool # 40527 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, LaSalle Bank, N.A., as trustee for that certain pooling and servicing agreement, Series # 2007-RS2, Pool # 40527 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 LaSalle Bank, N.A., as trustee for that certain pooling and servicing agreement, Series # 2007-RS2, Pool # 40527 shall pay the reasonable attorney's fees and cost, as provided in Paragraph 2 above.
4. **Joint and Several Liability** The obligations of LaSalle Bank, N.A., as trustee for that certain pooling and servicing agreement, Series # 2007-RS2, Pool # 40527 hereunder shall be joint and several.
5. **Attorney's Fees.** In the event of any litigation between LaSalle Bank, N.A., as trustee for that certain pooling and servicing agreement, Series # 2007-RS2, Pool # 40527 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 LaSalle Bank, N.A., as trustee for that certain pooling and servicing agreement, Series # 2007-RS2, Pool # 40527, 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, LaSalle Bank, N.A., as trustee for that certain pooling and servicing agreement, Series # 2007-RS2, Pool # 40527 has executed this Agreement on this 25th day of September, 2008.

Residential Funding Company, LLC f/k/a Residential Funding Corporation as attorney in fact for LaSalle Bank, N.A., as trustee for that certain pooling and servicing agreement, Series # 2007-RS2, Pool # 40527

By: _____

Jeffrey Stephan
Its Limited Signing Officer

ACKNOWLEDGEMENT

STATE OF Pennsylvania)

COUNTY OF Montgomery)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Jeffrey Stephan, whose name as Limited Signing Officer of Residential Funding Company, LLC f/k/a Residential Funding Corporation as attorney in fact for LaSalle Bank, N.A., as trustee for that certain pooling and servicing agreement, Series # 2007-RS2, Pool # 40527, 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 25th day of September, 2008.

NOTARY PUBLIC

My commission Expires: _____

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

