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Shelby Cnty Judge of Probate, AL
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**LOST ASSIGNMENT OF MORTGAGE AFFIDAVIT AND
INDEMNIFICATION AGREEMENT**

STATE OF ALABAMA)
COUNTY OF SHELBY)

MORTGAGOR NAME: MATEO M. MELENDEZ AND CHERENE
MELENDEZ, HUSBAND AND WIFE

ORIGINAL MORTGAGEE: NETWORK FUNDING, L.P.

DATED: 8TH DAY OF DECEMBER, 2006

RECORDED: INSTRUMENT NO. 20061214000609960

THIS LOST ASSIGNMENT OF MORTGAGE AFFIDAVIT AND INDEMNIFICATION AGREEMENT (this "Agreement") is made by HSBC BANK, USA, INC. 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, HSBC Bank, USA, INC. is the owner and holds all of the right, title and interest in, to and under that certain Promissory Note executed by Mateo M. Melendez and Cherene Melendez, husband and wife in favor of Network Funding, L.P. and dated the 8th day of December, 2006 (hereafter the "Note");

WHEREAS, an Assignment of Mortgage is used to memorialize the transfer of interest to HSBC Bank, USA, INC., or to a predecessor in interest of HSBC Bank, USA, INC., 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 HSBC Bank, USA, INC., or to a predecessor in interest of HSBC Bank, USA, INC. was not recorded in the office of the Judge of Probate of the county where the subject property is located;

WHEREAS, HSBC Bank, USA, INC. does not have possession of the Assignment, nor does HSBC Bank, USA, INC. have knowledge regarding the whereabouts of the Assignment, and furthermore HSBC Bank, USA, INC. has used due diligence and its best efforts to locate this Assignment.

NOW THEREFORE, HSBC Bank, USA, INC. represents, warrants and covenants as follows:

1. **HSBC Bank, USA, INC. represents:**

- (a.) That Herman John Kennerty, executing this Agreement on behalf of HSBC Bank, USA, INC., is the VP of Loan Documentation of Wells Fargo Bank, N.A. Attorney-In-Fact for HSBC Bank, USA, INC. and has the power and authority to enter into this Agreement and to execute same on behalf of HSBC Bank, USA, INC.;
 - (b.) That as of the date hereof, HSBC Bank, USA, INC. is the sole owner of the Note, which is secured by that certain Mortgage recorded in Instrument No. 20061214000609960 in the Office of the Judge of Probate of Shelby County (hereafter the "Mortgage");
 - (c.) That it is the understanding of HSBC Bank, USA, INC. that the Assignment was duly executed and delivered by HSBC Bank, USA, INC.'s predecessor in interest but has been lost or misplaced, and HSBC Bank, USA, INC. has been unable to locate the Assignment despite diligent efforts to do so;
 - (d.) That if the Assignment is located at any time hereafter HSBC Bank, USA, INC. shall immediately forward the Assignment to First American;
 - (e.) That HSBC Bank, USA, INC. warrants it has not assigned, pledged, sold, endorsed, or in any way transferred or hypothecated the Note or any interest therein.
2. **Indemnity.** HSBC Bank, USA, INC. 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, HSBC Bank, USA, INC. 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 HSBC Bank, USA, INC. shall pay the reasonable attorney's fees and cost, as provided in Paragraph 2 above.
4. **Joint and Several Liability** The obligations of HSBC Bank, USA, INC. hereunder shall be joint and several.
5. **Attorney's Fees.** In the event of any litigation between HSBC Bank, USA, INC. 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 HSBC Bank, USA, INC., 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, HSBC Bank, USA, INC. has executed this Agreement on this 22nd day of April, 2009.

Wells Fargo Bank, N.A. Attorney-In-Fact for HSBC Bank, USA, INC.

By: _____

Herman John Kennerty, 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 Herman John Kennerty, whose name as VP of Loan Documentation of Wells Fargo Bank, N.A. Attorney-In-Fact for HSBC Bank, USA, INC., 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 22nd day of April, 2009.

Wendy Albertson Al-Hammadi

NOTARY PUBLIC

My commission Expires: _____

This instrument prepared by:

Ginny Rutledge

Sirote & Permutt, P.C.

P.O. Box 55727

Birmingham, AL 35255

