

CM #: 160126

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

STATE OF ALABAMA)
COUNTY OF SHELBY)

MORTGAGOR NAME: CHARLES D. DUNN AND ANNETTE
M. DUNN, HUSBAND AND WIFE

ORIGINAL MORTGAGEE: MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR
HOMECOMINGS FINANCIAL NETWORK, INC.

DATED: 23RD DAY OF JULY 2004

RECORDED: INSTRUMENT NUMBER:
20040816000459160

THIS LOST ASSIGNMENT OF MORTGAGE AFFIDAVIT AND
INDEMNIFICATION AGREEMENT (this "Agreement") is made by NATIONSTAR
MORTGAGE, LLC to and for the benefit of FIDELITY NATIONAL TITLE
INSURANCE COMPANY and its partners, directors, officers, agents, and employees
referred to herein collectively as "Fidelity".

WITNESSETH

WHEREAS, Nationstar Mortgage, LLC is the owner and holds all of the right,
title and interest in, to and under that certain Promissory Note executed by Charles D.
Dunn and Annette M. Dunn, husband and wife in favor of Mortgage Electronic
Registration Systems, Inc., solely as nominee for Homecomings Financial Network, Inc.
and dated the 23rd day of July 2004 (hereafter the "Note");

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

WHEREAS, Nationstar Mortgage, LLC does not have possession of the Assignment, nor does Nationstar Mortgage, LLC have knowledge regarding the whereabouts of the Assignment, and furthermore Nationstar Mortgage, LLC has used due diligence and its best efforts to locate this Assignment.

NOW THEREFORE, Nationstar Mortgage, LLC represents, warrants and covenants as follows:

1. **Nationstar Mortgage, LLC represents:**

- (a.) That Sonya Jean, executing this Agreement on behalf of Nationstar Mortgage, LLC, is the Executive Officer of Nationstar Mortgage, LLC and has the power and authority to enter into this Agreement and to execute same on behalf of Nationstar Mortgage, LLC;
- (b.) That as of the date hereof, Nationstar Mortgage, LLC is the sole owner of the Note, which is secured by that certain Mortgage recorded in Instrument Number: 20040816000459160 in the Office of the Judge of Probate of Shelby County (hereafter the "Mortgage");
- (c.) That it is the understanding of Nationstar Mortgage, LLC that the Assignment was duly executed and delivered by Nationstar Mortgage, LLC's predecessor in interest but has been lost or misplaced, and Nationstar Mortgage, LLC has been unable to locate the Assignment despite diligent efforts to do so;
- (d.) That if the Assignment is located at any time hereafter Nationstar Mortgage, LLC shall immediately forward the Assignment to Fidelity;
- (e.) That Nationstar Mortgage, LLC warrants it has not assigned, pledged, sold, endorsed, or in any way transferred or hypothecated the Note or any interest therein.

2. **Indemnity.** Nationstar Mortgage, LLC shall indemnify, defend and hold harmless Fidelity 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 Fidelity, 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. **Fidelity's Attorneys.** In the event of any litigation brought against Fidelity which is covered by Paragraph 2 above, Nationstar Mortgage, LLC agrees that Fidelity shall have the right, in its sole discretion, to select and retain any attorneys to advise or defend them against said litigation, and Nationstar Mortgage, LLC shall pay the reasonable attorney's fees and cost, as provided in Paragraph 2 above.
4. **Joint and Several Liability** The obligations of Nationstar Mortgage, LLC hereunder shall be joint and several.
5. **Attorney's Fees.** In the event of any litigation between Nationstar Mortgage, LLC and Fidelity 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 Nationstar Mortgage, LLC, their respective heirs, executors, administrators, successors and assigns, and shall inure to the benefit of Fidelity and its respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, Nationstar Mortgage, LLC has executed this Agreement on this 15th day of April, 2010.

Nationstar Mortgage, LLC

By: Denny J. Jeffers

Its Foreclosure Specialist

ACKNOWLEDGEMENT

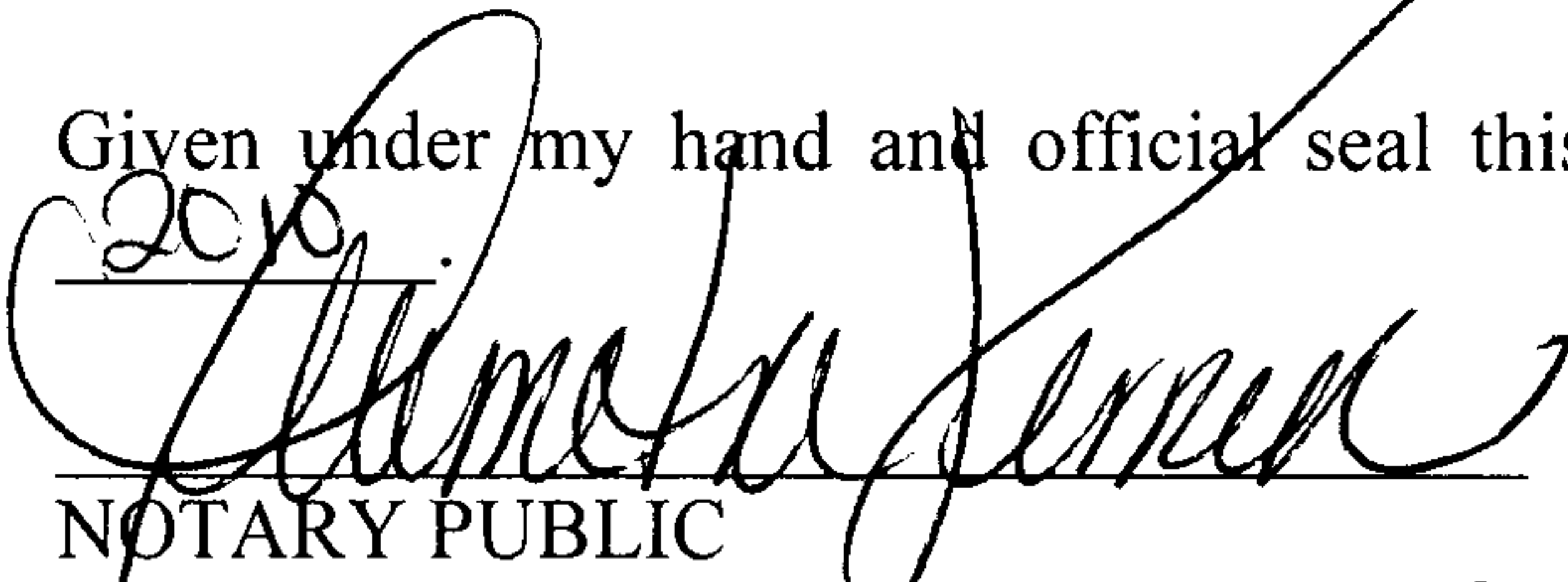
STATE OF TEXAS)

COUNTY OF Denton)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Denny J. Jeffers, whose name as Foreclosure Specialist of Nationstar Mortgage, LLC, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day

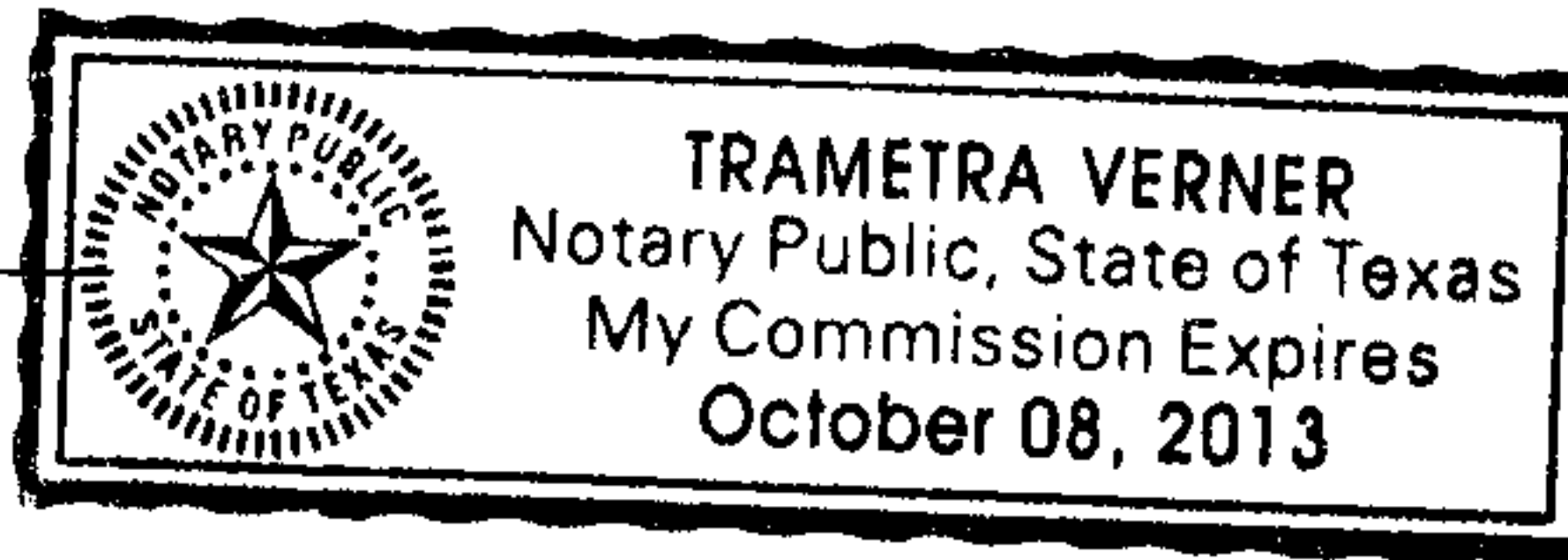
that, being informed of the contents of the conveyance, he/she, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 15th day of April, 2010.



NOTARY PUBLIC

My Commission Expires:

10-08-2013



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


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Shelby Cnty Judge of Probate, AL
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