**Affidavit as to Lost or Misplaced Original Note**

**[Counsel may insert court caption and other applicable affidavit form requirements per local law or practice]**

PERSONALLY appeared before me, >>INSERT NAME OF SIGNATORY<< (the “Affiant”), who, upon being duly sworn under oath and under penalty of perjury, states as follows:

Affiant is a >>INSERT JOB TITLE<< of U.S. Bank National Association (“U.S. Bank”). I am authorized to make this Affidavit on behalf of U.S. Bank. I am over the age of 18 and competent to testify as to the matters contained herein. I have personal knowledge of all facts set forth in this affidavit.

In the regular performance of my job functions, I am familiar with business records maintained by U.S. Bank for the purpose of servicing mortgage loans and I have personal knowledge of the operation of and the circumstances surrounding the preparation, maintenance, and retrieval of records in U.S. Bank’s record keeping systems. These records (which include data compilations, electronically imaged documents, and others) are made at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the course of business activity conducted regularly by U.S. Bank. It is the regular practice of U.S. Bank’s mortgage servicing business to make these records.

[**Scenario #1** **US Bank originated, owns and services loan  *–*** On >>INSERT DATE OF LOAN<<, U.S. Bank made the subject mortgage loan to >>INSERT NAME OF EACH BORROWER<< (the “Loan”). In connection with obtaining the Loan, >>INSERT NAME OF EACH BORROWER<< executed and delivered to U.S. Bank a certain promissory note dated >>INSERT DATE OF NOTE<< (the “Note”). The Note was secured by a Mortgage/Deed of Trust dated >>INSERT DATE OF MORTGAGE/DEED OF TRUST<< executed by >>INSERT NAME OF EACH BORROWER<<, the record owner(s) of the property located at >>INSERT PROPERTY ADDRESS<<, and recorded on >>INSERT RECORDATION DATE<< in the [**INSERT AS APPLICABLE**: >>NAME OF COUNTY] County Registry of Deeds **OR** Recording Districts and the State Recorder’s Office **OR** County Clerk of >>NAME OF COUNTY<<, [**STATE**] **OR** Town Clerk of [NAME OF TOWN], [**STATE**]] [**in Book X, Page X OR as Instrument X]**.

[**Scenario #2** **US Bank did not originate loan, but owns and services loan  *–*** On >>INSERT DATE OF LOAN<<, >>INSERT NAME OF LOAN ORIGINATOR<< made the subject mortgage loan to >>INSERT NAME OF EACH BORROWER<< (the “Loan”). In connection with obtaining the Loan, >>INSERT NAME OF EACH BORROWER<< executed and delivered to >>INSERT NAME OF LOAN ORIGINATOR<< a certain promissory note dated >>INSERT DATE OF NOTE<< (the “Note”). The Note was secured by a Mortgage/Deed of Trust dated >>INSERT DATE OF MORTGAGE/DEED OF TRUST<< executed by >>INSERT NAME OF EACH BORROWER<<, the record owner(s) of the property located at >>INSERT PROPERTY ADDRESS<<, and recorded on >>INSERT RECORDATION DATE<< in the [**INSERT AS APPLICABLE**: >>NAME OF COUNTY] County Registry of Deeds **OR** Recording Districts and the State Recorder’s Office **OR** County Clerk of >>NAME OF COUNTY<<, [**STATE**] **OR** Town Clerk of [NAME OF TOWN], [**STATE**]] [**in Book X, Page X OR as Instrument X.]** U.S. Bank is the current owner and servicer of the Loan [**INSERT AS APPLICABLE**: pursuant to the chain of endorsements, transfers, or assignments set forth below].

[**Scenario #3 US Bank does not own loan and only services loan for another  *–*** On >>INSERT DATE OF LOAN<<, >>INSERT NAME OF LOAN ORIGINATOR<< made the subject mortgage loan to >>INSERT NAME OF EACH BORROWER<< (the “Loan”). In connection with obtaining the Loan, >>INSERT NAME OF EACH BORROWER<< executed and delivered to >>INSERT NAME OF LOAN ORIGINATOR<< a certain promissory note dated >>INSERT DATE OF NOTE<< (the “Note”). The Note was secured by a Mortgage/Deed of Trust dated >>INSERT DATE OF MORTGAGE/DEED OF TRUST<< executed by >>INSERT NAME OF EACH BORROWER<<, the record owner(s) of the property located at >>INSERT PROPERTY ADDRESS<<, and recorded on >>INSERT RECORDATION DATE<< in the [**INSERT AS APPLICABLE**: >>NAME OF COUNTY] County Registry of Deeds **OR** Recording Districts and the State Recorder’s Office **OR** County Clerk of >>NAME OF COUNTY<<, [**STATE**] **OR** Town Clerk of [NAME OF TOWN], [**STATE**]] [**in Book X, Page X OR as Instrument X.]** The loan was transferred to>>INSERT NAME OF CURRENT NOTEOWNER/PLAINTIFF<< (“Plaintiff”) [**INSERT AS APPLICABLE**: pursuant to the chain of endorsements, transfers, or assignments set forth below]. U.S. Bank is the servicer of the Loan for and on behalf of Plaintiff pursuant to the terms of the Power of Attorney attached as Exhibit A.

[**INSERT WHEN USING SCENARIO #2 OR SCENARIO #3 ABOVE**] The chain of all endorsements, transfers or assignments of the original Note is as follows

* 1. Original Payee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_via Endorsement/Assignment Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
  2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_via Endorsement/Assignment Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
  3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_via Endorsement/Assignment Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

[Revise as appropriate if there are additional intervening transfers (via Assignment or Endorsement]

U.S. Bank has made a diligent and extensive search of its records in a good faith effort to discover the lost Note without success. In accordance with its procedures for locating a lost Note, U.S. Bank [WHERE APPLICABLE – contacted the custodian and] searched the following in an attempt to locate the lost Note: (a) the loan origination file; (b) other files in its custody; (c) internal vault locations; and (d) offsite box storage records. U.S. Bank also contacted the current attorney assigned to the file and, where applicable, any prior attorney assigned to handle the file.

After conducting a diligent search, U.S. Bank is unable to reasonably obtain possession of the original Note because the Note has been inadvertently lost, destroyed or it is in the wrongful possession of an unknown person or a person that cannot be found or is not amenable to service of process. [**if Note was in U.S. Bank’s possession when lost** - U.S. Bank is entitled to enforce the lost Note because U.S. Bank was in possession of the instrument and entitled to enforce it when loss of possession occurred.] [**if Note not in US Bank’s possession when loss occurred *–*** U.S. Bank is entitled to enforce the lost Note because U.S. Bank directly or indirectly acquired ownership and/or servicing rights of the Loan from >>INSERT NAME OF PREVIOUS OWNER<< and >>INSERT NAME OF PREVIOUS OWNER<< was entitled to enforce the Note at the time the Note was lost or destroyed.] The loss of possession of the Note was not the result of a transfer by U.S. Bank or a lawful seizure.

[**IF COPY OF NOTE AVAILABLE** - A copy of the subject Note is attached as Exhibit A. To the best of my knowledge, information and belief, this copy is a true, correct and substantial copy of the lost or destroyed Note.]

[**IF COPY OF NOTE NOT AVAILABLE** - If >> U.S. BANK OR PLAINTIFF<< >>IS or ARE<< able to locate a copy of subject Note during the pendency of this action, a copy will be filed with the court clerk. Pursuant to the <<original (use if there has been a modification)>> terms of the <<Note or Loan>>, <<INSERT NAME OF EACH BORROWER<< promised to pay the sum of $>>INSERT ORIGINAL LOAN AMOUNT>, with interest, at the annual rate of <ORIGINAL INSERT RATE>%, in monthly installments beginning on <FIRST PAYMENT DUE DATE> and ending on <ORIGINAL MATURITY DATE>. <<IF AMENDED>>The <<Note or Loan>>, has been amended from time to time, most recently on <<INSERT MOST RECENT AMENDMENT DATE>> wherein << INSERT NAME OF EACH BORROWER<< promised to pay the sum of $>>INSERT AMOUNT>, with interest, at the annual rate of <INSERT RATE>%, in monthly installments beginning on <FIRST PAYMENT DUE DATE> and ending on <MATURITY DATE>.]

**U.S. Bank National Association**

DATE: \_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[SIGNATURE OF SIGNATORY]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[PRINTED NAME OF SIGNATORY]

**>> NOTE: A written certificate of notarization must be inserted here, or attached as a separate page to this document. The written certificate of notarization should take the form of the mandatory or recommended template of the state where the notarial act is performed. These individual templates can be found in Appendix A of the Notary Procedures Manual. <<**

[Note: If the indebtedness is a home equity line of credit, tailor affidavit appropriately, for example, replace references to “promissory note” with “home equity line of credit agreement.”]