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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
LITTON LOAN SERVICING LP
4828 Loop Central Drive
Vication Texas 77081 Houston, Texas 77081 Attn: Amanda Miller

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company, a national banking association organized and existing under the laws of the United States and having its principal place of business at 1761 E. St. Andrew Place, Santa Ana, CA 92705-4934, as Trustee (the "Trustee") pursuant to that Pooling and Servicing Agreement by and between Securitized Asset Backed Receivables LLC (the "Depositor"), NC Capital Corporation (the "Responsible Party") and Litton Loan Securitized Asset Backed Receivables LLC (the "Depositor"), NC Capital Corporation (the "Responsible Party") and Litton Loan Trust 2004-NC2, Mortgage Pass-Through Certificates") (the "Agreement"), hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by the Servicer pursuant to the Agreement for the purpose of performing all acts and executing all documents in the name of the Trustee as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgage" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the "Mortgage" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the "Mortgage" and the "Deeds of Trust" respectively) and promissory notes secured by any such Mortgage or Deed of Trust) and for which Litton Loan Servicing LP is acting as Servicer.

This appointment shall apply to the following enumerated transactions only:

- The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recordings is for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.
- The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same. 2.
- The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned. 3.

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- The completion of loan assumption agreements. 4.
- 5.
- 6.
- The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.

 The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
- The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note. 7.
- With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or resolssion of any such foreclosure, including, without limitation, any and all of the following acts:
 - the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of
 - the preparation and issuance of statements of breach or non-performance; ъ.
 - the preparation and filing of notices of default and/or notices of sale;
 - the cancellation/rescission of notices of default and/or notices of sale;
 - the taking of a deed in lieu of foreclosure; and
 - the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e., above.

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ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW

A CERTIFIED COPY

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BEVERLY B. KAUFMAN, County Clerk Harris County, Texas

ATTEST:

Deputy

dr = 40914

> Brown + Associates

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With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including without limitation, the execution of the following documentation:

b. listing agreements; 9.

- b.
- grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
- escrow instructions; and
- any and all documents necessary to effect the transfer of property.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of the date hereof.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, Deutsche Bank National Trust Company, as Trustee pursuant to that Pooling and Servicing Agreement by and between the Trustee and Servicer, dated as of August 1, 2004 (GSAMP 2004-NC2, Securitized Asset Backed Receivables LLC Trust, 2004-NC2, Mortgage Pass Through Certificates, Series 2004-NC2) has caused its corporate hereto affixed and these presents to be signed and acknowledged in its name and behalf by elected and authorized _______ this ______ day of ______, 2004. NOV 1 5 2004

Deutsche Bank National Trust Company as Trustee for GSAMP 2004-NC2, Securitized Asset Backed · Receivables LLC Trust 2004-NC2, Mortgage Pass-Through Certificates

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By: _ Title: FILED FOR RECORD OCT DEC 3 0 2004 County Clerk, Harris County, Texas ke County Clerk, Harris County, Texas ke County Report Manez

STATE OF California

Orange

COUNTY OF

On NOV 1 5 2004

appeared RONALDUREYES AND of Deutsche Bank National Trust Company, as Trustee for GSAMP 2004-NC2, Securitized Asset Backed Receivables LLC Trust 2004-NC2, Mortgage Pass-Through Certificates, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

executed the instrument.

WITNESS my hand and official seal. (SBAL)

PETER QUOC TRAN COMM. # 1338288
NOTARY PUBLIC-CALIFORNIA
ORÂNGE COUNTY
Ny Commis. Expires Dec. 24. 390

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ATTEST:

BEVERLY B. KAUFMAN, County Clerk

Harris County, Texas

Deputy

ANY PROMISSION HEREM WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBE REAL PROPERTY MECHANIC OF COLOR OR RACE IS MYALD AND MEMPROCEASEL UNDER FROMAL LAW. THE STATES OF TEXAS COUNTY OF HARRIS Illustry used the law law of the law law of the law laws of the law law of the law of the law of the law of the law law of the law of t

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ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW

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ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Billy Gilbert Deputy