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4 1228 Euclid Ave. Suite 400  
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A Order: 3073358 Ln: LAKE, IN  
Attn: National Recordings 1120

2006 081500

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2006 SEP 18 AM 9:14

MICHAEL A. BROWN  
RECORDER

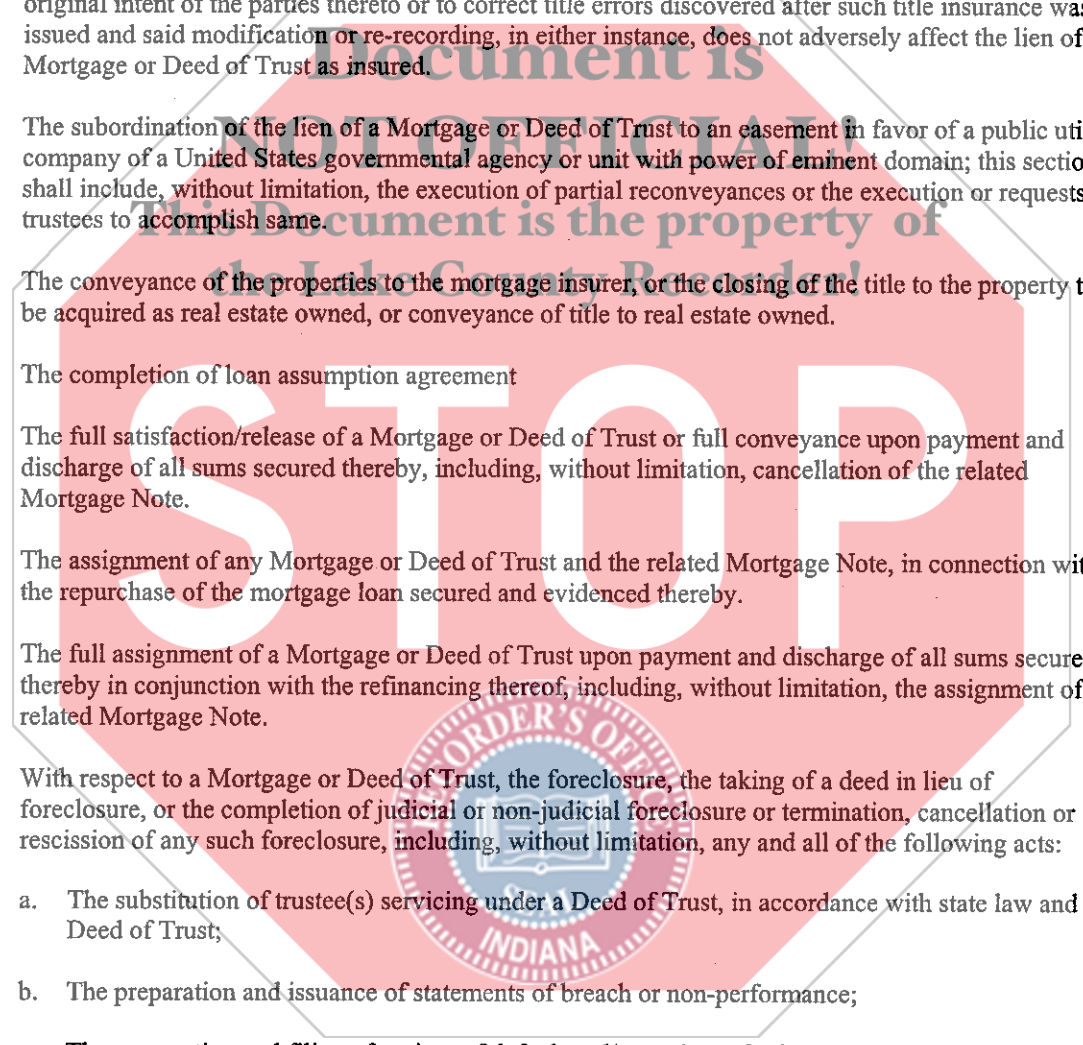
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that The Bank of New York, a New York banking association organized and existing under the laws of the State of New York and having its principal place of business at 101 Barclay Street, New York, New York, 10286 as Trustee (the "Trustee") pursuant to that Servicing Agreement by and between C-BASS ABS, LLC ("C-BASS") and Litton Loan Servicing LP (the "Servicer"), dated as of November 1, 1999 (the "Servicing Agreement"), assigned by C-BASS to the Trustee, hereby constitutes and appoints Servicer, by and through the Servicer's officers, the Trustees 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 Servicing Agreement for the purpose of performing all acts 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 "Mortgages" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee on behalf of the C-BASS Mortgage Loan Asset-Backed Certificates, Series 1999-CB5 (whether the undersigned is named therein as mortgagee or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which the Servicer is acting as servicer, all subject to the terms of the Servicing Agreement.

This appointment shall apply to the following enumerated transactions only:

1. The modification of re-recording of a Mortgage or Deed of Trust, where said modification or re-recording 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.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a United States governmental agency or unit with power of eminent domain; this section shall include, without limitation, the execution of partial reconveyances or the execution or requests to trustees to accomplish same.
3. 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.
4. The completion of loan assumption agreement
5. 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.
6. 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.
7. 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.
8. 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 rescission of any such foreclosure, including, without limitation, any and all of the following acts:
  - a. The substitution of trustee(s) servicing under a Deed of Trust, in accordance with state law and the Deed of Trust;
  - b. The preparation and issuance of statements of breach or non-performance;
  - c. The preparation and filing of notices of default and/or notices of sale
  - d. The cancellation/rescission of notices of default and/or notices of sale;
  - e. The taking of a deed in lieu of foreclosure; and
  - f. The preparation and execution of such other documents and performance such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transaction in paragraphs 8(a) through 8(e), above.

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 things necessary and proper to carry into effect the power or powers



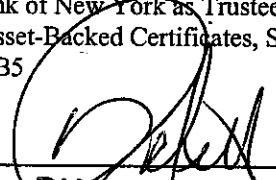
D.V. 1168143  
14.00  
D.D.M.

granted by or under this Limited Power of Attorney, each subject to the terms and in accordance with the standard of care applicable to servicers in the Servicing Agreement as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof. This Limited Power of Attorney shall be effective as of November 1, 1999.

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 as instrument of revocation has been made in writing by the undersigned.

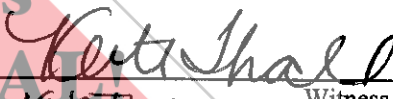
IN WITNESS THEROF, The Bank of New York, as Trustee pursuant to that Servicing Agreement by and between C-BASS and the Servicer, dated as of November 1, 1999, assigned by C-BASS to the Trustee, has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by DIANE PICKETT, its duly elected and authorized Vice President this \_\_\_ day of VICE PRESIDENT

The Bank of New York as Trustee Mortgage  
Loan Asset-Backed Certificates, Series  
1999-CB5

  
\_\_\_\_\_  
**DIANE PICKETT**  
VICE PRESIDENT

Officer

Document is  
**NOT OFFICIAL**

  
\_\_\_\_\_  
Kate Thall  
Witness

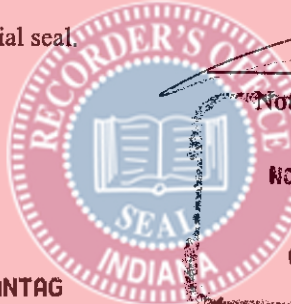
This Document is the property of  
the Lake County Recorder!  
I affirm, under the penalties for  
perjury, that I have taken  
reasonable care to redact each  
Social Security number in this  
document, unless required by law.

State of New York

County of New York

On JUL 09, 2000, before me, the undersigned, a Notary Public in and for said state, personally appeared DIANE PICKETT of The Bank of New York, as Trustee for C-BASS, LLC, 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.

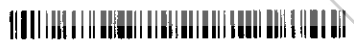
WITNESS my hand and official seal.  
(SEAL)



Notary Public  
**HENRY BAEZ**  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 018A6031258  
QUALIFIED IN BRONX COUNTY  
COMMISSION EXPIRES 09/27/2001

ATTORNEY 72  
10304147

FIRST AMERICAN LENDERS ADVANTAG  
POWER OF ATTORNEY



Chris Mushongachiki