

3.  
RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO  
LITTON LOAN SERVICING LP  
4828 Loop Central Drive  
Houston, Texas 77081  
Attn: Candence Royal  
INV. 606

2006 083922

STATE  
LAK  
FILED



2006 SEP 29 11:37  
2005017504 3 PGS

LIMITED POWER OF ATTORNEY

MICHAEL A. BROWN  
RECORDER

KNOW ALL MEN BY THESE PRESENTS, that JPMorgan Chase Bank, N A , having its principal place of business at 4 New York Plaza, 6th Floor, New York, New York 10004, as Trustee (the "Trustee") pursuant to that Pooling and Servicing Agreement among C-BASS ABS, LLC (the "Depositor"), Litton Loan Servicing LP (the "Servicer"), and the Trustee, dated as of October 1, 2005 (the "Pooling and Servicing 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 Pooling and Servicing 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 "Mortgages" and the "Deeds of Trust", respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various certificateholders (whether the undersigned is named therein as mortgagee or beneficiary 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 Pooling and Servicing Agreement

This appointment shall apply to the following enumerated transactions only:

1. 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.
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 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
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 agreements

Inv 606

[TPW NYLEGAL 396203 3] 17999-00377 11/08/2005 04 16 PM



CERTIFIED COPY OFFICIAL PUBLIC  
STATE OF TEXAS  
COUNTY OF LIBERTY

The foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records in my office and having identification number as stamped thereon, I hereby certify on

JUN - 9 2006

DELIA SELLERS  
COUNTY CLERK  
LIBERTY COUNTY, TEXAS

By   
Deputy  
CHRISTINA CURRY

→ Brown & Associates

1600  
273585  
B

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) serving 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 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

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 lawfully do or cause to be done by authority 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

Inv 606

[TPW\_NYLEGAL.396203.3] 17999-00377 11/08/2005 04:16 PM



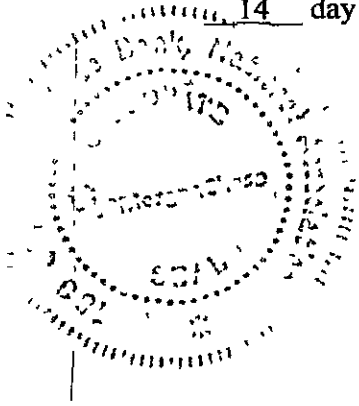
CERTIFIED COPY: OFFICIAL PUBLIC  
STATE OF TEXAS  
COUNTY OF LIBERTY  
The foregoing is a true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records in my office and having identification number as stamped thereon. I hereby certify on

JUN - 9 2006

DEBRA SELLERS  
COUNTY CLERK  
LIBERTY COUNTY, TEXAS

By   
Deputy  
CHRISTINA CURRY

IN WITNESS WHEREOF, JPMorgan Chase Bank, N A as Trustee pursuant to that Pooling and Servicing Agreement among the Depositor, the Servicer, and the Trustee, dated as of October 1, 2005 (C-BASS Mortgage Loan Asset Backed Certificates, Series 2005-RP2), has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by Diane E. Wallace its duly elected and authorized Vice President this 14 day of November, 2005



JP Morgan Chase Bank, N.A., as Trustee for C-BASS Mortgage Loan Asset Backed Certificates, Series 2005-RP2

By [Signature]  
Diane E. Wallace, Vice-President

STATE OF NY  
COUNTY OF Kings

On November 14, 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Diane E. Wallace, Vice President of JPMorgan Chase Bank, N A, as Trustee for CBASS Mortgage Loan Asset Backed Certificates, Series 2005-RP2, 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.

WITNESS my hand and official seal  
(SEAL)

[Signature]  
Notary Public

My Commission Expires \_\_\_\_\_  
ROSITA WALTERS  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN KINGS COUNTY  
NO. 01WA6046854  
COMMISSION EXPIRES OCT. 2, 2006

OFFICIAL RECORDS  
LIBERTY COUNTY  
DELIA SELLERS  
COUNTY CLERK  
RECORDING FEE \$24.00  
# 2005017504  
12/15/2005 11 17 AM 3 PGS  
NCESSNA, DC Receipt #015708

STATE OF TEXAS  
COUNTY OF LIBERTY }  
I, Delia Sellers, hereby certify that the instrument as FILED in the number and volume on the date and at the time stamped hereon by me, and was duly RECORDED in the volume and page of the OFFICIAL PUBLIC RECORDS of Liberty County, Texas, as Stamped hereon by me on

DEC 15 2005

[Signature]  
COUNTY CLERK  
LIBERTY COUNTY, TEXAS



[TPW NYLEGAL 396203 3] 17999-00377 11/08/2005 04 16 PM

CERTIFIED COPY OFFICIAL PUBLIC  
STATE OF TEXAS  
COUNTY OF LIBERTY  
The foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records in my office and having identification Number as stamped thereon, hereby certify on

JUN - 9 2006

DELIA SELLERS  
COUNTY CLERK  
LIBERTY COUNTY, TEXAS  
By [Signature]  
CHRISTINA CURRY