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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

Prepared by EMC Mortgage Corporation.

When recorded return to:

EMC Mortgage Corporation
Attn: Collateral Management
2780 Lake Vista Drive
Lewisville, TX 75067-3884
972/44-2800

2007 046506

2007 JUN -7 AM 11:48

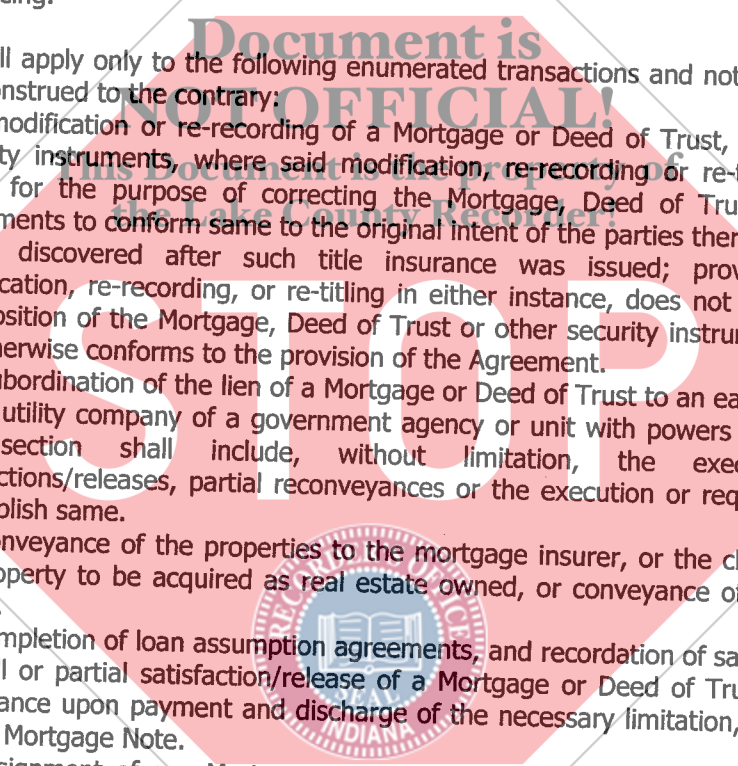
MICHAEL A. BROWN
RECORDER

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that JPMorgan Chase Bank, a New York Banking Corporation organized and existing under the laws of the State of New York and having its principal place of business at 4 New York Plaza, 6th Floor, New York, New York 10004, (the "Trustee") pursuant to a Pooling and Servicing Agreement dated April 1, 2005, ("Agreement") hereby constitutes and appoints EMC Mortgage Corporation, the Seller and Servicer, ("EMC"), by and through EMC'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 EMC pursuant to the Agreement solely for the purpose of performing such acts and executing such documents in the name of the Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and "Deeds of Trust" respectively), retail installment contracts ("other security instruments") and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various certificateholders of Bear Stearns Asset Backed Securities Trust 2005-SD2, Asset Backed Certificates, Series 2005-SD2 (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee or beneficiary by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust and/or assignment of the Mortgage or Deed of Trust) and for which EMC is servicing.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement shall be construed to the contrary:

1. The modification or re-recording of a Mortgage or Deed of Trust, or re-titling of other security instruments, where said modification, re-recording or re-titling is being done solely for the purpose of correcting the Mortgage, Deed of Trust or other security instruments to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; provided that (i) said modification, re-recording, or re-titling in either instance, does not adversely affect the lien position of the Mortgage, Deed of Trust or other security instrument as insured and (ii) otherwise conforms to the provision of the Agreement.
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, and recordation of same (if necessary).
5. The full or partial satisfaction/release of a Mortgage or Deed of Trust or full or partial conveyance upon payment and discharge of the necessary limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage, Deed of Trust or other security instrument 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, Deed of Trust or other security instrument 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.



RETURN RECORDED DOCS TO:
KASPARNET, LLC
3613 RESERVE COMMONS DR.
MEDINA, OH 44256



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C104214
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Inv A07 A08

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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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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 deed-in-lieu of foreclosure; and
 - f. The preparation and execution of such other documents and performance of such other actions as may be helpful or necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraph 8. a. through 8. e. above.
9. With respect to other security instruments the power to:
 - a. Perform any other necessary acts of foreclosure and/or eviction.
10. With respect to the sale of real property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation, the execution of the following documentation:
 - a. Listing agreements;
 - b. Purchase and sale agreements;
 - c. Grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
 - d. Escrow instructions; and
 - e. Any and all documents necessary to effect the transfer of real property.
11. The modification or amendment of escrow agreements established for repairs to the mortgaged or real property.
12. The endorsement of loss drafts or other checks that are necessary to effectuate proper servicing of the loan or repairs to the real 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 the Limited Power of Attorney shall be effective as of April 1, 2005.

This Appointment is to be construed and interpreted as a Limited Power of Attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the Trustee under the Agreement, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding brought against JPMorgan Chase Bank as Trustee for the applicable trust, except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of JPMorgan Chase Bank as Trustee, then the Servicer shall forward a copy of same to the Trustee within a reasonable period of time.

This Limited Power of Attorney is not intended to extend the powers granted to the Servicer under the Agreements or to allow the Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement. Notwithstanding anything contained herein to the contrary, Seller shall not, without the Trustee's prior written consent (i) hire or procure counsel to represent the Trustee in its individual capacity; or (ii) prepare, execute or deliver any government filing

forms, permit registration or other documents, which have the effect of causing the Trustee to be registered to do business in any state. The Servicer hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of the Trustee under the Agreement.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

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.

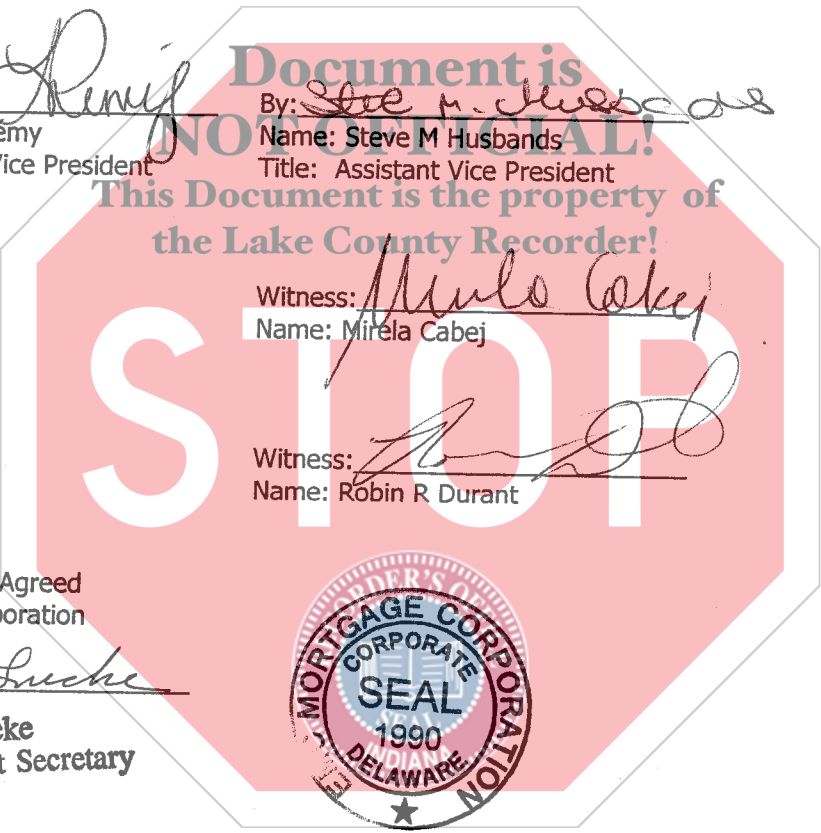
IN WITNESS WHEREOF, JPMorgan Chase Bank has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 27th day of September, 2005.

JPMORGAN CHASE BANK, a National Association,
not in its individual capacity but solely as Trustee

Attest: *Peggy Remy*
Name: Peggy Remy
Title: Assistant Vice President

By: *Steve M. Husbands*
Name: Steve M Husbands
Title: Assistant Vice President

{Corporate Seal}



Witness: *Mirela Cabej*
Name: Mirela Cabej

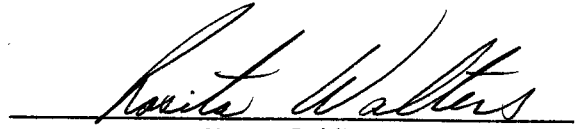
Witness: *Robin R Durant*
Name: Robin R Durant

Acknowledged and Agreed
EMC Mortgage Corporation

By: *Ann Lucke*
Name: **Ann Lucke**
Title: **Assistant Secretary**

State of New York)
)ss.:
County of New York)

On this 27th day of September in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared Steve M Husbands, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

ROSITA WALTERS
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN KINGS COUNTY
NO. 01WA6048854
COMMISSION EXPIRES OCT. 2, 2006

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document unless required by law. Amy Bausch

