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STATE OF INDIANA  
LASS COUNTY  
FILED FOR RECORD

2009 APR -6 AM 8:33

MICHAEL A. BROWN  
RECORDER

Return to:  
Brown & Associates  
10592-A Fuqua PMB 426  
Houston, TX 77089

**RECORDING REQUESTED BY  
& AFTER RECORDING RETURN TO:**

Litton Loan Servicing LP  
4828 Loop Central Drive  
Houston, Texas 77081  
Attention: Alison S. Walas  
Prepared By: *LKump*

ER 010 - 08 - 1068

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **THE BANK OF NEW YORK MELLON F/K/A THE BANK OF NEW YORK**, having its main office at 101 Barclay Street, New York, New York 10286 (the "Bank"), hereby **appoints Litton Loan Servicing LP**, to be the Bank's true and lawful Attorney-in-Fact (the "Attorney") to act in the name, and on behalf, of the Bank with power to do only the following in connection with that Pooling and Servicing Agreement among C-BASS ABS, LLC, (the "Depositor"), Credit-Based Asset Servicing and Securitization LLC (the "Seller"), Litton Loan Servicing LP (the "Servicer"), and The Bank of New York as successor to JPMorgan Chase Bank, National Association, f/k/a JPMorgan Chase Bank (the "Trustee"), dated as of May 1, 2004 (the "Pooling and Servicing Agreement") on behalf of the Bank:

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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.

639 - 2004-RP1



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



*Isabel C. Garcia*  
Isabel C. Garcia Deputy

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405153  
P3

ER 010 - 08 - 1070

**This Power of Attorney is effective for one (1) year from the date hereof or the earlier of (i) revocation by the Bank, (ii) the Attorney shall no longer be retained on behalf of the Bank or an affiliate of the Bank; or (iii) the expiration of one year from the date of execution.**

**The authority granted to the attorney-in-fact by the Power of Attorney is not transferable to any other party or entity.**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law principles.

All actions heretofore taken by said Attorney, which the Attorney could properly have taken pursuant to this Power of Attorney, be, and hereby are, ratified and affirmed.



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 LAWS OF THE UNITED STATES.

A CERTIFIED COPY

ATTEST: *[Signature]*  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*[Signature]* Deputy  
Isabel C. Garcia

**SEAL**

IN WITNESS WHEREOF, The Bank of New York Mellon f/k/a The Bank of New York as successor to JPMorgan Chase Bank, National Association, f/k/a JPMorgan Chase Bank, as Trustee under the Pooling and Servicing Agreement, dated as of May 1, 2004, among Credit-Based Asset Servicing and Securitization LLC, C-BASS ABS, LLC, Litton Loan Servicing LP and JPMorgan Chase Bank, C-BASS Mortgage Loan Asset Backed Certificates, Series 2004-RP1, pursuant to that Pooling and Servicing Agreement among the Depositor, the Servicer, the Seller and the Trustee, dated as of May 1, 2004, and these present to be signed and acknowledged in its name and behalf by Harold Fudali its duly elected and authorized Managing Director this 26th day of November, 2008.

The Bank of New York Mellon f/k/a The Bank of New York as successor to JPMorgan Chase Bank, National Association, f/k/a JPMorgan Chase Bank, as Trustee under the Pooling and Servicing Agreement, dated as of May 1, 2004, among Credit-Based Asset Servicing and Securitization LLC, C-BASS ABS, LLC, Litton Loan Servicing LP and JPMorgan Chase Bank, C-BASS Mortgage Loan Asset Backed Certificates, Series 2004-RP1

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ER 010 - 08 - 1071

By: [Signature]  
Name: Harold Fudali  
Title: Managing Director

By: [Signature]  
Name: Andrew M. Cooper  
Title: Assistant Vice President

Witness: [Signature]  
Printed Name: Alexander Tonge

Witness: [Signature]  
Printed Name: Kshitij Mittal



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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  
ATTEST: [Signature] JAN 08 2009  
BEVERLY B. KATZMAN, County Clerk  
Harris County, Texas

[Signature] Deputy  
Isabel C. Garcia

ACKNOWLEDGEMENT

STATE OF New York  
COUNTY OF New York

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§  
§

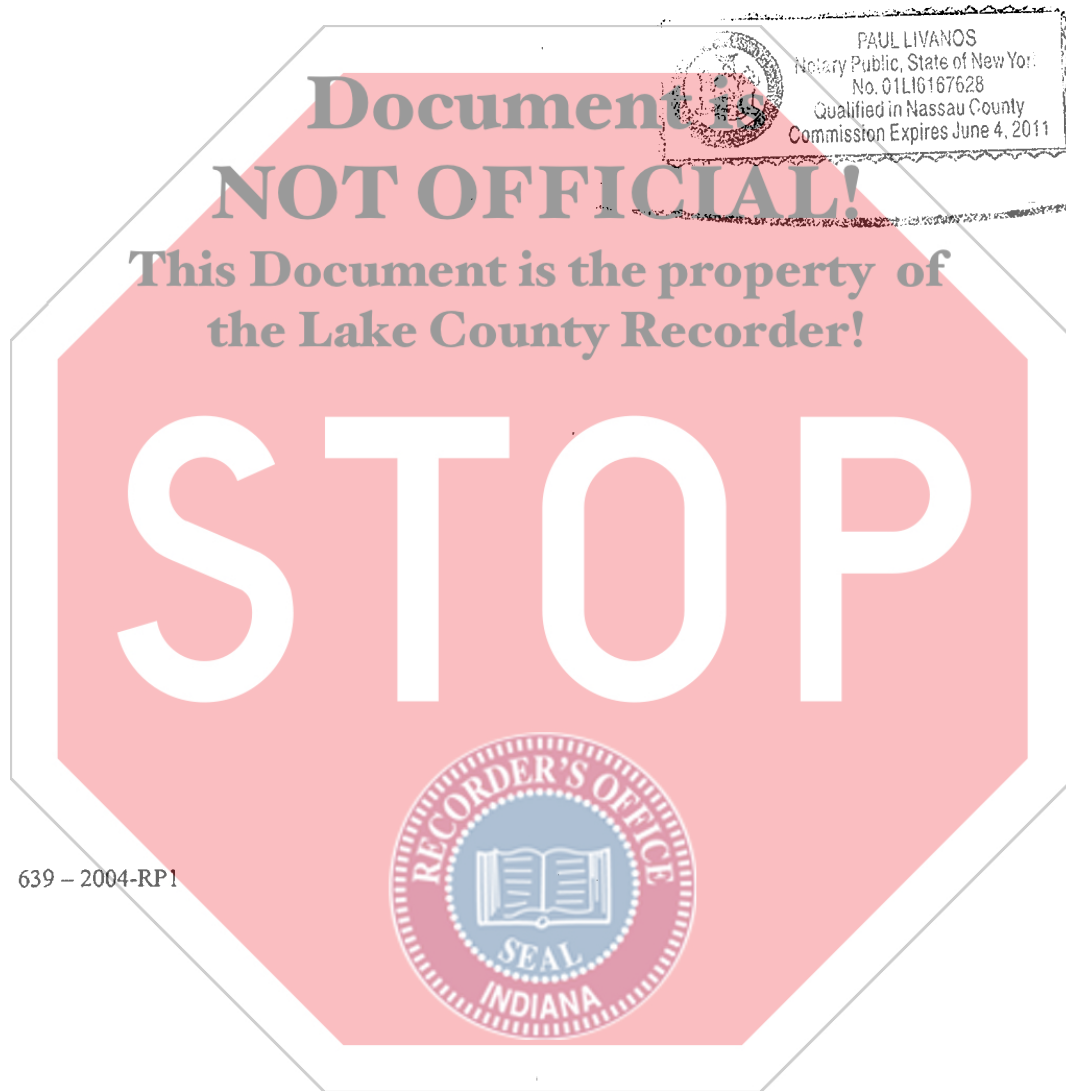
Personally appeared before me the above-named Harold Fudali and Andrew M. Cooper, known or proved to me to be the same persons who executed the foregoing instrument and to be the Managing Director and Assistant Vice President respectively of **The Bank of New York Mellon f/k/a The Bank of New York as successor to JPMorgan Chase Bank, National Association, f/k/a JPMorgan Chase Bank, as Trustee under the Pooling and Servicing Agreement, dated as of May 1, 2004, among Credit-Based Asset Servicing and Securitization LLC, C-BASS ABS, LLC, Litton Loan Servicing LP and JPMorgan Chase Bank, C-BASS Mortgage Loan Asset Backed Certificates, Series 2004-RP1, and acknowledged that they executed the same as their free act and deed and the free act and deed of the Trustee.**

Subscribed and sworn before me this 26<sup>th</sup> day of November, 2008.

  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

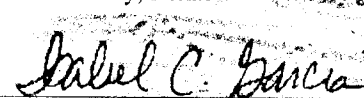
ER 010 - 08 - 1072



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

ATTEST:  JAN 06 2009  
BEVERLY B. KALPMAN, County Clerk  
Harris County, Texas

  
Isabel C. Garcia Deputy

ER 010 - 08 - 1073

20090002414  
# Pages 6  
01/05/2009 09:12:26 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
BEVERLY KAUFMAN  
COUNTY CLERK  
Fees 32.00

**Document is  
NOT OFFICIAL!**

**This Document is the property of  
the Lake County Recorder.**

RECORDERS MEMORANDUM  
This instrument was received and recorded electronically  
and any blackouts, additions or changes were present  
at the time the instrument was filed and recorded.

**STOP**  
Any provision herein which restricts the sale, rental, or  
use of the described real property because of color or  
race is invalid and unenforceable under federal law.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in  
File Number Sequence on the date and at the time stamped  
hereon by me; and was duly RECORDED in the Official  
Public Records of Real Property of Harris County, Texas.



*Beverly Kaufman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



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

ATTEST: *JAN 05 2009*  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*Isabel C. Garcia*

Isabel C. Garcia

**SEAL**  
Deputy

ER 010 - 08 - 1069

4. The completion of loan assumption agreements and modification agreements.

5. The full or partial 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; and

9. to execute any other documents referred to in the above-mentioned documents or that are ancillary or related thereto or contemplated by the provisions thereof; and

to do all things necessary or expedient to give effect to the aforesaid documents including, but not limited to, completing any blanks therein, making any amendments, alterations and additions thereto, to endorse which may be considered necessary by the Attorney, to endorse on behalf of the Trustee all checks, drafts and/or negotiable instruments made payable to the Trustee in respect of the documents, and executing such other documents as may be considered by the Attorney necessary for such purposes.

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A CERTIFIED COPY

ATTEST: **JAN 08 2008**  
BEVERLY B. CAUFEMAN, County Clerk  
Harris County, Texas

*Isabel C. Garcia*

Deputy

Isabel C. Garcia

