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2009 080311

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
2009 DEC -3 AM 10:56  
MICHAEL A. BROWN  
RECORDER



000-15999220

Lake, IN

T008 LLS

INV. 522



19.00  
CR# 52049  
CP  
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Fee Amt: \$14.00 Page 1 of 3  
Forsyth County, GA  
Greg G. Allen Clerk Superior Ct  
BK 5311 PG 274-276

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Prepared By: Kump

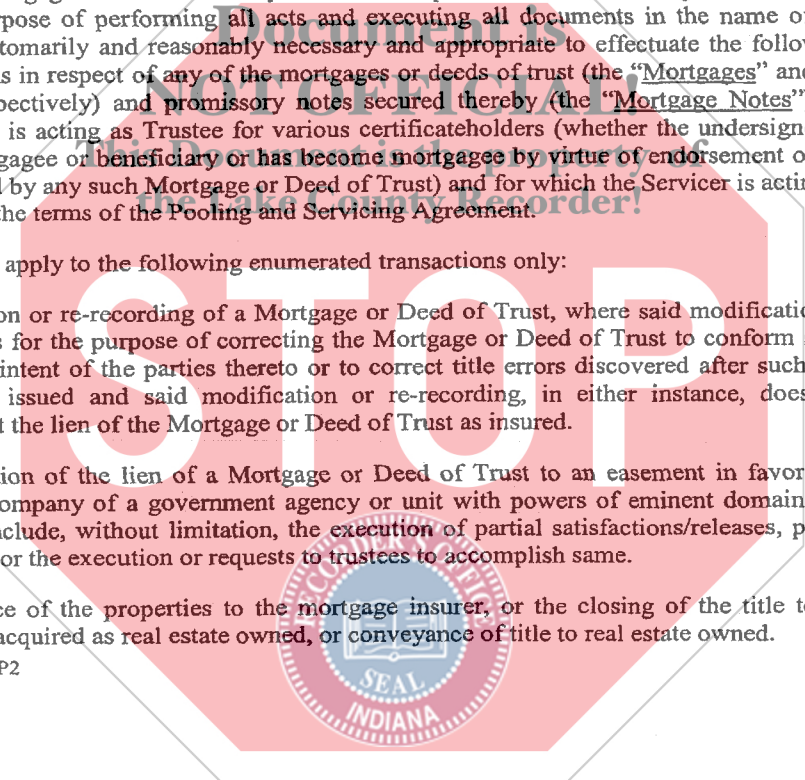
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Bank of America, National Association as successor by merger to LaSalle Bank National Association, having its principal place of business at 135 S. LaSalle Street, Suite 1511, Chicago, Illinois 60603, 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 June 1, 2007 (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.

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4. The completion of loan assumption agreements.
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.



Notwithstanding anything contained herein to the contrary, the Servicer shall not, without the Trustee's written consent: (i) initiate any action, suit or proceeding solely under the Trustee's name without indicating the Servicer's representative capacity; provided that the Servicer shall not be required to sign this Power of Attorney in order to perform the functions enumerated herein or (ii) take any action with the intent to cause, or which actually does cause, the Trustee to be registered to do business in any state.

IN WITNESS WHEREOF, Bank of America, National Association as successor by merger to LaSalle Bank National Association as Trustee pursuant to that Pooling and Servicing Agreement among the Depositor, the Servicer, and the Trustee, dated as of June 1, 2007, C-BASS 2007-SP2 Trust, C-BASS Mortgage Loan Asset-Backed Certificates, Series 2007-SP2, has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by Jennifer Wilt, its duly elected and authorized Vice President this 13<sup>th</sup> day of January, 2009.

Bank of America, National Association as successor by merger to LaSalle Bank National Association, as Trustee for the C-BASS Mortgage Loan Asset-Backed Certificates, Series 2007-SP2

By Jennifer Wilt  
Name: Jennifer Wilt  
Title: Vice President

Witness: April Haley  
Name: April Haley  
Title: Trust Officer

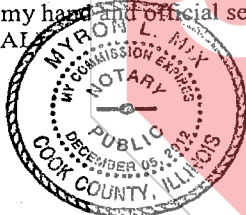
Witness: Matthew Smith  
Name: Matthew Smith  
Title: Trust Officer



STATE OF ILLINOIS  
COUNTY OF COOK

On January 13<sup>th</sup>, 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared Jennifer Wilt, Vice President of Bank of America, National Association as successor by merger to LaSalle Bank National Association, as Trustee for the C-BASS Mortgage Loan Asset-Backed Certificates, Series 2007-SP2, 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)



Myron Mox  
Notary Public

My Commission Expires

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By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_



**GEORGIA FORSYTH COUNTY**

I, Greg G. Allen, Clerk Superior Court in and for said county, do hereby certify that this is a true and correct copy of the original that appears on record. Power

Attorney Book 5311 Page 274-276 this office  
Given under my official signature and the seal of said Court,  
this 17 day of March - 2005  
By: Shirley Kay Baskin Deputy Clerk  
Forsyth Superior Court