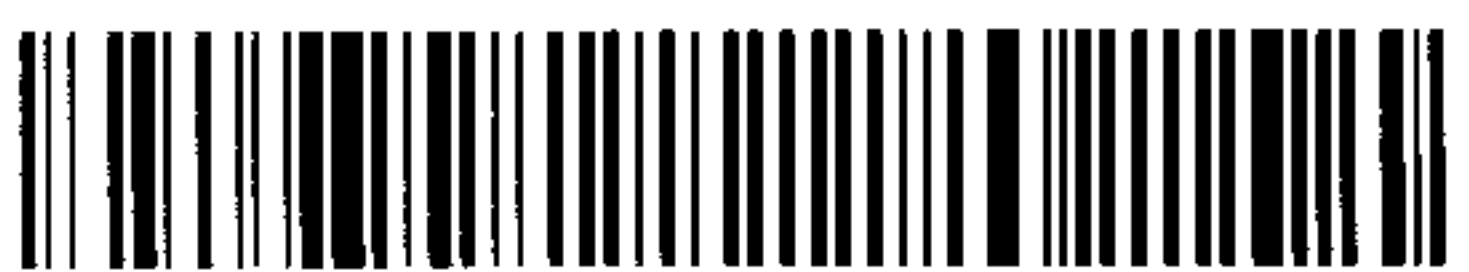


RETURN TO
RESOURCE TITLE AGENCY OF TN, LLC
3931-B GALLATIN PIKE
NASHVILLE, TN 37216


20090106000003620 1/3 \$17.00
Shelby Cnty Judge of Probate, AL
01/06/2009 12:45:28PM FILED/CERT

RECORDING REQUESTED BY
& AFTER RECORDING RETURN TO:
LITTON LOAN SERVICING LP
4828 Loop Central Drive
Houston, Texas 77081
Attn: Alison S. Walas
Prepared By: A. Walas

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that U.S. Bank National Association, having its principal place of business at 60 Livingston Avenue, St. Paul, Minnesota 55107, as Trustee (the "Trustee") pursuant to that Pooling and Servicing Agreement among Asset Backed Funding Corporation (the "Depositor"), Litton Loan Servicing LP (the "Servicer"), and the Trustee, dated as of August 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.
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 nonperformance;
 - 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.

IN WITNESS WHEREOF, U.S. Bank National Association, as Trustee pursuant to that Pooling and Servicing Agreement among the Depositor, the Servicer, and the Trustee, dated as of August 1, 2005 (C-BASS Mortgage Loan Asset Backed Certificates, Series 2005-CB5), has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by Tamara Schultz-Fugh its duly elected and authorized Vice President this 16th day of May, 2008.

NO CORPORATE SEAL

U.S. Bank National Association, as Trustee
for the C-BASS Mortgage Loan Asset-
Backed Certificates, Series 2005-CB5

By: Tamara Schultz-Fugh
Name: Tamara Schultz-Fugh
Title: Vice President

Witness: [Signature]
Name: Michael D. Bengtson
Title: Assistant Vice President

Witness: Kari Anderson
Name: Kari Anderson
Title: Trust Officer

STATE OF MINNESOTA

COUNTY OF RAMSEY

Personally appeared before me the above-named Tamara Schultz-Fugh, known or proved to me to be the same person who executed the foregoing instrument and to be the Vice President of the Trustee for C-BASS Mortgage Loan Asset Backed Certificates, Series 2005-CB5, and acknowledged that s/he executed the same as her/his free act and deed and the free act and deed of the Trustee.

Subscribed and sworn before me this 16th day of May, 2008.



[Signature]
Trisha Willett
Notary Public
My Commission expires 1/31/2012