

Manly Deas
4p
INC
4

140003542 LPOA \$19.00
04/24/2014 01:14:24P 4 PGS
Debra Carnes
Hancock County Recorder IN
Recorded as Presented



File No. 2013-04952
Date 12/5/13
Time 10:31
Recorder, Jefferson Co., IN
Leigh Koehler
Leigh Koehler

COPY RECORDED
DELAWARE COUNTY
RECORDER

LIMITED POWER OF ATTORNEY
TO SUCCESSOR SERVICER
RECORD FIRST
Dated as of August 22, 2013

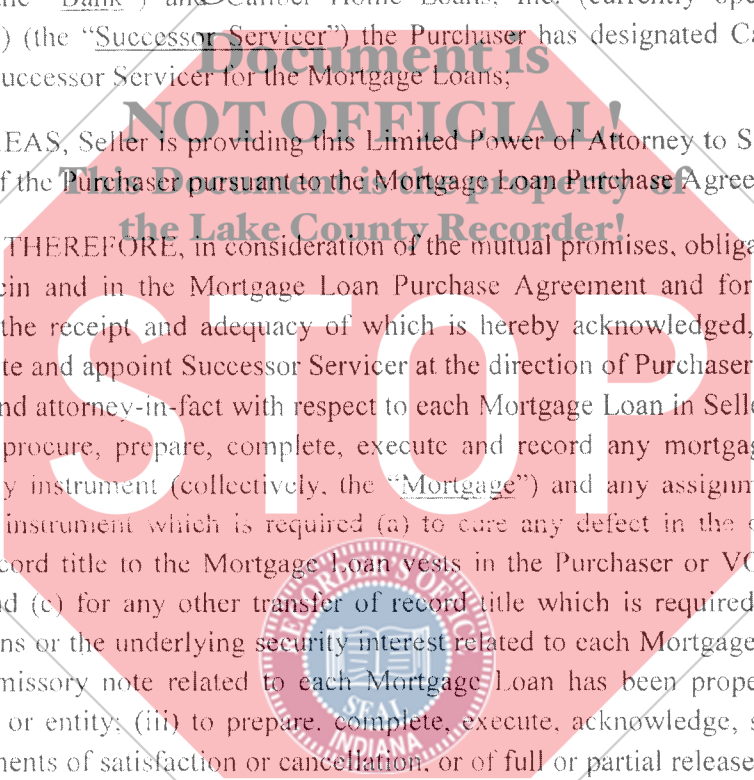
KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, pursuant to the terms of the Mortgage Loan Purchase Agreement, by and among VOLT Holdings, LLC (the "Purchaser"), HSBC Finance Corporation, a Delaware corporation, solely in its capacity as Seller Representative, and the Persons listed on Schedule L01(a) thereto, made and entered into as of June 3, 2013 (the "Mortgage Loan Purchase Agreement"), Household Finance Corporation III (the "Seller"), as one of the Sellers under the Mortgage Loan Purchase Agreement, Seller sold, and the Purchaser purchased, certain mortgage loans (the "Mortgage Loans");

WHEREAS, pursuant to the terms of the Interim Servicing Agreement, made and entered into as of June 3, 2013, by and among the Purchaser, the Interim Servicers, HSBC Finance Corporation, in its capacity as Interim Servicer Representative, HSBC Bank USA, National Association (the "Bank") and Caliber Home Loans, Inc. (currently operating as Interest Financial, Inc.) (the "Successor Servicer") the Purchaser has designated Caliber Home Loans, Inc. to act as Successor Servicer for the Mortgage Loans;

WHEREAS, Seller is providing this Limited Power of Attorney to Successor Servicer at the direction of the Purchaser pursuant to the Mortgage Loan Purchase Agreement;

NOW, THEREFORE, in consideration of the mutual promises, obligations and covenants contained herein and in the Mortgage Loan Purchase Agreement and for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, Seller does hereby make, constitute and appoint Successor Servicer at the direction of Purchaser, as Seller's true and lawful agent and attorney-in-fact with respect to each Mortgage Loan in Seller's name and on its behalf and in its stead: (i) to procure, prepare, complete, execute and record any mortgage, deed of trust or similar security instrument (collectively, the "Mortgage") and any assignment of Mortgage or reconveyance instrument which is required (a) to cure any defect in the chain of title, (b) to ensure that record title to the Mortgage Loan vests in the Purchaser or VOLT Asset Holdings Trust XVI, and (c) for any other transfer of record title which is required with respect to the Mortgage Loans or the underlying security interest related to each Mortgage Loan; (ii) to ensure that each promissory note related to each Mortgage Loan has been properly endorsed to the proper person or entity; (iii) to prepare, complete, execute, acknowledge, seal and deliver any and all instruments of satisfaction or cancellation, or of full or partial release or discharge and all other comparable instruments with respect to the Mortgage Loans; (iv) to cure any other defects associated with any other document or instrument with respect to a Mortgage Loan; and (v) to endorse checks and other payment instruments that are payable to the order of Seller and that



2014
050631

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2014 JUN 22 AM 9:35
MICHAEL BROWN
RECORDER

1800
num cm
028167
DN

Manly Deas

TX:4044931
8 0 6 4 1 3 8

2014R03769
JANE LASATER
DELAWARE COUNTY RECORDER
RECORDED ON
04/07/2014 10:49 AM
REC FEE: 18.00
PAGES: 4

\$ 17.00 + 2.00 = 19.00
Manly Deas Kochalski
PO Box 165028
Columbus, OH 43212

have been received by the Purchaser or the Successor Servicer from mortgagors or any insurer in respect of insurance proceeds related to any Mortgage Loan.

This Limited Power of Attorney may be utilized fully to all intents and purposes as Seller might or could do if personally present, hereby ratifying and confirming all that Successor Servicer as said attorney in fact shall lawfully do or cause to be done by virtue hereof.

ARTICLE I

The enumeration of particular powers herein is not intended in any way to limit the grant to Successor Servicer as Seller's attorney-in-fact of full power and authority with respect to the Mortgage Loans to complete (to the extent necessary), file and record any documents, instruments or other writings referred to above as fully, to all intents and purposes, as Seller might or could do if personally present, hereby ratifying and confirming whatsoever such attorney-in-fact shall and may do by virtue hereof; provided that this instrument is to be construed and interpreted as a limited power of attorney and does not empower or authorize the said attorneys-in-fact to do any act or execute any document on behalf of Seller not specifically described herein. Seller agrees and represents to those dealing with such attorney-in-fact that they may rely upon this Limited Power of Attorney. Any and all third parties dealing with Successor Servicer as Seller's attorney-in-fact may rely completely, unconditionally and conclusively on the authority of Successor Servicer and need not make any inquiry about whether Successor Servicer is acting pursuant to the Mortgage Loan Purchase Agreement. Any purchaser, title insurance company or other third party may rely upon a written statement by Successor Servicer that any particular Mortgage Loan or related mortgaged real property in question is subject to and included under this Limited Power of Attorney or the Mortgage Loan Purchase Agreement.

ARTICLE II

Any act or thing lawfully done hereunder and in accordance with this Limited Power of Attorney by Purchaser shall be binding on Seller and Seller's successors and assigns.

ARTICLE III

The rights, power, and authority of the attorney-in-fact granted in this instrument shall commence and be in full force and effect on the date of execution and such rights, powers and authority shall remain in full force and effect until 11:59 p.m., Eastern Standard time, on the date that is one year from such date (the "POA Termination Date"). This Limited Power of Attorney shall be coupled with an interest and shall be irrevocable prior to the POA Termination Date.

Nothing herein shall be deemed to amend or modify the Mortgage Loan Purchase Agreement or the respective rights, duties or obligations of Seller under the Mortgage Loan Purchase Agreement, and nothing herein shall constitute a waiver of any rights or remedies thereunder.



END OF DOCUMENT

IN WITNESS WHEREOF, Seller has caused this instrument to be executed by its officer duly authorized as of the date first written above.

HOUSEHOLD FINANCE CORPORATION III

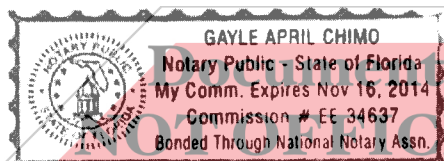
By: [Signature]
Name: Connie F. Rogers
Title: Assistant Vice President

WITNESS:
[Signature]
Name: Tray Huffman

STATE OF FLORIDA)
)ss.
COUNTY OF HILLSBOROUGH)

WITNESS:
[Signature]
Name: Gayle April Chimo

On this 20 day of August 2013, before me, a notary public in and for the State of Florida, appeared Connie F. Rogers, who is known to me to be an Assistant Vice President of the entity listed above, and who signed her name hereto for the purposes stated herein.

[SEAL]  is [Signature] NOTARY PUBLIC

HOUSEHOLD FINANCE CORPORATION III

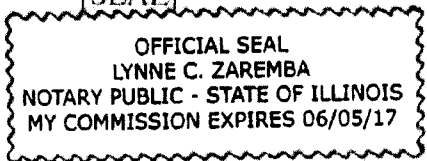
By: [Signature]
Name: Carin Rodemoyer
Title: Assistant Vice President

WITNESS:
[Signature]
Name: Holley Dahm

STATE OF ILLINOIS)
)ss.
COUNTY OF LAKE)

WITNESS:
[Signature]
Name: Lynne C. Zarembo

On this 22 day of August 2013, before me, a notary public in and for the State of Illinois, appeared Carin Rodemoyer, who is known to me to be an Assistant Vice President of the entity listed above, and who signed her name hereto for the purposes stated herein.

[SEAL] 

[Signature]
NOTARY PUBLIC