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LIMITED POWER OF ATTORNEY  
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2014 050642

1. Wells Fargo Delaware Trust Company, N.A., not in its individual capacity, but solely as Owner Trustee for Vericrest Opportunity Loan Trust 2011-NPL1 (the "Issuer" or "Trust") hereby constitutes and appoints:

VERICREST FINANCIAL, INC.

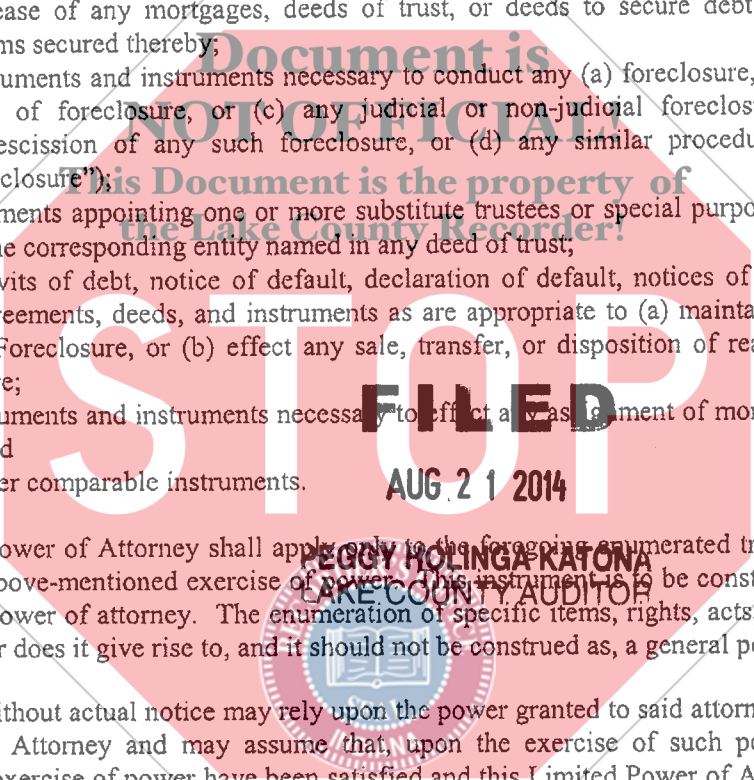
solely in its capacity as the Servicer under that certain Securitization Servicing Agreement, dated as of July 27, 2011 (the "Servicing Agreement"), by and among Vericrest Financial, Inc, as servicer (the "Servicer), the Issuer, VOLT Participation Trust 2011-NPL1, as participation agent, VOLT REO 2011-NPL1, LLC, as REO Owner, and Wells Fargo Bank, N.A., as Indenture Trustee relating to the Trust and any related governing transactional and servicing agreement(s), including but not limited to the Trust Agreement (as such term is defined below) (collectively, the "Agreements"), as its true and lawful attorney-in-fact, acting by and through its authorized officers, with full authority and power to execute and deliver on behalf of the Issuer any and all of the following instruments to the extent consistent with the terms and conditions of the Agreements:

- (i) all documents with respect to residential mortgage loans serviced for the Trust by the Servicer which are customarily and reasonably necessary and appropriate for the satisfaction, cancellation, or partial or full release of any mortgages, deeds of trust, or deeds to secure debt upon payment and discharge of all sums secured thereby;
- (ii) all documents and instruments necessary to conduct any (a) foreclosure, or (b) the taking of any deed in lieu of foreclosure, or (c) any judicial or non-judicial foreclosure or termination, cancellation, or rescission of any such foreclosure, or (d) any similar procedure (collectively, as applicable, a "Foreclosure");
- (iii) instruments appointing one or more substitute trustees or special purpose entities ("SPEs") to act in place of the corresponding entity named in any deed of trust;
- (iv) affidavits of debt, notice of default, declaration of default, notices of foreclosure, and all such contracts, agreements, deeds, and instruments as are appropriate to (a) maintain any real property acquired through Foreclosure, or (b) effect any sale, transfer, or disposition of real property acquired through Foreclosure;
- (v) all documents and instruments necessary to effect a novation, assignment of mortgage or assignment of deed of trust; and
- (vi) all other comparable instruments.

2. This Limited Power of Attorney shall apply only to the foregoing enumerated transactions and shall be limited to the above-mentioned exercise of power. This instrument is to be construed and interpreted only 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 should not be construed as, a general power of attorney.

3. Third parties without actual notice may rely upon the power granted to said attorney-in-fact under this Limited Power of Attorney and may assume that, upon the exercise of such power, all conditions precedent to such exercise of power have been satisfied and this Limited Power of Attorney has not been revoked. This Limited Power of Attorney shall supersede and replace any other limited power of attorney executed by Wells Fargo Delaware Trust Company, N.A., not in its individual capacity, but solely as Owner Trustee for the Issuer in connection with the Agreements in favor of the Servicer and any such other limited power of attorney shall be deemed revoked by this writing.

STATE OF INDIANA  
LAKE COUNTY  
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4. This Limited Power of Attorney is effective as of the date below and shall remain in full force and effect until (a) revoked in writing by Wells Fargo Delaware Trust Company, N.A., not in its individual capacity, but solely as Owner Trustee for the Issuer, or (b) the termination, resignation or removal of the Issuer or the Owner Trustee, or (c) the termination, resignation or removal of the Servicer as servicer of the Trust, or (d) the termination of the Servicing Agreement or Trust Agreement (as such term is defined below), whichever occurs earlier.

5. Nothing contained in this Limited Power of Attorney shall (i) limit in any manner any indemnification obligation provided by the Servicer to the Owner Trustee or Trust under the Agreements or any document related thereto, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation, or proceeding in the name of the Owner Trustee or Trust except as specifically provided for herein or under the Agreements.

6. It is expressly understood and agreed that (a) this Limited Power of Attorney is executed and delivered by Wells Fargo Delaware Trust Company, N.A., on behalf of the Issuer not individually or personally but solely as Owner Trustee under that certain Trust Agreement (the "Trust Agreement"), dated July 27, 2011, among Vericrest Opportunity Loan Transferor III, LLC, as depositor, Wells Fargo Bank, N.A., as certificate registrar and paying agent, and Wells Fargo Delaware Trust Company, N.A., (in its individual capacity, together with its successors and assigns, the "Trust Company"), as owner trustee (solely in such capacity, the "Owner Trustee"), in the exercise of the powers and authority conferred upon and vested in Wells Fargo Delaware Trust Company, N.A., as Owner Trustee under the Trust Agreement, (b) each of the representations, undertakings and agreements herein made on the part of the Issuer is made and intended not as the personal representation, undertaking or agreement of Wells Fargo Delaware Trust Company, N.A., but is made and intended for the purpose of binding only the Issuer, and (c) nothing herein contained shall be construed as creating any liability on the part of Wells Fargo Delaware Trust Company, N.A., individually or personally, to perform any covenant or obligation of the Issuer, either expressed or implied, contained herein, all such liability, if any, being expressly waived by the Servicer in connection with its use of this Limited Power of Attorney and by any Person claiming by, through or under the Servicer or any other Person.

Dated: September 2, 2011

Wells Fargo Delaware Trust Company, N.A., not in its individual capacity, but solely as Owner Trustee for Vericrest Opportunity Loan Trust 2011-NPL1



By:  
Name:  
Title:

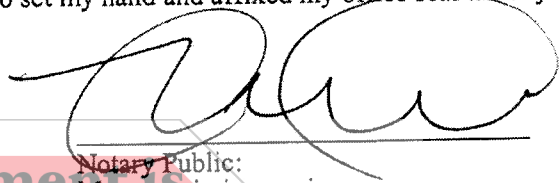
*Amy L. Martin*  
Amy L. Martin  
Vice President

STATE OF DELAWARE  
COUNTY OF NEW CASTLE

ss:

On the 2<sup>nd</sup> day of September 2011 before me, Christina A. Hill, a Notary in and for said State, personally appeared Amy L. Martin, known to me to be Vice President of Wells Fargo Delaware Trust Company, N.A., and also known to me to be the person who executed this Limited Power of Attorney on behalf of Wells Fargo Delaware Trust Company, N.A., as Owner Trustee on behalf of the Issuer, and acknowledged to me that Wells Fargo Delaware Trust Company, N.A., as Owner Trustee on behalf of the Issuer, executed this Limited Power of Attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my office seal the day and year written above,



Notary Public:  
My commission expires

Document is the property of  
**NOT OFFICIAL!**

"I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW." Konstant

This document is the property of  
the Lake County Recorder

**CHRISTINA A. HILL**  
Notary Public  
STATE OF DELAWARE  
My Commission Expires 08-01-2013

**STOP**

