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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 020491

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LIMITED POWER OF ATTORNEY
TO SUCCESSOR SERVICER MICHAEL B. BROWN
RECORDER

Dated as of June 3, 2013

KNOW ALL MEN BY THESE PRESENTS: This is a true & certified copy

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 1.01(a) thereto, made and entered into as of June 3, 2013 (the "Mortgage Loan Purchase Agreement"), HSBC Mortgage Services Inc. (the "Seller"), as one of the Sellers under the Mortgage Loan Purchase Agreement, 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 Vericrest Financial, Inc.) (the "Successor Servicer");

WHEREAS, Seller is providing this Limited Power of Attorney to Successor Servicer on behalf of 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 on behalf of Purchaser, as Seller's true and lawful agent and attorney-in-fact with respect to each Mortgage Loan in Seller's name, place and 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, 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 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.

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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 Purchaser 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 on behalf of Purchaser 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 until termination thereof under the provisions of Article III below. Any and all third parties dealing with Successor Servicer on behalf of Purchaser as Seller's attorney-in-fact may rely completely, unconditionally and conclusively on the authority of Successor Servicer on behalf of Purchaser, as applicable, and need not make any inquiry about whether Successor Servicer on behalf of Purchaser 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 on behalf of Purchaser 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.



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

HSBC MORTGAGE SERVICES INC.

By: *K. Madison*
Name: Kathryn Madison
Title: President

WITNESS:
Lana Hester
Name: Lana Hester

STATE OF ILLINOIS)
)ss.
COUNTY OF DUPAGE)

On this 6th day of June 2013, before me, a notary public in and for the State of Illinois, appeared Kathryn Madison, who is known to me to be the President of HSBC Mortgage Services Inc., and who signed her name hereto for the purposes stated herein.

[SEAL]  *Michelle M. Vaughn*
NOTARY PUBLIC

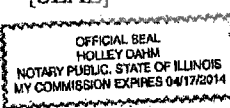
HSBC MORTGAGE SERVICES INC.

By: *John P. Griffin*
Name: John P. Griffin
Title: Vice President - Treasurer & Controller

WITNESS:
Lynn Coburn
Name: Lynn Coburn

STATE OF ILLINOIS)
)ss.
COUNTY OF LAKE)

On this 7th day of June 2013, before me, a notary public in and for the State of Illinois, appeared John P. Griffin, who is known to me to be the Vice President - Treasurer & Controller of HSBC Mortgage Services Inc., and who signed his name hereto for the purposes stated herein.

[SEAL] 

Holley Dahm
NOTARY PUBLIC

