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STATE OF INDIANA
LAKE COUNTY
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MICHAEL D. BROWN
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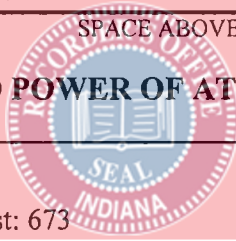
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LIMITED POWER OF ATTORNEY



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LIMITED POWER OF ATTORNEY
TO SUCCESSOR SERVICER

Dated as of, October 1, 2014

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, pursuant to the terms of the Mortgage Loan Purchase Agreement, by and among LSF9 Mortgage 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 October 1, 2014 (the "Mortgage Loan Purchase Agreement"), the Sellers set forth on Schedule 1 hereto (each an "Identified Seller", and, collectively, "Sellers") 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 October 1, 2014, 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") the Purchaser has designated Caliber Home Loans, Inc. to act as Successor Servicer for the Mortgage Loans;

WHEREAS, each Identified 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, each Identified 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 each Identified 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 or LSF9 Master Participation Trust, 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 and/or loan agreement 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 each Identified 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; and (vi) to execute any special warranty/quit claim deeds or any other deed, but not general warranty deeds, reasonably required to convey title to any Mortgaged Property or real estate owned property related to any Mortgage Loan to the Purchaser or any of its affiliates or LSF9 Master Participation Trust or any of its affiliates.

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

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ARTICLE I

This Document is the property of the Lake County Recorder!

The enumeration of particular powers herein is not intended in any way to limit the grant to Successor Servicer as each Identified 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 each Identified 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. Each Identified 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 each Identified 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.

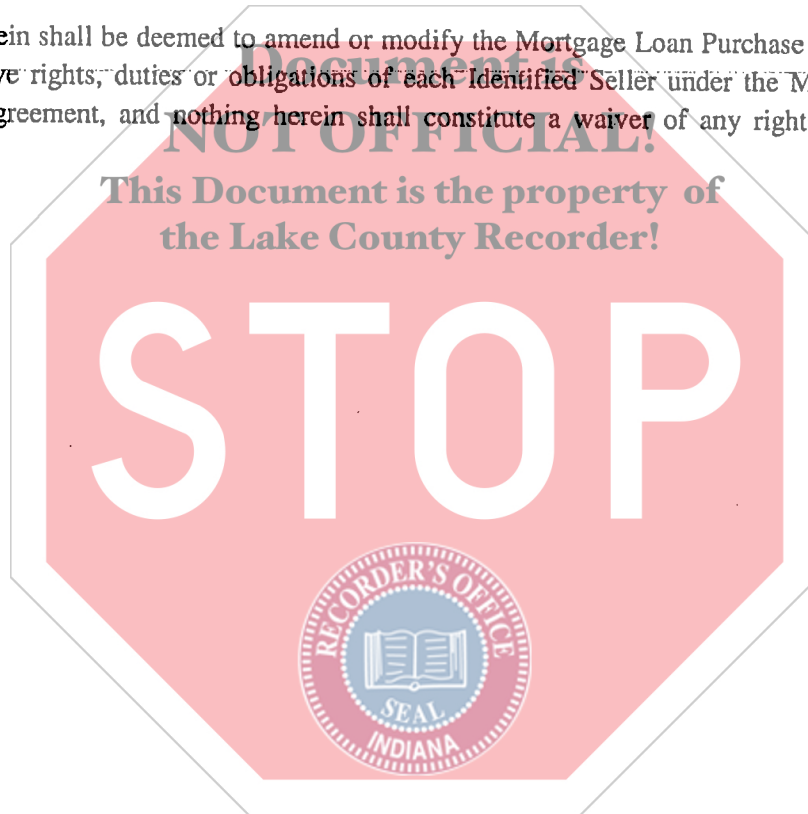
ARTICLE II

Any act or thing lawfully done hereunder and in accordance with this Limited Power of Attorney by Purchaser shall be binding on each Identified Seller and each Identified 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 for one year and in effect until 11:59 p.m., Eastern Standard time October 1, 2015 (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 each Identified Seller under the Mortgage Loan Purchase Agreement, and nothing herein shall constitute a waiver of any rights or remedies thereunder.



SCHEDULE I

LIST of SELLERS

Beneficial Consumer Discount Company, a Pennsylvania corporation
Beneficial Financial I Inc., a California corporation, on behalf of itself and as successor by merger to the following:

- | | |
|---|---|
| Beneficial Alabama Inc. | Beneficial Arizona Inc. |
| Beneficial California Inc. | Beneficial Colorado Inc. |
| Beneficial Delaware Inc. | Beneficial Discount Co. of Virginia |
| Beneficial Finance Co. of West Virginia | Beneficial Finance Services, Inc. |
| Beneficial Georgia Inc. | Beneficial Hawaii Inc. |
| Beneficial Idaho Inc. | Beneficial Illinois Inc. |
| Beneficial Indiana Inc. | Beneficial Iowa Inc. |
| Beneficial Kansas Inc. | Beneficial Loan Corporation of Kentucky |
| Beneficial Management Corporation | Beneficial Management Institute, Inc. |
| Beneficial Maryland Inc. | Beneficial Mississippi Inc. |
| Beneficial Missouri, Inc. | Beneficial Montana Inc. |
| Beneficial Nebraska Inc. | Beneficial Nevada Inc. |
| Beneficial New Jersey Inc. | Beneficial New Mexico Inc. |
| Beneficial North Carolina Inc. | Beneficial Ohio Inc. |
| Beneficial Oklahoma Inc. | Beneficial South Carolina Inc. |
| Beneficial Texas Inc. | Beneficial Utah Inc. |
| Beneficial Vermont Inc. | Beneficial Virginia Inc. |
| Beneficial Washington Inc. | Beneficial Wisconsin Inc. |
| Beneficial Mortgage Co. of Arizona | Beneficial Mortgage Co. of Colorado |
| Beneficial Mortgage Co. of Connecticut | Beneficial Mortgage Co. of Georgia |
| Beneficial Mortgage Co. of Idaho | Beneficial Mortgage Co. of Indiana |
| Beneficial Mortgage Co. of Kansas, Inc. | Beneficial Mortgage Co. of Massachusetts |
| Beneficial Mortgage Co. of Maryland | Beneficial Mortgage Co. of Missouri, Inc. |
| Beneficial Mortgage Co. of Mississippi | Beneficial Mortgage Co. of North Carolina |
| Beneficial Mortgage Co. of Nevada | Beneficial Mortgage Co. of Oklahoma |
| Beneficial Mortgage Co. of South Carolina | Beneficial Mortgage Co. of Texas |
| Beneficial Mortgage Co. of Utah | Beneficial Mortgage Co. of Virginia |

Beneficial Florida Inc., a Delaware corporation, on behalf of itself and as successor by merger to Beneficial Mortgage Co. of Florida
 Beneficial Homeowner Service Corporation, a Delaware corporation
 Beneficial Kentucky Inc., a Delaware corporation
 Beneficial Loan & Thrift Co., a Minnesota corporation
 Beneficial Louisiana Inc., a Delaware corporation, on behalf of itself and as successor by merger to Beneficial Mortgage Co. of Louisiana
 Beneficial Maine Inc., a Delaware corporation
 Beneficial Management Corporation of America, a Delaware corporation
 Beneficial Massachusetts Inc., a Delaware corporation

Beneficial Michigan Inc., a Delaware corporation
 Beneficial Mortgage Corporation, a Delaware corporation
 Beneficial New Hampshire Inc., a Delaware corporation on behalf of itself and
 as successor by merger to Beneficial Mortgage Co. of New Hampshire
 Beneficial Oregon Inc., a Delaware corporation
 Beneficial Rhode Island Inc., a Delaware corporation, on behalf of itself and
 as successor by merger to Beneficial Mortgage Co. of Rhode Island
 Beneficial South Dakota Inc., a Delaware corporation
 Beneficial Tennessee Inc., a Tennessee corporation
 Beneficial West Virginia, Inc., a West Virginia corporation
 Beneficial Wyoming Inc., a Wyoming corporation
 Household Finance Consumer Discount Company, a Pennsylvania corporation
 Household Finance Corporation II, a Delaware corporation
 Household Finance Corporation III, a Delaware corporation
 Household Finance Corporation of Alabama, an Alabama corporation
 Household Finance Corporation of California, a Delaware corporation
 Household Finance Corporation of West Virginia, a West Virginia corporation
 Household Finance Industrial Loan Company of Iowa, an Iowa corporation
 Household Finance Realty Corporation of Nevada, a Delaware corporation
 Household Finance Realty Corporation of New York, a Delaware corporation
 Household Financial Center Inc., a Tennessee corporation
 Household Industrial Finance Company, a Minnesota corporation
 Household Realty Corporation, a Delaware corporation
 HSBC Credit Center, Inc., a Delaware corporation
 HSBC Mortgage Services Inc., a Delaware corporation
 Mortgage One Corporation, a Delaware corporation

