INSTRUMENT#: 2017009045, BK: 24650 PG: 674 PGS: 674 - 678 01/09/2017 at 01:40:43 PM, DEPUTY CLERK:MGRIFFITH Pat Frank, Clerk of the Circuit Court Hillsborough County

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 068376

2017 OCT 10 AM 9:07

MICHAEL B. BROWN RECORDER

Document drafted by and RECORDING REQUESTED BY: Caliber Home Loans, Inc. 13801 Wireless Way Oklahoma City, OK 73134

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

attached Schedule A (the "Trusts"), by and through The trusts identified on the U.S. Bank Trust National Association, a national banking association organized and existing under the laws of the United States and having an office at 190 S. La Salle Street, MK-IL-SL7R, Chicago, IL 60603, Tot in its individual capacity but solely as Frustee ("Trustee"), hereby constitutes and appoints Caliber Home Leans, Inc. (fka Vericrest Financial, Inc. as of April 8, 2013) and its wholly-owned subsidiary, Caliber Real Estate Services, LLC ("CRES"), (collectively referred hereafter as ("Servicer"), and in its name, aforesaid Attorney-In-Fact, by and through any officer appointed by the Board of Directors of Servicer, to execute and acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate for the tasks described in the items (1) through (12) below; provided however, that (a) the documents described below may only be executed and delivered by such Attorneys-In-Fact if such documents are required or permitted under the terms of the related servicing agreements, (b) all actions taken by Servicer pursuant to this Limited Power of Attorney must be in accordance with Federal, State and local laws and procedures, as applicable and (c) no power is granted hereunder to take any action that would be either adverse to the interests of or be in the name of U.S. Bank Trust National Association in its individual capacity. This Limited Power of Attorney is being issued in connection with Servicer's responsibilities to service certain mortgage loans (the "Loans") held by the Trustee. These Loans are secured by collateral comprised of mortgages, deeds of trust deeds to secure debt and other forms of security instruments (collectively the "Security Instruments") encumbering any and all real and personal property delineated therein (the 'Property') and the Notes secured thereby. Please refer to Schedule A attached hereto.

1. Demand, sue for, recover, collect and receive each and every sum of money, debt, account and interest (which now is, or hereafter shall become due and payable) belonging to or claimed by the Trustee, and to use or take any lawful means for recovery by legal process or otherwise, including but not limited to the substitution of trustee serving under a Deed of Trust, the preparation and issuance of statements of breach, notices of default, and/or notices of sale, accepting deeds in lieu of foreclosure, evicting (to the extent allowed by federal, state or local laws) foreclosing on the properties under the Security Instruments by judicial or non-judicial foreclosure, actions for temporary restraining orders, injunctions, appointments of receiver, suits for waste, fraud and any and all other tort, contractual or verifications in support thereof, as may be necessary or advisable in any bankruptcy action, state or federal suit or any other action.

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- 2. Execute and/or file such documents and take such other action as is proper and necessary to defend the Trustee in litigation and to resolve any litigation where the Servicer has an obligation to defend the Trustee, including but not limited to dismissal, termination, cancellation, rescission and settlement.
- 3. Transact business of any kind regarding the Loans, as the Trustee's act and deed, to contract for, purchase, receive and take possession and evidence of title in and to the Property and/or to secure payment of a promissory note or performance of any obligation or agreement relating thereto.
- 4. Execute, complete, indorse or file bonds, notes, mortgages, deeds of trust and other contracts, agreements and instruments regarding the borrowers and/or the Property, including but not limited to the execution of estoppel certificates, financing statements, continuation statements, releases, satisfactions, reconveyances, assignments, loan modification agreements, payment plans, waivers, consents, amendments, forbearance agreements, loan assumption agreements, subordination agreements, property adjustment agreements, management agreements, tlisting agreements, purchase and sale agreements, short sale transactions and other instruments pertaining to mortgages or deeds of trust, and execution of deeds and associated instruments, if any, conveying the Property, in the interest of the Trustee.
- 5. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.
- 6. Execute any document or perform any act in connection with the administration of any PMI policy or LPMI policy, hazard or other insurance claim relative to the Loans or related Property.
- 7. Execute any document or perform any ect described in items (3), (4), and (5) in connection with the termination of any Trust as necessary to transfer ownership of the affected Loans to the entity (or its designee or assignee) possessing the right to obtain ownership of the Loans.
- 8. Subordinate the lien of a mortgage, deed of trust, or deed or other security instrument to secure debt (i) for the purpose of refinancing Loans, where applicable, or (ii) to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain, including but not limited to the execution of partial satisfactions and releases and partial reconveyances reasonably required for such purpose, and the execution or requests to the trustees to accomplish the same.
- 9. Convey the Property to the mortgage insurer, or close the title to the Property to be acquired as real estate owned, or convey title to real estate owned property ("REO Property").
- 10. Execute and deliver any documentation with respect to the sale, maintenance, preservation, renovation, repair, demolition or other disposition, of REO Property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation: permits, remediation plans or agreements, certifications, compliance certificates, health and safety certifications, listing agreements; purchase and sale agreements; grant / limited or special warranty / quit claim deeds or any other deed, but not general warranty deeds, causing the

transfer of title of the property to a party contracted to purchase same; escrow instructions; and any and all documents necessary to effect the transfer of REO Property.

- 11. Servicer has the power to execute additional limited powers of attorney and delegate the authority given to it by U.S. Bank Trust National Association, as Trustee, under the applicable servicing agreements for the Trusts listed on Schedule A, attached.
- 12. To execute, record, file and/or deliver any and all documents of any kind for the purpose of fulfilling any servicing duties, including but not limited to those listed in subparagraphs (1) through (11), above, where Trustee's interest is designated, stated, characterized as or includes any reference to one or more of the following: "Indenture Trustee", "Owner Trustee", "Successor Trustee", "Successor in Interest", "Successor to" "Successor by Merger", "Trustee/Custodian," "Custodian/Trustee" or other similar designation.

Trustee also grants unto Servicer the full power and authority to correct ambiguities and errors in documents necessary to effect or undertake any of the items of powers set forth in items (1) to (12), above.

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In addition to the indemnification provisions set forth. In the applicable servicing agreements for the Trusts listed on Schedule A, attached, Servicer hereby agrees to indemnify and hold the Trustee, and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of the misuse of this Limited Power of Attorney by the Servicer. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the related servicing agreements or the earlier resignation or removal of the Trustee for the Trusts listed on Schedule A.

Witness my hand and seal this 11th day of July, 2016.

NO CORPORATE SEAL

On Behalf of the Trusts, by

U.S. Bank Trust National Association, as Trustee

Witness: Angela Lee

By:

Brian D. Giel, Vice President

Witness: Kristine Pardee

Attest: Richard Krupske, Trust Officer

CORPORATE ACKNOWLEDGMENT

State of Minnesota

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County of Ramsey

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On this 11th day of July, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Rusell D. Mosley, Brian D. Giel and Richard Krupske, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President, Vice President, and Trust Officer, respectively of U.S. Bank Trust National Association, a national banking association, and acknowledged to me that such national banking association executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature:

Kristy K. Le

My commission expires: 1/31/2019

KRISTY K. LE

NOTARY PUBLIC - MINNESOTA My Commission Expires Jan. 31, 2019

US BANK TRUST, NATIONAL ASSOCIATION EXHIBIT A

LSF6 BERMUDA INVESTMENTS 2011-1 TRUST LSF6 BERMUDA MRA TRUST LSF6 MRA REO TRUST LSF6 INVESTMENTS 2011-1 TRUST LSF6 BERMUDA MRA HOLDINGS TRUST LSF6 WLI TRUST

LSF7 BERMUDA NPL I TRUST LSF7 BERMUDA NPL II TRUST LSF7 BERMUDA NPL III TRUST LSF7 BERMUDA NPL IV TRUST LSF7 BERMUDA NPL V TRUST LSF7 BERMUDA NPL VI TRUST LSF7 BERMUDA NPL VI TRUST LSF7 BERMUDA NPL VII TRUST LSF7 NPL I TRUST LSF7 NPL II TRUST LSF7 NPL III TRUST LSF7 NPL IV TRUST LSF7 NPL V TRUST LSF7 NPL VI TRUST

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VERICREST OPPORTUNITY LOAN TRUST 2011-NPL2 FFICIAL

VOLT PARTICIPATION TRUST 2011-NPL2 cument is the property of VOLT ASSET HOLDINGS NPL3

VOLT ASSET HOLDINGS TRUST XThe Lake County Recorder!

VOLT NPL IX ASSET HOLDINGS TRUST

VOLT RPL XI ASSET HOLDINGS TRUST

VOLT RLF XII TRUST

VOLT XIV ASSET HOLDINGS TRUST

VOLT 2012-RPL1 ASSET HOLDINGS TRUST

VOLT 2012-NPL1 ASSET HOLDINGS TRUST

VOLT 2012 RPL2 ASSET HOLDINGS TRUST

VOLT RLP ASSET HOLDINGS TRUST

LSF8 MASTER PARTICIPATION TRUST LSF9 MASTER PARTICIPATION TRUST LSRMF MASTER PARTICIPATION TRUST

SEAL MOIANA MINISTRA

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE
AND CORRECT COPY OF THE DOCUMENT ON FILE IN
MY OFFICE. WITNESS MY HAND AND OFFICIAL SEAL
THIS 30 DAY OF 444

PAT FRANK
CLERK OF CIRCUIT COURT