

Document drafted by and
RECORDING REQUESTED BY:
LSF10 Mortgage Holdings, LLC
2711 North Haskell Avenue
Suite 1700
Dallas, TX 75204

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2019 Dec 13 9:01 AM

STATE OF INDIANA
LAKE COUNTY
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MICHAEL B BROWN
RECORDER

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LIMITED POWER OF ATTORNEY

Effective as of February 20, 2019, U.S. Bank Trust National Association, a national banking association ("USB"), as trustee, granted LSF10 Mortgage Holdings, LLC ("LSF10MH") limited power of attorney in connection with LSF10MH's responsibility to manage certain REO Properties held by USB (the "USB POA", and attached hereto as Exhibit A). Capitalized terms not defined herein shall have the meaning ascribed to them in the USB POA.

LSF10MH hereby constitutes and appoints each of Residential Capital Management Group, LP ("RCM"), WRI Property Management, LLC ("WRI"), Ameritrust Residential Services, LLC ("Ameritrust"), ResiPro, LLC ("ResiPro") and RCM National Realty LLC ("RCM Realty" and collectively with RCM, WRI, Ameritrust and ResiPro, the "Property Managers" and each individually, a "Property Manager"), and in their names, aforesaid Attorneys-In-Fact, by and through any officer appointed by a Property Manager, to execute and acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate for the tasks described in Sections (1) through (10) of the USB POA; provided however, that (a) the documents described therein may only be executed and delivered by such Attorneys-In-Fact if such documents are required or permitted under the terms of the related Property Contracting, Leasing and Management Agreement, dated as of April 3, 2018, as amended (the "Management Agreement"), among the Property Managers and LSF10MH; (b) all actions taken by a Property Manager 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 USB in its individual capacity.

This Limited Power of Attorney is being issued by LSF10MH pursuant to (i) its authority under the Limited Power of Attorney granted in the USB POA and issued in connection with the Property Managers' responsibilities to manage certain residential properties (the "REO Properties") pursuant to the Management Agreement and (ii) pursuant to the delegation authority set forth in Section 11 of the USB POA.

For the avoidance of doubt, this Limited Power of Attorney shall include granting the Property Managers the full power and authority to correct ambiguities and errors in documents necessary to effect or undertake any of the items or powers set forth in items (1) through (10) of the USB POA, but only to the extent such is required in connection with the REO Properties.

This Limited Power of Attorney does not include, in addition to any action not in connection to the REO Properties, the authority set forth in Sections (11) or (12) of the USB POA.

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In addition to the indemnification provisions set forth in the Management Agreement, the Property Managers hereby agree to indemnify and hold LSF10MH, 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 Property Managers. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the USB POA.

Notwithstanding anything contained herein, LSF10MH shall in no way be precluded from acting on its own behalf (pursuant to its authority under the USB POA) as it deems necessary to carry out its responsibility to manage the mortgage loans held by USB.

Unless otherwise notified in writing, this Limited Power of Attorney shall expire upon the earlier of (i) receipt of a revocation from LSF10MH or (ii) the revocation of the authority granted in the USB POA.

Witness my hand and seal this 22nd day of March, 2019.

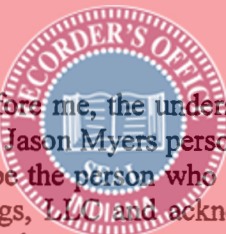
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This Document is the property of LSF10 MORTGAGE HOLDINGS, LLC the Lake County Recorder!

By: _____
Name: Jason Myers
Title: Vice President

STOP

ACKNOWLEDGMENT

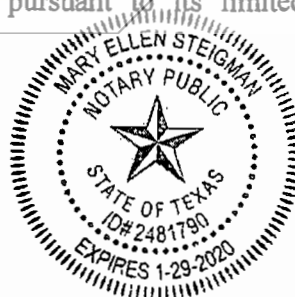


State of Texas
County of Dallas

On this 22nd day of March, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jason Myers personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Vice President of LSF10 Mortgage Holdings, LLC and acknowledged to me that LSF10 Mortgage Holdings, LLC executed the within instrument pursuant to its limited liability company agreement.

WITNESS my hand and official seal.

Signature: Mary Ellen Steigman



My commission expires: 1/29/2020