

After Recording, Return To:
Altisource Holdings, LLC
1000 Abernathy Road NE
Building 400, Suite 200
Atlanta, GA 30328
Attn: Grant Pickup

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that LPP Mortgage, Inc., a Texas corporation formerly known as LPP Mortgage Ltd., having its principal place of business at 6000 Legacy Drive, Plano, TX 75024, as the owner (the "**Owner**"), hereby constitutes and appoints, in furtherance of that certain Master Services Agreement between CLMG Corp. ("**Asset Manager**"), as asset manager for Owner, and Altisource Holdings, LLC ("**Altisource**"), and dated as of April 1, 2019, and that certain Statement of Work - REO Asset Management Services between Asset Manager and Altisource and dated as of April 1, 2019 (collectively and as each may be amended from time to time, the "**Services Agreement**") Altisource as its true and lawful attorney-in-fact with full power of substitution and authority, to act in the name, place and stead of the Owner for the purpose of managing and disposing of certain single family real estate properties owned by Owner (the "**REO Properties**"), each with a net book value of less than One Million and 00/100 Dollars (\$1,000,000), and to execute any and all documents and instruments as may be necessary or desirable to accomplish such tasks, and, without limiting the generality of the foregoing, the Owner hereby gives Altisource the authority, power and right, on behalf of the Owner, without assent by the Owner, to:

1. execute, acknowledge, seal, and deliver deeds, bills of sale, and other instruments and documents of sale, conveyance, and transfer of REO Properties, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to effect its execution, delivery, conveyance, recordation or filing;
2. execute and deliver non-military affidavits, notices of rescission, transfer tax affidavits, affidavits of merit, verifications of complaints, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays, and other documents or notice filings on behalf of the Owner in connection with bankruptcy and eviction actions;
3. execute and deliver documents necessary to establish utilities at an REO Property in the name of the Owner and documents necessary to comply with applicable homeowner's association rules or requirements on behalf of Owner with respect to an REO Property;
4. execute and deliver documents necessary to cure other defects associated with any other document or instrument with respect to an REO Property; and
5. do any other act or complete any other document or instrument that arises in the normal course of managing and disposing of REO Properties, subject to the terms of the Services Agreement.
6. assign and appoint employees of Altisource or its affiliates (together with Altisource, the "**Attorneys-in-Fact**") to act on the Owner's behalf to carry out any rights and powers that are within the scope of Sections 1-5 above and any other rights and powers necessary to provide or cause to be provided the services contemplated within the Services Agreement; provided however, that Altisource shall provide an updated list of such employees to Owner on a quarterly basis, which list shall be sent by email to the individuals designated by Owner's Law Department, from time to time.

The undersigned gives the Attorneys-In-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby ratifies and confirms to all that this Limited Power of Attorney is effective as of the date set forth below.

This appointment is to be construed and interpreted 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 is to be construed as, a general power of attorney.

This Limited Power of Attorney is not intended to extend the powers granted to Altisource under the Services Agreement or to allow Altisource to take any action not authorized by the Services Agreement.

Any capitalized term used but not defined herein has the meaning assigned to such term in the Services Agreement. In the event of any conflict between the terms of the Services Agreement and the terms hereof, the provisions of the Services Agreement control, and this Limited Power of Attorney does not constitute a waiver of any provisions of the Services Agreement.

TO INDUCE ANY THIRD PARTY TO ACT HEREUNDER, THE OWNER HEREBY AGREES THAT ANY THIRD PARTY RECEIVING A DULY EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT HEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF WILL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH REVOCATION OR TERMINATION HAS BEEN RECEIVED BY SUCH THIRD PARTY.

This Limited Power of Attorney shall be effective as of the date set forth below, and shall expire and be of no further force and effect without further action of the parties on March 31, 2020. Notwithstanding the foregoing, this Limited Power of Attorney may be revoked at any time.

IN WITNESS WHEREOF, the Owner has caused this Limited Power of Attorney to be executed to be effective as of April 15, 2019.

Witness:

[Signature]
Name: Steve Miller

LPP MORTGAGE, INC.

[Signature]
Name: Doug Kroiss
Title: Vice President

[Signature]
Name: RICIE KROEGER

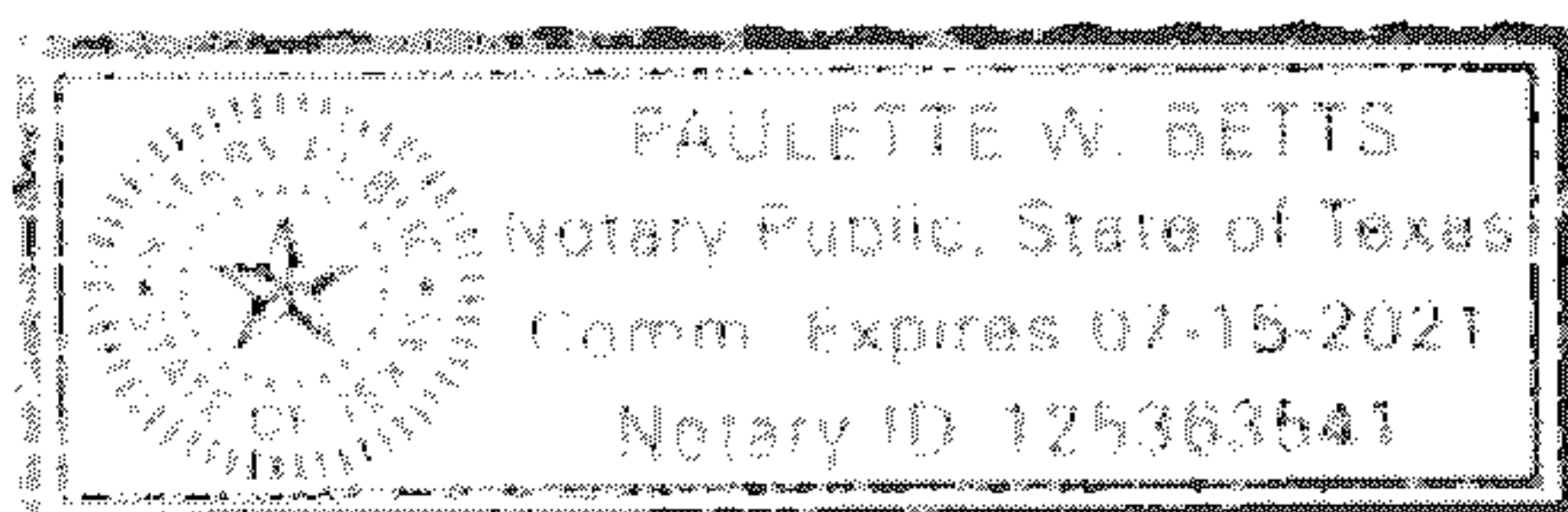
State of Texas

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County of Collin

BEFORE ME, the undersigned Notary Public in and for the jurisdiction aforesaid, personally appeared Doug Kroiss, who is personally known to me (or has sufficiently proven) to be the Vice President of LPP Mortgage, Inc., a Texas corporation and the person who executed the foregoing instrument by virtue of the authority vested in him/her for the purposes set forth therein.

Witness my hand and official seal this 15th day of April, 2019.



Paulette W. Betts
My Commission Expires: 07.15.2021

