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Document drafted by and
RECORDING REQUESTED BY:
Caliber Home Loans, Inc.
1525 South Belt Line Rd
Coppell, TX 75019

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

The trusts identified on the attached Schedule A (the "Trusts"), by and through 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 60 Livingston Avenue, EP-MN-WS3D, St. Paul, MN 55107, not in its individual capacity but solely as Trustee ("Trustee"), hereby constitutes and appoints each of (i) Caliber Home Loans, Inc. (f/k/a Vericrest Financial, Inc.) ("Caliber"), (ii) Hudson Homes Management LLC ("REO Management Vendor"), (iii) LSF8 Mortgage Holdings, LLC ("LSF8MH"), (iv) LSF9 Mortgage Holdings, LLC ("LSF9MH"), (v) LSF10 Mortgage Holdings, LLC ("LSF10MH") and (vi) LSF11 Mortgage Holdings, LLC ("LSF11MH"), individually (each a "Servicer"), and in its name, aforesaid Attorney-In-Fact, by and through any officer appointed by the Board of Directors of each 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 or management 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") and manage certain real estate owned property (REO Property), in each case, held by the Trustee. The 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

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support thereof, as may be necessary or advisable in any bankruptcy action, state or federal suit or any other action.

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 and REO Properties, 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, listing 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 act described in items (3), (4), and (5) in connection with the termination of any Trust as necessary to transfer ownership of the affected Loans and/or the REO Property to the entity (or its designee or assignee) possessing the right to obtain ownership of the Loans and/or the REO Property.
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 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

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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 or Management 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 or powers set forth in items (1) to (12), above.

In addition to the indemnification provisions set forth in the applicable servicing or management 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 20th day of February, 2019.

NO CORPORATE SEAL


On Behalf of the Trusts, by
U.S. Bank Trust National Association, as Trustee



Witness: Kristi Pardee



Witness: Jennifer Jones



Attest: Jennie L. Kunde, Trust Officer

By: 

John J. Kinzel, Vice President

By: 

Timothy G. Matyi, Vice President

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CORPORATE ACKNOWLEDGMENT

State of Minnesota

County of Ramsey

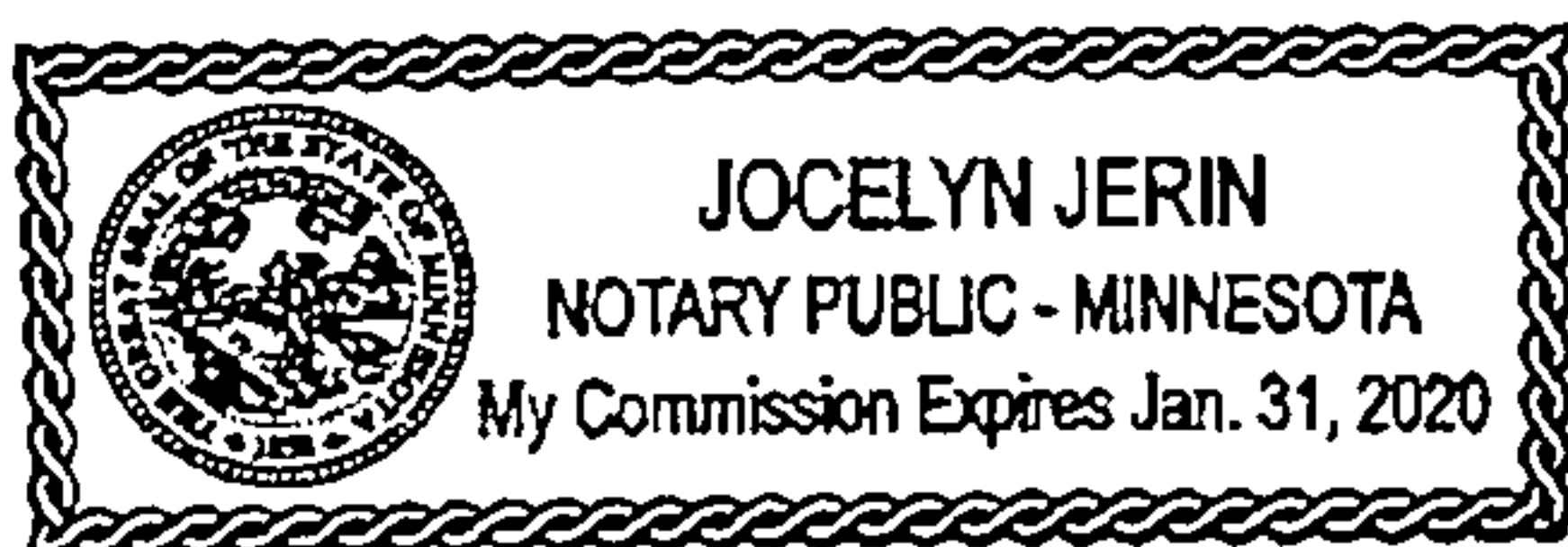
On this 20th day of February, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John J. Kinzel, Timothy G. Matyi, and Jennie L. Kunde personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____

Jocelyn L. Jerin

My commission expires: 1/31/2020



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SCHEDULE 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

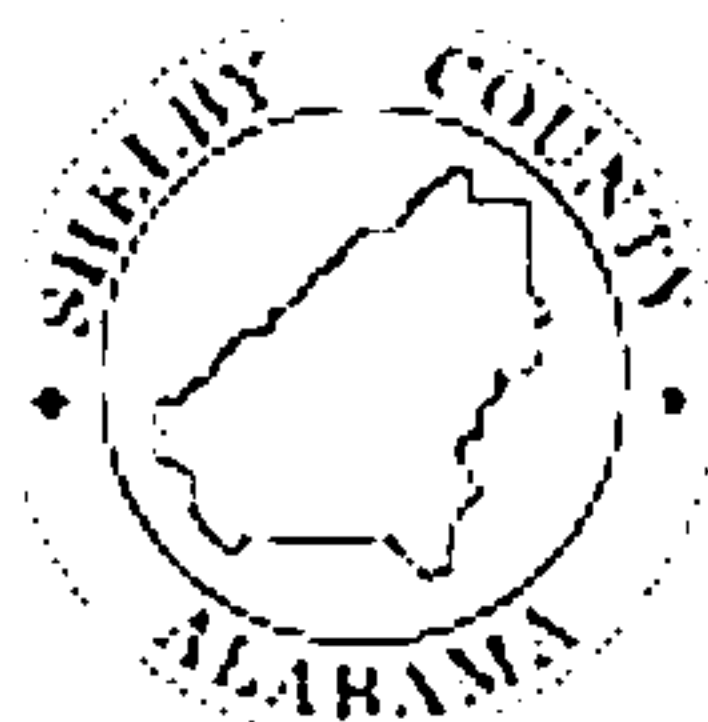
LSF7 BERMUDA NPL I TRUST
LSF7 BERMUDA NPL II TRUST
LSF7 BERMUDA NPL III TRUST
LSF7 BERMUDA NPL IV TRUST
LSF7 BERMUDA NPL V TRUST
LSF7 BERMUDA NPL VI TRUST
LSF7 BERMUDA NPL VII TRUST

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

VERICREST OPPORTUNITY LOAN TRUST 2011-NPL2
VOLT PARTICIPATION TRUST 2011-NPL2
VOLT ASSET HOLDINGS NPL3
VOLT ASSET HOLDINGS TRUST XVI
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
LSF10 MASTER PARTICIPATION TRUST
LSF11 MASTER PARTICIPATION TRUST
LSRMF MASTER PARTICIPATION TRUST

RC1 MASTER PARTICIPATION TRUST



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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Allie S. Bayl