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\$61.00 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY
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Document drafted by and
RECORDING REQUESTED BY:
LSF9 Mortgage Holdings, LLC
2711 North Haskell Avenue
Suite 1700
Dallas, TX 75204

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

Effective as of February 20, 2019, U.S. Bank Trust National Association, a national banking association ("USB"), as trustee, granted LSF9 Mortgage Holdings, LLC ("LSF9MH") limited power of attorney in connection with LSF9MH'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.

LSF9MH 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 5, 2017, as amended (the "Management Agreement"), among the Property Managers and LSF9MH; (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 LSF9MH 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.

Without limiting the foregoing, the powers granted in item (4) of the USB POA shall include (but shall not be limited to) the following: opening, maintaining, or closing bank accounts necessary

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for any security deposits required by the lease terms for any REO Property and the making of deposits and withdrawals therein.

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.

In addition to the indemnification provisions set forth in the Management Agreement, the Property Managers hereby agree to indemnify and hold LSF9MH, 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, LSF9MH 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 LSF9MH or (ii) the revocation of the authority granted in the USB POA.

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

LSF9 MORTGAGE HOLDINGS, LLC

By: 

Name: Jason Myers

Title: Vice President

ACKNOWLEDGMENT

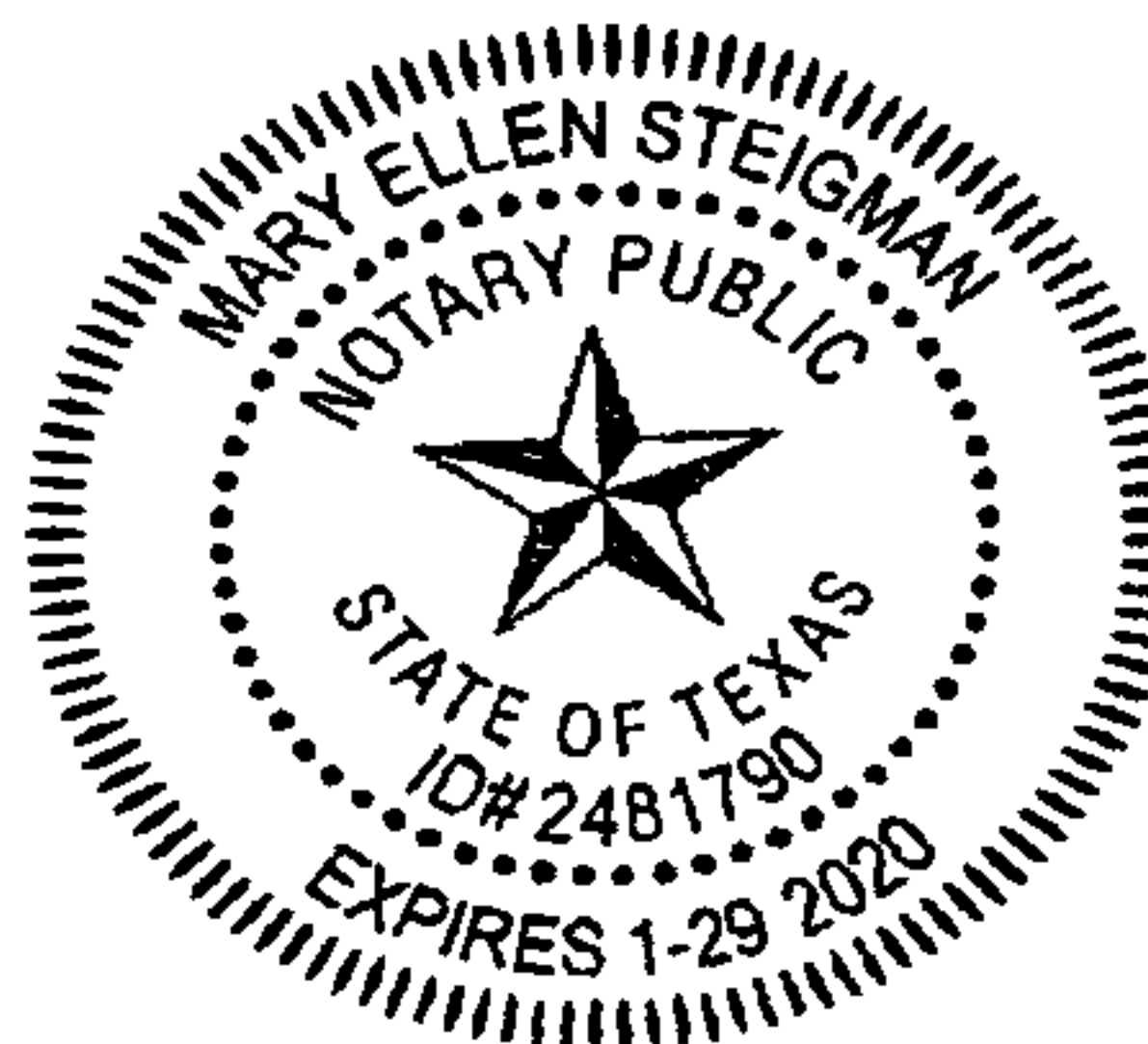
State of Texas
County of Dallas

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 LSF9 Mortgage Holdings, LLC and acknowledged to me that LSF9 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



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SPECIMEN
COPY

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

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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.

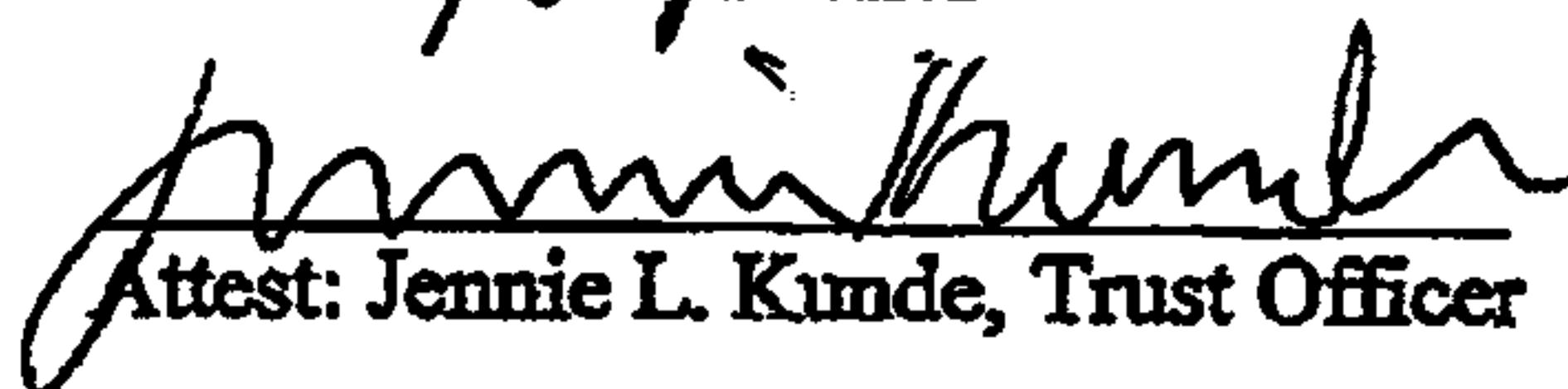
Witness my hand and seal this 20th day of February, 2019.



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

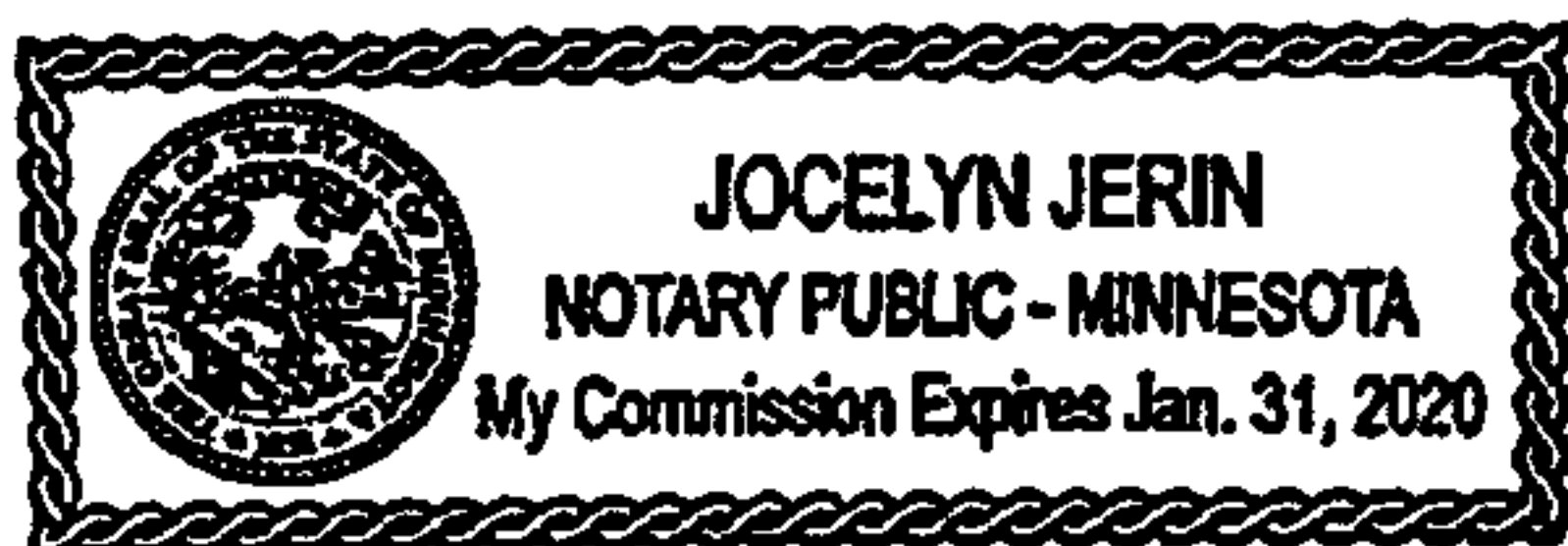
On this 20th day of February, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John J. Kinzel, Timothy G. Matyi, and Jennie L. Kunde personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual(s) whose names(s) 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: _____

Joelyn 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 WLJ 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

STATE OF FLORIDA-PINELLAS COUNTY

I hereby certify that the foregoing is a true
copy as recorded in the official records of
Pinellas County.

This 29 day of May, 20 20
KEN BURKE
Clerk of the Circuit Court & Comptroller

By: [Signature]
Deputy Clerk



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/20/2020 09:46:43 AM
\$40.00 CHARITY
20201020000475530

Allen S. Bayl