

Electronically Certified Official Record

Document information

Agency Name:	Hillsborough Clerk of Circuit Court and Comptroller
Clerk of the Circuit Court:	The Honorable Cindy Stuart
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CERTIFICATION

Pursuant to Sections 90.955(1) and 90.902(1), Florida Statutes, and Federal Rules of Evidence 901(a), 901(b)(7), and 902(1), the attached document is electronically certified by The Honorable Cindy Stuart, Hillsborough County Clerk of the Circuit Court and Comptroller, to be a true and correct copy of an official record or document authorized by law to be recorded or filed and actually recorded or filed in the office of the Hillsborough County Clerk of the Circuit Court. The document may have redactions as required by law.

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****The web address shown above contains an embedded link to the verification page for this particular document.**

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Clerk of Court & Comptroller's Office ADA Coordinator

601 E. Kennedy Blvd., Tampa, FL 33602

Phone: (813) 276-8100, extension 4347

Email: recording@hillsclerk.com



INSTRUMENT#: 2019061833, BK: 26392 PG: 662 PGS: 662 - 666 02/11/2019 at
03:23:25 PM, DEPUTY CLERK:VBEECHER Pat Frank, Clerk of the Circuit Court
Hillsborough County

Document drafted by and
RECORDING REQUESTED BY:
Hudson Homes Management LLC
2711 N. Haskell Avenue, Suite 1800
Dallas, TX 75204

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, 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 Hudson Homes Management LLC (the "REO Management Vendor"), and in its name, aforesaid Attorney-In-Fact, by and through any officer appointed by the Board of Directors of REO Management Vendor, 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 Securitization REO Management Agreement or trust agreement, (b) all actions taken by REO Management Vendor 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 REO Management Vendor's responsibilities to manage REO Properties held by U.S. Bank Trust National Association, as Trustee for the above referenced Trusts. These REO Properties are comprised of Deeds and all real and personal property delineated therein (the "Property"). 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 REO Management Vendor 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 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 Property, including but not limited to the execution of estoppel certificates, financing statements, continuation statements, releases, satisfactions, assignments, loan modification agreements, payment plans, waivers, consents, amendments, forbearance agreements, loan assumption agreements, subordination agreements, property adjustment agreements, management agreements, listing agreements, lien releases and other documents necessary to effectuate the short sale of a property secured by a Mortgage or Deed of Trust, a deed in lieu of foreclosure or related documents to facilitate the acceptance of a deed in lieu of foreclosure, purchase and sale agreements 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 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 Properties to the entity (or its designee or assignee) possessing the right to obtain ownership of the Properties.
8. Subordinate the lien of a mortgage, deed of trust, or deed or other security instrument to secure debt (i) for the purpose of financing Properties, 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 re-conveyances 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

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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. Execute and deliver Limited Powers of Attorney in order to further delegate the authority granted under this Limited Power of Attorney for the purpose of effectuating REO Management Vendor's duties and responsibilities under the related trust agreements.
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: "Delaware Trustee", "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 REO Management Vendor the full power and authority to correct minor ambiguities and errors in documents necessary to effect items (1) through (12) above.

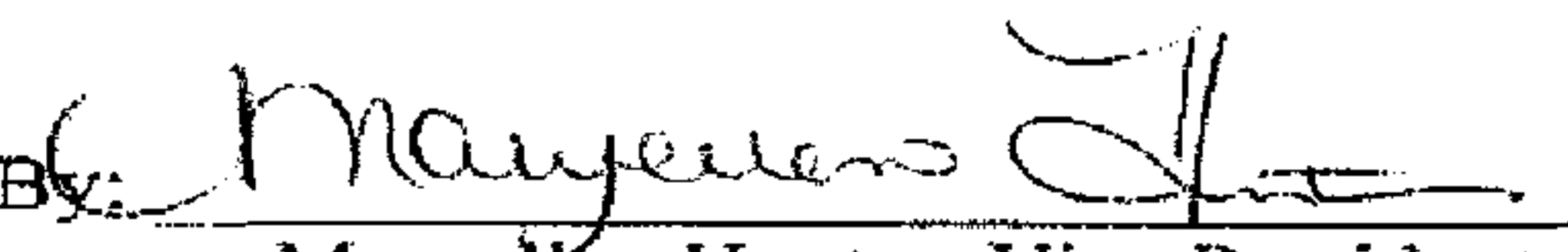
In addition to the indemnification provisions set forth in the applicable management agreements for the Trusts listed on Schedule A attached, REO Management Vendor hereby agrees to indemnify and hold the Trustee, and its directors, officers, employees and agents harmless from and against any and all 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 REO Management Vendor. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the related management agreements or the earlier resignation or removal of the Trustee for the Trusts listed on Schedule A.

Witness my hand and seal this 3rd day of January, 2019.

NO CORPORATE SEAL

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


Witness: Joan Chubb

By: 
Maryellen Hunter, Vice President


Witness: William Murphy

By: 
David Duclos, Vice President

Attest: Piyusha Shirname Assistant Vice President

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CORPORATE ACKNOWLEDGMENT

State of Massachusetts

County of Suffolk

On this 3rd day of January, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Maryellen Hunter, David Duclos and Piyusha Shirname, 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 Assistant Vice President, 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: Re. J. Gobin

My commission expires: 7/16/2021



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**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 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
03/28/2024 01:21:12 PM
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Allen S. Bayl

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE DOCUMENT
ON FILE IN MY OFFICE AS REDACTED PURSUANT TO COURT RULE. WITNESS MY HAND AND
OFFICIAL SEAL.

VISIT [HTTPS://HILLSCLERK.COM](https://hillsclerk.com) TO VALIDATE THIS DOCUMENT



THE HONORABLE CINDY STUART, CLERK OF THE CIRCUIT COURT

Cindy Stuart
Cindy Stuart, CLERK
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