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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Limited Power of Attorney
Recorder's Cover Sheet

Prepared by: Heidi Crowther
Vericrest Financial Inc.
712 Metropolitan Ave.
Oklahoma City, OK 73108
Phone: (405) 608.2531

After recorded return to: Title Services Corporation
Attn: REO Department
603 Commercial St
Waterloo, IA 50701
319-236-9002

Grantor: LFS7 NPL I Trust LP

Grantee: Vericrest Financial Inc.

TSC 112844

LIMITED POWER OF ATTORNEY

LSF7 NPL I TRUST, a Delaware trust ("Owner") hereby constitutes and appoints VERICREST FINANCIAL, INC., a Delaware corporation with its address at 715 Metropolitan Ave, Oklahoma City, OK 73108 ("Servicer"), as its true and lawful attorney-in-fact, in its name, place and stead, and for its benefit, in connection with certain loans secured by real estate, which loans are owned by Owner (the "Loans") for the purposes of performing all acts and executing all documents in the name of Owner necessary and incidental to servicing the Loans, managing and disposing of the Loans and the real properties securing the Loans (the "Properties") and performing the obligations of Servicer thereunder, including, but not limited to:

1. Accepting money due or to become due from borrowers, guarantors, and insurers and collecting past due amounts;
2. Conducting activities necessary to comply with regulations and requirements of the U.S. Department of Veterans Affairs, the United States Department of Housing and Urban Development, and any other governmental entity or any local, state, or federal law;
3. Selling, transferring, conveying, or assigning notes and mortgages related to the Loans, and executing all contracts, agreements, deeds, assignments and other instruments necessary to effect such sale, transfer, conveyance or assignment and to receive proceeds checks made payable to the order of Servicer;
4. Servicing, negotiating, foreclosing delinquent loans, and initiating and appearing in actions to acquire title to the Properties;
5. Selling, transferring, or disposing of, or leasing, the Properties and related personal property acquired through foreclosure or otherwise, and executing all contracts, agreements, deeds, assignments and other instruments necessary to effect any such sale, transfer or disposition and to receive proceeds checks made payable to the order of Servicer;
6. Endorsing to the order of Servicer any checks that are made payable to the order of Owner;
7. Appearing, litigating and compromising any matter in any court either as plaintiff or defendant arising from the servicing of the Loans and executing all contracts, agreements, deeds, assignments and other instruments necessary to effect such sale, transfer, conveyance or assignment;
8. Preparing, executing and delivering satisfactions, cancellations, discharges, or full or partial releases of lien or entering into assumption, modification or payment agreements; and
9. Any and all such other acts of any kind and nature whatsoever Owner may find necessary to service said Loans, manage, or dispose of the Loans or the Properties or perform said obligations.

Owner further grants to Servicer full power and authority to do and perform all acts necessary in the sole discretion of Servicer to carry into effect the powers granted by or under this Limited Power of Attorney as fully as Owner might or could do with the same validity as if all and every such act had been herein particularly stated, expressed, and especially provided for, and hereby ratifies and confirms all the acts Servicer shall lawfully do or cause to be done by virtue of the powers and authority granted and contemplated hereby.

Servicer shall indemnify, defend and hold harmless Owner, its successors and assigns from and against any and all losses, costs, expenses (including, without limitation, reasonable attorneys fees), damages, liabilities, demands or claims of any kind whatsoever ("Claims") arising out of, related to, or in connection with (i) any act taken by Servicer pursuant to this Limited Power of Attorney, which act results in a Claim solely by virtue of the unlawful use of this Limited Power of Attorney, (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person or entity not expressly authorized hereby or (iii) the loss hereof.

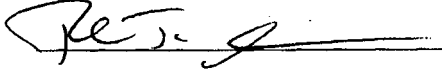
IN WITNESS WHEREOF, this Limited Power of Attorney is duly executed this 17th day of February, 2011.

LSF7 NPL I TRUST

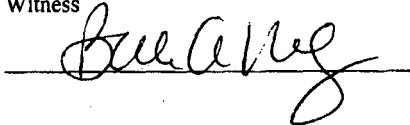
By: U.S. Bank Trust National Association,
not in its individual capacity but solely
as Trustee of LSF7 NPL I Trust


By: David Duclos
Its: Vice President

Witness



Witness

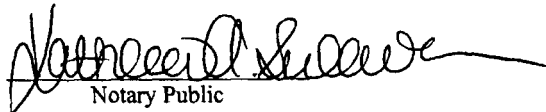


COMMONWEALTH OF MASSACHUSETTS)

) ss.:

COUNTY OF SUFFOLK)

On this 17th day of February, 2011, before me, the undersigned, a Notary Public in and for said state, personally appeared David Duclos personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that he/she executed the same on behalf of Owner in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon whose behalf the individual acted, executed the instrument.


Notary Public

