

Recorded: 5/9/2019 at 2:59:18.0 PM
County Recording Fee: \$32.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$35.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2019 PG: 1027

Power of Attorney
Recorder's Cover Sheet

Preparer Information: **Hudson Homes Management LLC**
Diana Dixon
2711 N Haskell Ave, Ste 1800 -- --
Dallas, TX 75204
800-468-1743

Return Document To: Title Services Corporation
Attn: REO Department
603 Commercial St.
Waterloo, IA 50701
319-236-9002

Grantor: **US Bank Trust National Association, as Trustee**

Grantee: **Hudson Homes Management LLC**

TSC 175008

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.

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

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.

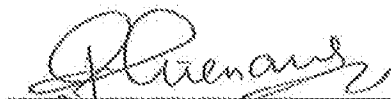
Trustee also grants REO Management Vendor the full power and authority to correct minor ambiguities and errors in documents necessary to effect items (1) through (12) above.

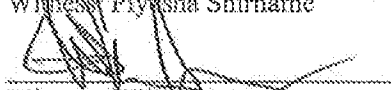
In addition to the indemnification provisions set forth in the applicable management agreements for the Trusts listed on Schedule A attached, REO Management Vendor hereby agrees to indemnify and hold the Trustee, and its directors, officers, employees and agents harmless from and against any and all 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 2nd day of July, 2018.

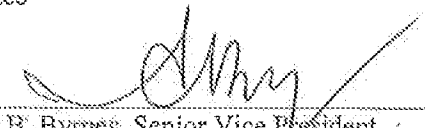
NO CORPORATE SEAL

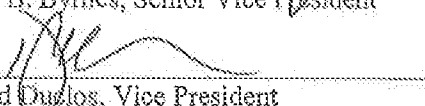
On Behalf of the Trusts, by
U.S. Bank Trust National Association, as
Trustee


Witness: Piyasha Shirname


Witness: William Murphy


Attest: Matthew Abrams, Trust Officer

By: 
Amy B. Bymes, Senior Vice President

By: 
David Duzlos, Vice President

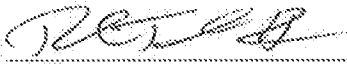
CORPORATE ACKNOWLEDGMENT

Commonwealth of Massachusetts

County of Suffolk

On this 2nd day of July, 2018, before me, the undersigned, a Notary Public in and for said County and Commonwealth, personally appeared Amy B. Byrnes, David Duclos and Matthew Abrams, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Senior Vice President, Vice President, and Trust Officer, respectively of U.S. Bank 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: 
Paul J. Gobin

My commission expires: 7/16/2021



Schedule A

LSF8 Master Participation Trust

LSF9 Master Participation Trust

LSF10 Master Participation Trust

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE
AND CORRECT COPY OF THE DOCUMENT ON FILE IN
MY OFFICE. WITNESS MY HAND AND OFFICIAL SEAL
THIS 18 DAY OF September, 2012



PAT FRANK
CLERK OF CIRCUIT COURT
BY HUGH L. GOSWAMI O.C.