

Recorded: 3/27/2020 at 3:30:46.0 PM
County Recording Fee: \$47.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$50.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2020 PG: 850

LIMITED POWER OF ATTORNEY

Rec 1st

RECORD AND RETURN TO:

RICHMOND MONROE GROUP

82 JIM LINEGAR LN

BRANSON WEST, MO 65737

Sps# 0017552662

TS# 000922 0000034942

RRR POA

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

Caliber Home Loans, Inc. (the "Servicer"), as attorney-in-fact for U.S. Bank Trust National Association, not in its individual capacity but solely as trustee for each entity listed on Schedule A attached hereto (hereafter, each an "Owner"), hereby delivers this Limited Power of Attorney to make, constitute and appoint each of DLJ Mortgage Capital, Inc. ("Purchaser") and Select Portfolio Servicing, Inc. (the "Successor Servicer"), as each Owner's true and lawful attorneys-in-fact to act in the name, place and stead of each Owner for the purposes set forth below. This Limited Power of Attorney is given pursuant to those certain Mortgage Loan Purchase and Interim Servicing Agreements listed on Schedule B hereto (each, an "Agreement"), each by and among the Purchaser, Servicer, the relevant responsible parties and the various sellers listed on Schedule C hereto (each, a "Seller") to which reference is made for the definition of all capitalized terms herein.

Now therefore, in consideration of the mutual promises, obligations and covenants contained herein and in the applicable Agreement and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Servicer does hereby make, constitute and appoint each of Purchaser and Successor Servicer the true and lawful attorneys-in-fact of each Owner and in each Owner's name, place and stead with respect to each mortgage loan sold to Purchaser pursuant to the applicable Agreement for the following, and only the following, purposes:

1. To procure, prepare, complete, execute, acknowledge, seal and deliver deed of trust/mortgage note endorsements, assignments of deed of trust/mortgage and other recorded documents, satisfactions/ releases/reconveyances of deed of trust/mortgage, tax authority notifications and declaration, deeds, bills of sale, and other instruments of sale, conveyance, and transfer, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to effect its execution, delivery, conveyance, recordation of filing, in each case relative (a) to the proper servicing of the related mortgage loan sold pursuant to the applicable Agreement or otherwise necessary to cure any defect in the chain of title, (b) to ensure that record title to each such mortgage loan vests in the proper party, (c) to any other transfer of record title which is required with respect to such mortgage loans or the underlying security interest related to each such mortgage loan, (d) ensuring that each promissory note related to each such mortgage loan has been properly endorsed to the proper person or entity and (e) curing any other defects associated with any other document or instrument with respect to a mortgage loan sold by a Seller to Purchaser pursuant to the applicable Agreement.
2. To procure, prepare, complete, execute and deliver affidavits of debt, substitutions of trustee, substitutions of counsel, non-military affidavits, notices of rescission, foreclosure deeds, transfer tax affidavit, affidavits of merit, verification of complaint, notices to quit, bankruptcy declarations for the purpose of filing

motions to lift stays and other documents or notice filings on behalf of each Owner in connection with foreclosure, bankruptcy and eviction actions.

3. To endorse and/or assign checks or negotiable instruments received by Purchaser or Successor Servicer as a Mortgage Loan Payment.

Each Owner intends that this Limited Power of Attorney be coupled with an interest and irrevocable. The rights, power, and authority of the attorneys-in-fact granted in this instrument will commence and be in full force and effect as of the date of execution hereof.

Each Owner further grants to its attorneys-in-fact full authority to act in a commercially reasonable manner as proper and necessary to exercise the foregoing powers, and ratifies every act that Purchaser and Successor Servicer may lawfully perform in exercising those powers by virtue hereof and in compliance with any applicable laws, rules and regulations.

Each Owner further grants to Purchaser and Successor Servicer the limited power of substitution and revocation of any affiliate of Purchaser or Successor Servicer in its capacity as assignee to the applicable Agreement or, in the case of another party in its capacity as assignee to the applicable Agreement, with such Owner's or Seller's, as applicable, prior written consent, for the purpose and only for the purpose of endorsing or assigning notes or security instruments in such Owner's name, and hereby ratifies and confirms all that the attorneys-in-fact, or their substitute or substitutes, shall lawfully do or cause to be done by authority of this power of attorney and the rights and powers granted hereby.

Any and all third parties dealing with Purchaser or Successor Servicer as each Owner's attorneys-in-fact may rely completely, unconditionally and conclusively on the authority of Purchaser and Successor Servicer, and need not make any inquiry about whether Purchaser or Successor Servicer are acting pursuant to the applicable Agreement. Any purchaser, title insurance company or other third party may rely upon a written statement by Purchaser and Successor Servicer that any particular Mortgage Loan or related mortgaged real property in question is subject to and included under this Limited Power of Attorney or the applicable Agreement.

Purchaser and Successor Servicer shall indemnify, defend and hold harmless Servicer, each Seller and each Owner, and their successors and assigns, from and against any and all losses, costs, expenses (including, without limitation, actual attorneys' fees), damages, liabilities, demands or claims of any kind whatsoever, arising out of, related to or in connection with any misuse of this Limited Power of Attorney in any manner or by any person not expressly authorized hereby.

IN WITNESS WHEREOF, Seller has executed this Limited Power of Attorney this 18 day of Nov, 2015.

CALIBER HOME LOANS, INC.

By: [Signature]
Name: Kendra Cook
Title: Vice President

Witnesses: [Signature]
Debbie Elliott

Witnesses: [Signature]
Roy Lacey

STATE OF OK) SS
COUNTY OF OK)

On 11-18-15, before me, Jennifer Martin, a notary public for an within the said county, personally appeared, KENDRA COOK, of Caliber Home Loans, Inc. whose address is 13801 Wireless Way OKC, OK 73134 personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/ her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



By: [Signature]
Notary Public

Schedule A – Owners

1. LSF6 Bermuda MRA Trust
2. LSF7 Bermuda NPL II Trust
- 3. LSF8 Master Participation Trust ←
4. LSF9 Master Participation Trust
5. VOLT 2012-NPL1 Asset Holdings Trust
6. VOLT 2012-RPL1 Asset Holdings Trust
7. VOLT 2012-RPL2 Asset Holdings Trust
8. VOLT Asset Holdings NPL3
9. VOLT Asset Holdings Trust XVI
10. VOLT NPL IX Asset Holdings Trust
11. VOLT Participation Trust 2011-NPL2
12. VOLT RLF XII Trust
13. VOLT RLP Asset Holdings Trust
14. VOLT RPL XI Asset Holdings Trust

Schedule B – Sellers

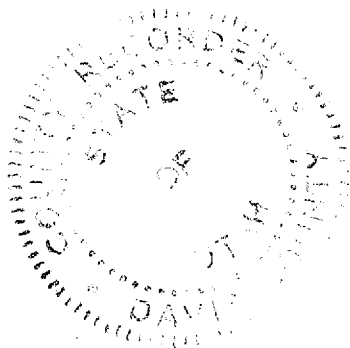
1. VOLT XIII, LLC
2. VOLT XV, LLC
3. VOLT XVI, LLC
4. VOLT XVII, LLC
5. VOLT XIX, LLC
6. VOLT XX, LLC
7. VOLT XXI, LLC
8. VOLT XXII, LLC
9. VOLT XXIII, LLC
10. VOLT XXIV, LLC
11. VOLT XXV, LLC
12. VOLT XXVI, LLC
13. VOLT XXVII, LLC
14. VOLT XXVIII, LLC
15. VOLT XXIX, LLC
16. VOLT XXX, LLC
17. VOLT XXXII, LLC
18. VOLT NPL, LLC
19. VOLT NPL IX, LLC
20. VOLT NPL X, LLC
21. VOLT RLF, LLC
22. VOLT RLP, LLC
23. LSF6 Mercury REO Investments, LLC
24. LSF7 Bermuda NPL II Trust
25. LSF6 Bermuda MRA Holding Trust

Schedule C

1. Mortgage Loan Purchase and Interim Servicing Agreement by and among VOLT XVII, LLC, VOLT XVI, LLC, VOLT NPL IX, LLC, VOLT RLP, LLC, VOLT XIX, LLC, VOLT NPL X, LLC, VOLT XX, LLC, VOLT XXI, LLC, VOLT XIII, LLC, VOLT XXII, LLC, VOLT XXIII, LLC, VOLT XXIV, LLC, VOLT XV, LLC, LSF7 Bermuda NPL II Trust, LSF6 Bermuda MRA Holding Trust and LSF6 Mercury REO Investments, LLC, each as a Seller, VOLT Holdings VI, LLC as a responsible party, VOLT Holdings, LLC as a responsible party and LSF8 Mortgage Holdings, LLC as a responsible party, DLJ Mortgage Capital, Inc. and Caliber Home Loans, Inc. dated July 29, 2014
2. Mortgage Loan Purchase and Interim Servicing Agreement by and among VOLT NPL IX, LLC, VOLT NPL X, LLC, VOLT XIII, LLC, VOLT XV, LLC, VOLT XVI, LLC, VOLT XVII, LLC, VOLT XIX, LLC, VOLT XX, LLC, VOLT XXI, LLC, VOLT XXII, LLC, VOLT XXIII, LLC, VOLT XXIV, LLC, VOLT RLP, LLC, LSF7 Bermuda NPL II Trust, and LSF6 Mercury REO Investments, LLC, each as a Seller, VOLT Holdings VI, LLC as a responsible party, VOLT Holdings, LLC as a responsible party and LSF8 Mortgage Holdings, LLC as a responsible party, DLJ Mortgage Capital, Inc. and Caliber Home Loans, Inc. dated August 27, 2014
3. Mortgage Loan Purchase and Interim Servicing Agreement by and among VOLT XIII, LLC, VOLT XVII, LLC, VOLT XIX, LLC, VOLT XX, LLC, VOLT XXI, LLC, VOLT XXII, LLC, VOLT XXIII, LLC, VOLT XXIV, LLC, and VOLT XXV, LLC, each as a Seller, VOLT Holdings VI, LLC as a responsible party and LSF8 Mortgage Holdings, LLC as a responsible party, DLJ Mortgage Capital, Inc. and Caliber Home Loans, Inc. dated October 30, 2014
4. Mortgage Loan Purchase and Interim Servicing Agreement by and among VOLT RLP, LLC, VOLT XVII, LLC, VOLT XIX, LLC, VOLT XX, LLC, VOLT XXI, LLC, VOLT XXII, LLC, VOLT XXIII, LLC, VOLT XXIV, LLC and VOLT XXV, LLC, each as a Seller, VOLT Holdings VI, LLC as a responsible party and LSF8 Mortgage Holdings, LLC as a responsible party, DLJ Mortgage Capital, Inc. and Caliber Home Loans, Inc. dated November 25, 2014
5. Mortgage Loan Purchase and Interim Servicing Agreement by and among VOLT XIII, LLC, VOLT XV, LLC, VOLT XVI, LLC, VOLT XVII, LLC, VOLT XIX, LLC, VOLT XXII, LLC, VOLT XXIII, LLC, VOLT XXIV, LLC, VOLT XXV, LLC, VOLT XXVIII, LLC, VOLT XXIX, LLC, VOLT NPL, LLC and VOLT NPL X, LLC, each as a Seller, VOLT Holdings VI, LLC as a responsible party, VOLT Holdings, LLC as a responsible party, LSF8 Mortgage Holdings, LLC as a responsible party and LSF9 Mortgage Holdings, LLC as a responsible party, DLJ Mortgage Capital, Inc. and Caliber Home Loans, Inc. dated February 18, 2015
6. Mortgage Loan Purchase and Interim Servicing Agreement by and among VOLT XIII, LLC, VOLT XV, LLC, VOLT XVI, LLC, VOLT XVII, LLC, VOLT XIX, LLC, VOLT XXII, LLC, VOLT XXIV, LLC, VOLT XXV, LLC, VOLT XXVI, LLC, VOLT XXVII, LLC,

VOLT XXVIII, LLC, VOLT XXIX, LLC, VOLT XXXII, LLC, VOLT NPL, LLC and VOLT NPL X, LLC, each as a Seller, VOLT Holdings VI, LLC as a responsible party, VOLT Holdings, LLC as a responsible party, LSF8 Mortgage Holdings, LLC as a responsible party and LSF9 Mortgage Holdings, LLC as a responsible party, DLJ Mortgage Capital, Inc. and Caliber Home Loans, Inc. dated March 19, 2015

7. Mortgage Loan Purchase and Interim Servicing Agreement by and among VOLT XV, LLC, VOLT XVI, LLC, VOLT XVII, LLC, VOLT XIX, LLC, VOLT XXII, LLC, VOLT XXIV, LLC, VOLT XXV, LLC, VOLT XXVI, LLC, VOLT XXVII, LLC, VOLT XXX, LLC, VOLT NPL, LLC, VOLT NPL X, LLC and VOLT RLF, LLC, each as a Seller, VOLT Holdings VI, LLC as a responsible party, VOLT Holdings, LLC as a responsible party, LSF8 Mortgage Holdings, LLC as a responsible party and LSF9 Mortgage Holdings, LLC as a responsible party, DLJ Mortgage Capital, Inc. and Caliber Home Loans, Inc. dated April 30, 2015
8. Mortgage Loan Purchase and Interim Servicing Agreement by and among VOLT XV, LLC, VOLT XVI, LLC, VOLT XIX, LLC, VOLT XXV, LLC, VOLT XXVI, LLC, VOLT XXVII, LLC, VOLT XXVIII, LLC, VOLT XXIX, LLC, VOLT NPL X, LLC and LSF Bermuda NPL II Trust, each as a Seller, VOLT Holdings, LLC as a responsible party, LSF8 Mortgage Holdings, LLC as a responsible party and LSF9 Mortgage Holdings, LLC as a responsible party, DLJ Mortgage Capital, Inc. and Caliber Home Loans, Inc. dated June 30, 2015



STATE OF UTAH)
COUNTY OF DAVIS) ss.

I, THE UNDERSIGNED, RECORDER OF DAVIS COUNTY, UTAH, DO
HEREBY CERTIFY THAT THE ANNEXED AND FOREGOING IS A TRUE AND
FULL COPY OF AN ORIGINAL DOCUMENT ON FILE IN MY OFFICE AS SUCH
RECORDED.

WITNESS MY HAND AND SEAL OF SAID OFFICE

THIS 2 DAY OF October, 2019

RICHARD E. MAUGHAN, RECORDER

Mary Christensen DEPUTY

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