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RECORDING COVER SHEET (Please Print or Type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

2014-003069

Klamath County, Oregon

04/08/2014 10:15:26 AM

Fee: \$72.00

AFTER RECORDING RETURN TO:SHAPIRO & SUTHERLAND, LLC1499 S.E. Tech Center Place, Suite 255Vancouver, WA 98683S&S File No. 10-105623/ Klamath County**1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)**Limited Power of Attorney**2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160**Household Finance Corp II**3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160**Caliber Home Loans**4) TRUE AND ACTUAL CONSIDERATION | 5) SEND TAX STATEMENTS TO:**

ORS 93.030(5) – Amount in dollars or other

\$ _____ Other ☒ _____**6) SATISFACTION of ORDER or WARRANT | 7) The amount of the monetary**

ORS 205.125(1)(e)

CHECK ONE: FULL

(If applicable) PARTIAL

obligation imposed by the order

or warrant. ORS 205.125(1)(c)

\$ _____

8) If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: Limited Power of Attorney recorded 03/07/2014 in Jackson County, Oregon as Instrument No. 2014-005260. Re-recorded to show of official record in Klamath County

\$72.00

I, Christine Walker, County Clerk for Jackson County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Christine Walker - County Clerk

RECORDING COVER SHEET (Please Print or Type)

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AFTER RECORDING RETURN TO:

SHAPIRO & SUTHERLAND, LLC

1499 S.E. Tech Center Place, Suite 255

Vancouver, WA 98683

S&S File No. 12-110956/ Jackson County

1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)

120315262

Limited Power of Attorney

2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160

Household Finance Corp II

3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160

Caliber Home Loans

4) TRUE AND ACTUAL CONSIDERATION | 5) SEND TAX STATEMENTS TO:

ORS 93.030(5) – Amount in dollars or other

\$ _____ Other ☒ X

6) SATISFACTION of ORDER or WARRANT

ORS 205.125(1)(e)

CHECK ONE: FULL

(If applicable) PARTIAL

7) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c)

\$ _____

8) If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: Limited Power of Attorney recorded 10-24-2013 in Lane County, Oregon as Instrument No. 2013-056082 Re-recorded to show of record in Washington County

LIMITED POWER OF ATTORNEY
TO SUCCESSOR SERVICER

Dated as of June 3, 2013

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, pursuant to the terms of the Mortgage Loan Purchase Agreement, by and among VOLT Holdings, LLC (the "Purchaser"), HSBC Finance Corporation, a Delaware corporation, solely in its capacity as Seller Representative, and the Persons listed on Schedule 1.01(a) thereto, made and entered into as of June 3, 2013 (the "Mortgage Loan Purchase Agreement"), Household Finance Corporation II (the "Seller"), as one of the Sellers under the Mortgage Loan Purchase Agreement, sold, and the Purchaser purchased, certain mortgage loans (the "Mortgage Loans");

WHEREAS, pursuant to the terms of the Interim Servicing Agreement, made and entered into as of June 3, 2013, by and among the Purchaser, the Interim Servicers, HSBC Finance Corporation, in its capacity as Interim Servicer Representative, HSBC Bank USA, National Association (the "Bank") and Caliber Home Loans, Inc. (currently operating as Vericrest Financial, Inc.) (the "Successor Servicer");

WHEREAS, Seller is providing this Limited Power of Attorney to Successor Servicer on behalf of Purchaser pursuant to the Mortgage Loan Purchase Agreement;

NOW, THEREFORE, in consideration of the mutual promises, obligations and covenants contained herein and in the Mortgage Loan Purchase Agreement and for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, Seller does hereby make, constitute and appoint Successor Servicer on behalf of Purchaser, as Seller's true and lawful agent and attorney-in-fact with respect to each Mortgage Loan in Seller's name, place and stead: (i) to procure, prepare, complete, execute and record any mortgage, deed of trust or similar security instrument (collectively, the "Mortgage") and any assignment of Mortgage or reconveyance instrument which is required (a) to cure any defect in the chain of title, (b) to ensure that record title to the Mortgage Loan vests in the Purchaser, and (c) for any other transfer of record title which is required with respect to the Mortgage Loans or the underlying security interest related to each Mortgage Loan; (ii) to ensure that each promissory note related to each Mortgage Loan has been properly endorsed to the proper person or entity; (iii) to prepare, complete, execute, acknowledge, seal and deliver any and all instruments of satisfaction or cancellation, or of full or partial release or discharge and all other comparable instruments with respect to the Mortgage Loans; (iv) to cure any other defects associated with any other document or instrument with respect to a Mortgage Loan; and (v) to endorse checks and other payment instruments that are payable to the order of Seller and that have been received by the Purchaser or the Successor Servicer from mortgagors or any insurer in respect of insurance proceeds related to any Mortgage Loan.

This Limited Power of Attorney may be utilized fully to all intents and purposes as Seller might or could do if personally present, hereby ratifying and confirming all that Purchaser as said attorney in fact shall lawfully do or cause to be done by virtue hereof.

ARTICLE I

The enumeration of particular powers herein is not intended in any way to limit the grant to Successor Servicer on behalf of Purchaser as Seller's attorney-in-fact of full power and authority with respect to the Mortgage Loans to complete (to the extent necessary), file and record any documents, instruments or other writings referred to above as fully, to all intents and purposes, as Seller might or could do if personally present, hereby ratifying and confirming whatsoever such attorney-in-fact shall and may do by virtue hereof; provided that this instrument is to be construed and interpreted as a limited power of attorney and does not empower or authorize the said attorneys-in-fact to do any act or execute any document on behalf of Seller not specifically described herein. Seller agrees and represents to those dealing with such attorney-in-fact that they may rely upon this Limited Power of Attorney until termination thereof under the provisions of Article III below. Any and all third parties dealing with Successor Servicer on behalf of Purchaser as Seller's attorney-in-fact may rely completely, unconditionally and conclusively on the authority of Successor Servicer on behalf of Purchaser, as applicable, and need not make any inquiry about whether Successor Servicer on behalf of Purchaser is acting pursuant to the Mortgage Loan Purchase Agreement. Any purchaser, title insurance company or other third party may rely upon a written statement by Successor Servicer on behalf of Purchaser 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 Mortgage Loan Purchase Agreement.

ARTICLE II

Any act or thing lawfully done hereunder and in accordance with this Limited Power of Attorney by Purchaser shall be binding on Seller and Seller's successors and assigns.

ARTICLE III

The rights, power, and authority of the attorney-in-fact granted in this instrument shall commence and be in full force and effect on the date of execution and such rights, powers and authority shall remain in full force and effect until 11:59 p.m., Eastern Standard time, on the date that is one year from such date (the "POA Termination Date"). This Limited Power of Attorney shall be coupled with an interest and shall be irrevocable prior to the POA Termination Date.

Nothing herein shall be deemed to amend or modify the Mortgage Loan Purchase Agreement or the respective rights, duties or obligations of Seller under the Mortgage Loan Purchase Agreement, and nothing herein shall constitute a waiver of any rights or remedies thereunder.

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2013-005762

IN WITNESS WHEREOF, Sellers have caused this instrument to be executed by its officer duly authorized as of the date first written above.

HOUSEHOLD FINANCE CORPORATION II

By: [Signature]
Name: John P. Griffin
Title: Vice President – Treasurer
& Controller

STATE OF ILLINOIS)
)ss.
COUNTY OF LAKE)

On this 4th day of June 2013, before me, a notary public in and for the State of Illinois, appeared John P. Griffin, who is known to me to be the Vice President – Treasurer & Controller of the entity listed above, and who signed his name hereto for the purposes stated herein.

[SEAL]



[Signature]
NOTARY PUBLIC

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE
AND CORRECT COPY OF THIS DOCUMENT ON FILE IN
MY OFFICE. WITNESS MY HAND AND OFFICIAL SEAL
THIS 11 DAY OF July, 2013
BY [Signature] CLERK OF CIRCUIT COURT
U.S.

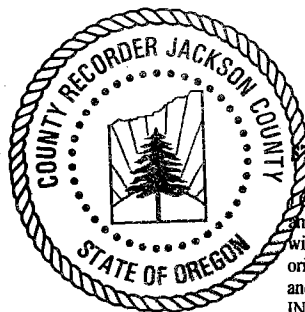
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Power of Attorney

CERTIFIED TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL
TASSI OWELL
BY [Signature] DEPUTY

2013-005762



STATE OF OREGON

County of Jackson

I, Christine D. Walker, County Clerk and Recorder of the above named County and State do hereby certify that the foregoing copy has been by me compared with the original, and that it is a transcript therefrom, and of the whole of such original as the same appears on file or of record in my office and in my care and custody.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Recorder, this 14th day of March A.D., 2014

Christine D. Walker, Jackson County Clerk

By Kathy Barrowcliff Deputy

Kathy Barrowcliff