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Prepared By:
Vericrest Financial, Inc.
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Oklahoma City, OK 73108
(405) 951-1718

Return To:
Underwood Law Firm
340 Edgewood Terrace Drive
Jackson, MS 39206
(601) 981-7773

Power of Attorney

Grantor:
U.S. Bank Trust National Association, as Trustee
300 Delaware Avenue, EX-DE-WDAW
Wilmington, DE 19801
(405) 951-1718

Grantee:
Vericrest Financial, Inc.
715 Metropolitan Ave.
Oklahoma City, OK 73108
(405) 951-1718

INDEXING INSTRUCTIONS AND/OR LEGAL DESCRIPTION:

N/A

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Document drafted by and
RECORDING REQUESTED BY:

VERICREST FINANCIAL INC
715 METROPOLITAN AVE
OKLAHOMA CITY, OK 73108

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

U.S. Bank Trust National Association, a national banking association organized and existing under the laws of the United States and having an office at 300 Delaware Avenue, EX-DE-WDAW, Wilmington, DE 19801, not in its individual capacity but solely as Trustee, under those certain Pooling and Servicing Agreements described in Schedule A ("Trustee"), hereby constitutes and appoints **VERICREST FINANCIAL, INC.**, ("Servicer"), and in its name, aforesaid **Attorney-In-Fact**, by and through any officer appointed by the Board of Directors of Servicer, 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 (5) below; provided however, that 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 servicing agreements and no power is granted hereunder to take any action that would be adverse to the interests of **U.S. Bank Trust National Association**. This Limited Power of Attorney is being issued in connection with Servicer's responsibilities to service certain mortgage loans (the "Loans") held by **U.S. Bank Trust National Association**, as Trustee. These Loans are secured by collateral comprised of Mortgages, Deeds of Trust, Deeds to Secure Debt and other forms of Security Instruments (collectively the "Security Instruments") encumbering any and all real and personal property delineated therein (the "Property") and the Notes secured thereby.

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 **U.S. Bank Trust National Association**, as 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, taking deeds in lieu of foreclosure, evicting (to the extent allowed by federal, state or local laws) and foreclosing on the properties under the Security Instruments.
2. Execute and/or file such documents and take such other action as is proper and necessary to defend **U.S. Bank Trust National Association**, as Trustee in litigation and to resolve any litigation where the Servicer has an obligation to defend **U.S. Bank National Association**, as Trustee.
3. Transact business of any kind regarding the Loans, as **U.S. Bank Trust National Association**, as 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 bonds, notes, mortgages, deeds of trust and other contracts, agreements and instruments regarding the Borrowers and/or the Property, including but not limited to the execution of releases, satisfactions, assignments, loan modification agreements, loan assumption agreements, subordination agreements, property adjustment agreements, and other instruments pertaining to mortgages or deeds of trust, bills of sale and execution of deeds and associated instruments, if any, conveying or encumbering the Property, in the interest of **U.S. Bank Trust National Association**, as Trustee, and specifically including

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any deeds or other instruments conveying real estate from the Trustee to a 3rd party purchaser.

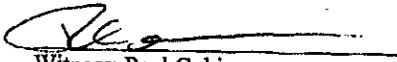
- 5. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.

Servicer hereby agrees to indemnify and hold, U.S. Bank Trust National Association, as 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 exercise by the Servicer of the powers specifically granted to it under the related servicing agreements. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the related servicing agreements or the earlier resignation or removal of U.S. Bank Trust National Association, as Trustee under the related servicing agreements listed on Schedule A, attached.

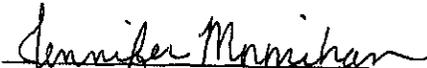
Witness my hand and seal this 20th day of May, 2011.

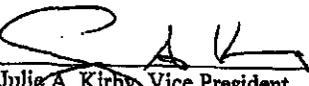
NO CORPORATE SEAL

U.S. Bank Trust National Association, as Trustee,


 Witness: Paul Gobin

By: 
 David Duclos, Vice President


 Witness: Jennifer Moynihan

By: 
 Julie A. Kirby, Vice President


 Attest: Beth A. Nally, Trust Officer

CORPORATE ACKNOWLEDGMENT

State of Massachusetts

County of Suffolk

On this 20th day of May, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared David Duclos, Julie A. Kirby and Beth A. Nally, 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 Trust Officer, 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: 
 Kathleen A. Sullivan

My commission expires: 7/11/2014



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Exhibit A

- | | |
|----------------------------|--------------------|
| LSF7 Bermuda NPL I Trust | LSF7 NPL I Trust |
| LSF7 Bermuda NPL II Trust | LSF7 NPL II Trust |
| LSF7 Bermuda NPL III Trust | LSF7 NPL III Trust |
| LSF7 Bermuda NPL IV Trust | LSF7 NPL IV Trust |
| LSF7 Bermuda NPL V Trust | LSF7 NPL V Trust |
| LSF7 Bermuda NPL VI Trust | LSF7 NPL VI Trust |
| LSF7 Bermuda NPL VII Trust | LSF7 NPL VII Trust |

STATE OF MS
COUNTY OF HINDS
FILED-RECORDED
1ST DISTRICT

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EDDIE JEAN CARR
CHANCERY CLERK

STATE OF MISSISSIPPI
HINDS COUNTY
FIRST DISTRICT
I, EDDIE JEAN CARR, Clerk of the Chancery Court in and for the
County and State aforesaid, do hereby certify that the foregoing
[Signature] is a true and correct copy as appears on
record in my office in *[Signature]* Book 7119 Page 8927
Given under my hand and official seal of office this
the 9 day of September, 2011.
EDDIE JEAN CARR, CHANCERY CLERK
BY *[Signature]* D.C.

