

Prepared by:
Morris & Associates
2309 Oliver Road
Monroe, Louisiana 71201
Telephone: 318-330-9020
Michael Jedynek Bar# 103014

Return To:
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2309 Oliver Road
Monroe, Louisiana 71201
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RECORD 2nd

SUBSTITUTION OF TRUSTEE

Lot 360, Section B, DeSoto Village S/D, in Section 34, T 1 S, R 8 W, Plat Book 8, Pages 16-21, DeSoto Co., MS

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Grantor:
US Bank Trust National Association, as Trustee for LSF7 NPL VII Trust
2309 Oliver Road
Monroe LA 71201
318-330-9020

Grantee:
Michael Jedynek
2309 Oliver Road
Monroe LA 71201
318-330-9020

WHEREAS, on the 23rd day of June, 2006 and acknowledged on the 23rd day of June, 2006, Edna S. Tidwell aka Edna Breedlove executed a Deed of Trust to Real Estate Title Services, Trustee for the use and benefit of New Century Mortgage Corporation beneficiary, which Deed of Trust is on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Deed of Trust Record at Book 2553 at Page 275; and

WHEREAS, the undersigned is the present holder and beneficiary of the Deed of Trust referenced to above; and

WHEREAS, under the terms of said Deed of Trust, the beneficiary or any assignee is authorized to appoint a Trustee in the place and stead of the original Trustee or any successor Trustee in said Deed of Trust; and

NOW, THEREFORE, the undersigned holder of said Deed of Trust does hereby appoint and substitute Michael Jedynek, as Trustee, the said Michael Jedynek, to have all rights, powers and privileges granted the Trustee in said Deed of Trust.

Should the undersigned become the last and highest bidder at the foreclosure sale, the Substitute Trustee is hereby authorized to transfer and assign said bid to convey title to said Foreclosed property to the SECRETARY OF VETERANS AFFAIRS, an officer of the United States of America, or the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, or whosoever the undersigned shall authorize. The statement in the Substitute Trustee's Deed that the undersigned has requested the transfer of its bid to Grantee (s) in the Substitute Trustee's Deed shall be binding on the undersigned and conclusive evidence in favor of the assignee or other parties thereby, and that the Substitute Trustee is duly authorized and empowered to execute the same.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers on this 7 day of September, 2011.

US Bank Trust National Association, as Trustee for LSF7 NPL VII Trust by Vericrest Financial, Inc. as servicer

Paul Garcia
BY: **Paul Garcia** **Assistant Vice President**

STATE OF CA
COUNTY OF SD

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Paul Garcia known personally to me to be the Assistant Vice President for Vericrest Financial, Inc. as servicer for the within named US Bank Trust National Association, as Trustee for LSF7 NPL VII Trust and that (s) he executed and delivered the within and foregoing instrument on the day and year therein mentioned for and on behalf of said corporation, and as its own act and deed for the purposes therein mentioned, having been first duly authorized so to do.

WITNESS my signature and official seal on this, the 7 day of September, 2011.

Carrie Anderson
NOTARY PUBLIC

MY COMMISSION EXPIRES:





1

STATE OF MISSISSIPPI
ADAMS COUNTY

I, THOMAS J. O'BEIRNE, Clerk of the Chancery Court of said County, hereby certify that the foregoing instrument of writing was filed in my office for record on the 2 day of June, 2011 at 11:55 o'clock A. M., and duly recorded in BKED Book No. 256 Page 1

THOMAS J. O'BEIRNE, Clerk
Claudia White, D.C.

*12:00 PM
T.D. Service*

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Service #: 3654009DT1

DOCUMENT DRAFTED BY AND
RECORDING REQUESTED BY:
Vericrest Financial, Inc.
715 Metropolitan Ave
Oklahoma City, OK 73108

AND WHEN RECORDED MAIL TO:
T.D. Service Company
1820 E. First St. Ste 300
Santa Ana, CA 92705

LIMITED POWER OF ATTORNEY



STATE OF MISSISSIPPI
ADAMS COUNTY

I, Thomas J. O'Beirne, Chancery Clerk in and for said County and State do hereby certify that the above and foregoing instrument is a true and correct copy of original recorded in Book 256 Page 1 in the office of the Chancery Clerk, Adams County, Mississippi.

Given under my hand and seal of office this the

2 day of June, A.D., 2011

THOMAS J. O'BEIRNE, Chancery Clerk
By Claudia White D.C.

93457

F10-3062

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

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

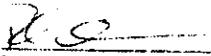
- 5. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.

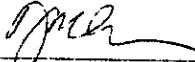
Servicer hereby agrees to indemnify and hold, **U.S. Bank Trust National Association**, as Trustee, and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements 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.

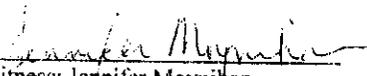
Witness my hand and seal this 20th day of May, 2011.

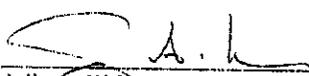
NO CORPORATE SEAL

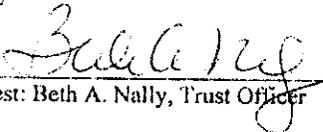
U.S. Bank Trust National Association, as Trustee,


 Witness: Paul Gobin

By: 
 David Duclos, Vice President


 Witness: Jennifer Moynihan

By: 
 Julie A. Kirby, Vice President


 Attest: Beth A. Nally, Trust Officer

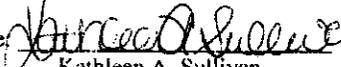
CORPORATE ACKNOWLEDGMENT

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

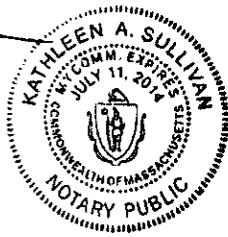


Exhibit A

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 PL VII Trust