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**FEDERAL NATIONAL MORTGAGE ASSOCIATION  
("FNMA")**

**Issuer and Trustee**

**TRUST INDENTURE**

**for**

**GUARANTEED MORTGAGE  
PASS-THROUGH CERTIFICATES  
evidencing undivided beneficial interests in**

**POOLS OF ADJUSTABLE RATE RESIDENTIAL  
MORTGAGE LOANS**

**[Authorized by Title III of the National Housing Act,  
12 U.S.C. 1719(d)]**

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**FEDERAL NATIONAL MORTGAGE ASSOCIATION  
GUARANTEED MORTGAGE PASS-THROUGH  
SECURITIES PROGRAM  
(Adjustable Rate Residential Mortgage Loans)**

**TRUST INDENTURE**

THIS TRUST INDENTURE made, executed and published this first day of July, 1984, at Washington, D.C., by the Federal National Mortgage Association (herein called "FNMA"), a body corporate organized and existing under the laws of the United States, in its corporate capacity and in its capacity as trustee;

**WITNESSETH:**

WHEREAS, FNMA has purchased and intends to purchase adjustable rate residential mortgage loans and intends:

To assemble groups of such mortgage loans into separate pools bearing distinctive identification;

To set aside and hold the mortgage loans comprising each such pool in trust and service such mortgage loans; and

To issue, sell and administer guaranteed mortgage pass-through certificates evidencing undivided beneficial interests in the mortgage loans comprising each separate, identified pool;

NOW, THEREFORE, the parties to this Trust Indenture, in the several capacities hereinabove set forth, do hereby declare and establish this Trust Indenture and do hereby undertake and otherwise agree as follows:

**ARTICLE I**

**Defined Terms**

Whenever used in this Trust Indenture, the following words and phrases shall have the following meanings:

*Accounting Records:* As to any particular issue of Certificates, the documentation necessary to account for the activity on the pooled Mortgage Loans.

**Accrual Rate:** With respect to a particular Mortgage Loan and Distribution Date, the Mortgage Interest Rate less the Spread.

**Aggregate Scheduled Principal:** With respect to any particular Pool and Distribution Date, the aggregate principal due on all Outstanding Mortgage Loans during the related Due Period including, for this purpose, (i) Deferred Interest which has previously been added to principal in accordance with the terms of such Mortgage Loan and (ii) principal which would have been due during the Due Period in accordance with an amortization schedule but which has been deferred pursuant to an extension granted to the Mortgagor or otherwise.

**Authorized Officer:** The Chairman of the Board, the President or any Executive Vice President, Senior Vice President or Vice President of FNMA.

**Business Day:** Any day other than (i) a Saturday or a Sunday, or (ii) a day on which banking institutions in New York, New York, are authorized or obligated by law or executive order to be closed.

**Certificate:** Any one of the guaranteed mortgage pass-through certificates executed by FNMA and authenticated by the Certificate Registrar in substantially the form of Exhibit A annexed hereto.

**Certificateholder or Holder:** The person in whose name a Certificate is registered in the Certificate Register, except that, solely for the purposes of giving any consent pursuant to this Trust Indenture or any Issue Supplement, any Certificate registered in the name of FNMA, any Sub-Servicer of the related Pool or any affiliate of any such Sub-Servicer shall be deemed not to be outstanding and the Fractional Undivided Interest evidenced thereby shall not be taken into account in determining whether the requisite percentage of Fractional Undivided Interests necessary to effect any such consent has been obtained; provided, however, that any such Certificate or portion thereof shall not be so disregarded if (i) FNMA or any such Sub-Servicer or affiliate is not the beneficial owner of such Certificate or portion thereof and (ii) such Certificate, or the applicable portion thereof, is voted in accordance with written instructions provided to the Holder thereof by some or all of the Persons owning such beneficial interests (if less than all of such Persons shall furnish such written instructions then such portion of such Certificate as to which instructions shall not have been furnished shall be deemed not to be outstanding for purposes of such vote).



**Certificate Principal Balance:** The portion of the Pool Principal Balance evidenced by a particular Certificate.

**Certificate Register and Certificate Registrar:** The register maintained and the registrar appointed pursuant to Section 7.02.

**Charter Act:** The Federal National Mortgage Association Charter Act (12 U.S.C. §1716 *et seq.*), as amended and in effect from time to time.

**Corporate Trust Office:** The principal office of Chemical Bank, the Certificate Registrar, in the City of New York at which at any particular time its corporate trust business shall be administered, which office at the date of the execution of this Trust Indenture is located at 55 Water Street, New York, New York.

**Curtailment:** Any unscheduled partial payment or other recovery of principal on a Mortgage Loan (including, for this purpose, the difference between the Stated Principal Balance of any Replaced Defective Mortgage Loan and the Issue Date Principal Balance of any related Substitute Mortgage Loan) which is not accompanied by an amount representing scheduled interest due after the month of payment.

**Custodial Agreement:** An agreement substantially in the form attached hereto as Exhibit C pursuant to which Mortgage Notes and related documents specified in such agreement are deposited with an eligible custodian.

**Deferred Interest:** With respect to a particular Mortgage Loan and Due Period, the difference, if any, between the amount of Mortgagor Interest for such Due Period and the amount which, in the absence of a limitation on the size of the related scheduled payment, would otherwise be payable by the Mortgagor during such Due Period on account of interest at the then applicable Mortgage Interest Rate.

**Distribution Date:** The 25th day of any month, beginning as to any particular Pool with the 25th day of the month following the month of the Issue Date, or, if such 25th day is not a Business Day, the Business Day immediately following.

**Distribution Interest:** With respect to a particular Mortgage Loan and Due Period, Mortgagor Interest less the Spread Amount applicable thereto.

**Due Date:** With respect to a particular Mortgage Loan, the date during a month in which a payment thereon is due and payable.

***Due Period:*** As to any Distribution Date, the period beginning on the second day of the month next preceding the month of such Distribution Date and ending on the first day of the month of such Distribution Date.

***Event of Default:*** An event as described in Section 9.03.

***FNMA:*** Federal National Mortgage Association, a body corporate organized and existing under the laws of the United States, or its successor in interest or any successor appointed as herein provided. Unless the context requires otherwise, the term "FNMA" shall be deemed to refer to the Federal National Mortgage Association acting in its corporate capacity and not in its capacity as Trustee hereunder.

***Fractional Undivided Interest:*** The fractional undivided interest in the related Trust Fund that is evidenced by a Certificate, such fractional undivided interest being equal to the initial Certificate Principal Balance set forth on the face of such Certificate, divided by the Pool Principal Balance on the Issue Date.

***Fully Prepaid Mortgage Loan:*** Any Mortgage Loan (i) respecting which payment of the entire principal balance is made prior to the final maturity of such Mortgage Loan, (ii) respecting which cash is received in connection with the liquidation of such Mortgage Loan, whether through insurance proceeds, condemnation awards, proceeds of any sale of the Mortgaged Property or otherwise (and whether or not such cash is equal to the unpaid principal amount thereof and all interest accrued thereon) in an amount determined by FNMA in its reasonable judgment to be the full amount finally recoverable on account of such Mortgage Loan, or (iii) which is deemed to be a Fully Prepaid Mortgage Loan pursuant to Section 5.03.

***Issue Date:*** As to any particular Pool, the first day of the month in which Certificates evidencing Fractional Undivided Interests in the related Trust Fund are issued.

***Issue Date Principal Balance:*** The principal balance of a Mortgage Loan as reflected in the Mortgage Loan Schedule (or, in the case of any Substitute Mortgage Loan, the principal balance on the first day of the month of substitution after the application of all principal installments due on or prior to such first day of the month).

***Issue Supplement:*** An instrument published by FNMA pursuant to Section 2.01 which supplements this Trust Indenture and identifies and

establishes a particular Pool and a particular issue of Certificates related to such Pool.

**Mortgage:** The mortgage, deed of trust or other instrument creating a first lien on the real property securing a Mortgage Note.

**Mortgage Interest Rate:** With respect to a particular Mortgage Loan and Distribution Date, the annual rate of interest which was applicable to the computation of the amount of interest (including Deferred Interest) due on the Due Date during the preceding Due Period.

**Mortgage Loan:** Each of the mortgage loans identified in the Mortgage Loan Schedule attached to an Issue Supplement as from time to time is held as a part of the related Trust Fund, together with any Substitute Mortgage Loan; however, in the case of Pools comprised of Participation Certificate(s), the term "Mortgage Loan" means the beneficial interest in each mortgage loan represented thereby, as specified in the Mortgage Loan Schedule, (i) for purposes of the following definitions: "Aggregate Scheduled Principal," "Curtailement," "Distribution Interest," "Issue Date Principal Balance," "Mortgagor Interest," "Pool," "Pool Principal Balance," "Pool Proceeds," "Replaced Defective Mortgage Loan," "Stated Principal Balance" and "Substitute Mortgage Loan" and (ii) otherwise as the context requires in order to effectuate the purposes of this Trust Indenture.

**Mortgage Loan Schedule:** The schedule of Mortgage Loans attached to each Issue Supplement pursuant to Section 2.01.

**Mortgage Note:** The note or other evidence of indebtedness evidencing the indebtedness of a Mortgagor under a Mortgage Loan.

**Mortgaged Property:** The real property and all improvements thereon and appurtenant thereto which secure a Mortgage Loan.

**Mortgagor:** The obligor on a Mortgage Note.

**Mortgagor Interest:** With respect to a particular Mortgage Loan and Due Period, the amount of the scheduled payment due during such Due Period which is allocable to interest (exclusive of any Deferred Interest); provided, however, that, as to any Outstanding Fully Prepaid Mortgage Loan and any Outstanding Mortgage Loan which has been the subject of a Curtailement which has not been distributed to Certificateholders during or prior to such Due Period, Mortgagor Interest shall consist of one month's

interest at the Mortgage Interest Rate on the Stated Principal Balance of such Mortgage Loan on the Distribution Date immediately following such Due Period.

*Opinion of Counsel:* A written opinion of counsel, who may be counsel for FNMA.

*Outstanding:* With respect to a particular Due Period, any Mortgage Loan (including a Mortgage Loan which has been foreclosed or comparably converted) which is not (i) a Fully Prepaid Mortgage Loan respecting which the final distribution to Certificateholders has been made during or prior to such Due Period or (ii) a Replaced Defective Mortgage Loan.

*Participation Certificate:* A certificate issued by a Sub-Servicer evidencing a specified beneficial interest in the mortgage loans described therein.

*Paying Agent:* Any paying agent appointed by FNMA pursuant to Section 7.05.

*Person:* Any legal person, including any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

*Pool:* All of the Mortgage Loans held as part of a particular Trust Fund.

*Pool Principal Balance:* The aggregate Stated Principal Balances of the Mortgage Loans.

*Pool Proceeds:* As to a particular Pool, all payments and other recoveries received on account of the Mortgage Loans in such Pool, including, without limitation, any insurance proceeds, other than (i) any payments due on or before the Issue Date for such Pool or, in the case of any Substitute Mortgage Loan, due on or before the first day of the month of the related substitution, (ii) that portion of each payment of interest on a particular Mortgage Loan which is not required to be distributed to Certificateholders pursuant hereto and the applicable Issue Supplement and (iii) any amount received upon the final payment or other liquidation of a Mortgage Loan which is in excess of the Stated Principal Balance of such Mortgage Loan together with interest on such Stated Principal Balance at the applicable Accrual Rate to the first day of the month following such final payment or liquidation.

**Record Date:** The last day of the month immediately preceding the month of the related Distribution Date.

**Replaced Defective Mortgage Loan:** Any Mortgage Loan which is withdrawn from the related Pool and is replaced by a Substitute Mortgage Loan pursuant to Section 5.03.

**Servicing Contract:** The agreement between FNMA and any Sub-Servicer relating to the direct servicing by such Sub-Servicer of Mortgage Loans for a particular Pool.

**Spread:** With respect to a particular Mortgage Loan, the fixed percentage amount applicable to such Mortgage Loan as specified in the related Issue Supplement.

**Spread Amount:** With respect to a particular Mortgage Loan and Distribution Date, one-twelfth of the product of the Spread and the Stated Principal Balance of such Mortgage Loan.

**Stated Principal Balance:** With respect to a particular Mortgage Loan and Distribution Date, the sum of (i) the Issue Date Principal Balance of such Mortgage Loan and (ii) all Deferred Interest previously added to the principal balance of such Mortgage Loan and reflected in previous reports to Certificateholders, less all amounts distributed to Certificateholders on previous Distribution Dates in respect of principal of such Mortgage Loan (including distributions of Deferred Interest described in (ii) above).

**Sub-Servicer:** Any Person which shall at the time be directly servicing any Mortgage Loans pursuant to a Servicing Contract.

**Substitute Mortgage Loan:** Any Mortgage Loan which is substituted for a Replaced Defective Mortgage Loan pursuant to Section 5.03.

**Supplemental Indenture:** Any supplemental indenture entered into pursuant to Article XI.

**Trustee:** Federal National Mortgage Association, in its capacity as trustee hereunder, or its successor in interest in such capacity, or any successor trustee appointed as herein provided.

**Trust Fund:** As to any particular issue of Certificates, the corpus of the trust created by this Trust Indenture and the Issue Supplement applicable thereto, consisting of (a) the related Pool, (b) such Pool Proceeds as from

time to time may be considered to be held by FNMA for Certificateholders pursuant to Section 5.04, (c) any Mortgaged Property or interest in any Mortgaged Property represented by a Participation Certificate which has been acquired by foreclosure or deed in lieu of foreclosure and which has not been withdrawn from the Trust Fund, and (d) the interest of the Certificateholders in the obligation of FNMA to supplement Pool Proceeds to the extent necessary to make distributions in the amounts required by the form of Certificate hereinafter set forth.

*Trust Indenture:* This Trust Indenture, dated July 1, 1984, by and between FNMA, in its corporate capacity, and FNMA, in its capacity as Trustee, as the same is originally executed, or as modified, amended or supplemented in accordance with the applicable provisions hereof.

*Withdrawable Mortgage Loan:* Any Mortgage Loan respecting which the underlying Mortgaged Property is transferred, or proposed to be transferred, under circumstances in which FNMA is legally permitted or reasonably believes that it is legally permitted to accelerate the maturity of such Mortgage Loan pursuant to the terms of any "due-on-sale" clause contained therein.

## ARTICLE II

### Applicable Documentation

*Section 2.01. Issue Supplement.* An Issue Supplement establishing a Pool and creating the Certificates evidencing Fractional Undivided Interests therein shall be substantially in the form annexed hereto as Exhibit B (with such changes thereto as FNMA in its sole discretion shall determine) and shall be executed by FNMA, in its corporate capacity, and by FNMA, acting in its capacity as Trustee, and filed pursuant to Section 3.02 in the office of the Corporate Secretary of FNMA at the time of the issuance of Certificates related to such Pool. Each Issue Supplement shall be executed on behalf of FNMA in its corporate capacity and in its capacity as Trustee by an Authorized Officer, under its seal affixed by impression, printing or rubber stamp duly attested by the Corporate Secretary or an Assistant Corporate Secretary. Any attestation of the Corporate Secretary or an Assistant Corporate Secretary may be by manual or facsimile signature.

Each Issue Supplement shall identify and relate to a particular Pool and a particular issue of Certificates evidencing Fractional Undivided Interests in

such Pool, and shall have attached thereto a Mortgage Loan Schedule dated as of the date thereof. Such Mortgage Loan Schedule shall list all Mortgage Loans comprising the Pool and shall show as to each Mortgage Loan: (a) the address of the Mortgaged Property, (b) the first payment date and original term, (c) the original principal amount, (d) the Issue Date Principal Balance, (e) the initial Mortgage Interest Rate, (f) the Spread, and (g) any other information as shall be appropriate for a particular Pool.

*Section 2.02. Certificates.* Each Certificate shall be in substantially the form attached hereto as Exhibit A and shall be executed on behalf of FNMA in its corporate capacity and in its capacity as Trustee by manual or facsimile signature of an Authorized Officer under its seal imprinted thereon, duly attested by the Corporate Secretary or an Assistant Corporate Secretary. Each Certificate may contain such material modifications or variations from such form as shall be specified in the applicable Issue Supplement.

*Section 2.03. Issue Supplement and Trust Indenture.* With respect to each Pool established by an Issue Supplement and the related Certificates, the collective terms of this Trust Indenture and such Issue Supplement shall govern the servicing of Mortgage Loans comprising such Pool, the issuance and administration of all Certificates related to such Pool, and all matters related thereto, and shall have no applicability to any other Pool or Certificates. As applied to each Pool established by an Issue Supplement, and the related Certificates, the collective terms of such instruments shall constitute an agreement relating exclusively to such Pool and Certificates, to like effect as if the collective terms of all such instruments were set forth in a separate instrument, duly executed and delivered by FNMA in its corporate capacity and in its capacity as Trustee.

*Section 2.04. Authorized Officers.* The manual or facsimile signature of any individual appearing on an Issue Supplement or Certificate, designated as the signature of an Authorized Officer of FNMA, shall constitute conclusive evidence that such individual is, in fact, authorized by FNMA to execute such Issue Supplement or Certificate on behalf of FNMA in its corporate capacity and in its capacity as Trustee, notwithstanding that such authorization may have lapsed prior to the effective date of such Issue Supplement or Certificate, or delivery thereof.

*Section 2.05. Delivery of Instruments.* FNMA shall furnish to each Certificateholder, upon request, copies of this Trust Indenture and the Issue

Supplement, without attachments, applicable to the Certificate or Certificates held by such Holder.

### ARTICLE III

#### Declaration of Trust

*Section 3.01. Declaration.* By the act of issuing a Certificate hereunder, FNMA shall be deemed to have declared that (a) FNMA, acting in its capacity as Trustee, is holding all of the related Trust Fund (including the Mortgage Loans, or a Participation Certificate(s) evidencing specified beneficial interests therein, comprising the related Pool) in trust for the exclusive benefit of the Holders of all Certificates evidencing Fractional Undivided Interests in such Trust Fund, and (b) FNMA will issue the Certificates, will service all such Mortgage Loans and will administer all such Certificates in accordance with the terms of this Trust Indenture and the applicable Issue Supplement.

*Section 3.02. Notice.* An original counterpart of this Trust Indenture is filed, and an original counterpart of each Issue Supplement shall be filed, in the office of the Corporate Secretary of FNMA, 3900 Wisconsin Avenue, N.W., Washington, D.C. 20016, and shall be available for inspection by any Holder of a Certificate in the related Pool upon request and during normal business hours.

### ARTICLE IV

#### Conveyance

*Section 4.01. Conveyance of Mortgage Loans.* Concurrently with the execution and delivery of an Issue Supplement, FNMA shall transfer, assign, set over and otherwise convey to the Trustee, on behalf of Holders of Certificates evidencing Fractional Undivided Interests therein, all of FNMA's right, title and interest in and to the Mortgage Loans identified in the attached Mortgage Loan Schedule, including all payments of principal and interest thereon received after the respective date or dates on which the Issue Date Principal Balance was determined (other than payments permitted to be retained by FNMA by the terms hereof, including payments of principal and interest due on or before the Issue Date).



In connection with any such transfer (other than pursuant to a Participation Certificate) of a Mortgage Loan evidenced by a Mortgage Note not held by FNMA, FNMA shall cause to be delivered to a custodian under a Custodial Agreement the related Mortgage Note endorsed in blank by the seller thereof, together with such other related documents as shall be specified in the Custodial Agreement. In the case of Mortgage Loans evidenced by a Participation Certificate, FNMA shall denote on the face of such Participation Certificate that it has been assigned to the Trustee for the exclusive benefit of Holders of Certificates evidencing Fractional Undivided Interests in the related Trust Fund.

In the event that FNMA shall discover subsequent to the transfer and assignment of a Mortgage Loan to the Trustee that the actual principal balance of such Mortgage Loan at the date such Mortgage Loan's principal balance was calculated was different from such Mortgage Loan's Issue Date Principal Balance as specified in the Mortgage Loan Schedule, FNMA may make such adjustments as shall be necessary to bring such actual balance and stated principal balance into agreement.

## ARTICLE V

### Servicing of Mortgage Loans

*Section 5.01. General.* FNMA shall service the Mortgage Loans comprising each Pool, and shall have full power and authority to do or cause to be done any and all things in connection therewith as it may deem necessary or appropriate in its sole discretion, in its own name and right, and without disclosure of the existence or terms of this Trust Indenture or the applicable Issue Supplement; provided, however, that FNMA shall have no authority to sell or hypothecate, or, subject to Section 5.03, make any substitution for, any Mortgage Loan.

FNMA in its discretion shall foreclose upon or otherwise comparably convert the ownership of the Mortgaged Property securing any Mortgage Loan as to which a default occurs. Subject to Section 5.02 and to the extent consistent with then-current policies of FNMA respecting comparable mortgage loans held in its own portfolio, FNMA in its discretion may enforce or waive enforcement of any of the terms of any Mortgage Loan or

enter into an agreement for the modification of any of the terms of any Mortgage Loan (other than, except as may be required by terms of the Mortgage Note, a reduction in the Mortgage Interest Rate or, to the extent adverse to the interests of Certificateholders, provide for any change in any interest rate adjustment provision or provision governing the calculation of scheduled payments), or take any action or refrain from taking any action in servicing any Mortgage Loan. In such connection, FNMA may waive any prepayment charge, assumption fee or late payment charge.

FNMA in its discretion may conduct such servicing through the facilities of agents or independent contractors but shall not thereby be released from any of its duties or responsibilities hereunder or under the applicable Issue Supplement.

Any Servicing Contract and any other transactions or services relating to the Mortgage Loans involving a Sub-Servicer shall be deemed to be between the Sub-Servicer and FNMA alone and the Trustee and Certificateholders shall not be deemed parties thereto and shall have no claims, rights, obligations, duties or liabilities with respect to any Sub-Servicer.

*Section 5.02. Transfers of Mortgaged Property.* In connection with the transfer, or prospective transfer, of title to a Mortgaged Property, FNMA shall, unless it shall elect to withdraw such Mortgage Loan pursuant to Section 5.03, accelerate the maturity of the related Mortgage Loan where such Mortgage Loan contains a "due-on-sale" clause permitting acceleration under such a circumstance; provided, however, that FNMA shall not be required to accelerate the maturity of the Mortgage Loan pursuant to the "due-on-sale" clause or to withdraw such Mortgage Loan pursuant to Section 5.03 if FNMA is restricted by law from accelerating such Mortgage Loan, for any reason whatever. In the event that, for any reason, FNMA cannot accelerate the maturity of a Mortgage Loan upon the transfer, or prospective transfer, of title to the underlying Mortgaged Property, FNMA may enter into a transaction by which the obligor is released from liability on the related Mortgage Loan and the transferee assumes such liability; provided, however, that no such transaction shall (i) be entered into which would not have been entered into had the Mortgage Loan been held in FNMA's own portfolio or (ii) provide for reduction of the Mortgage Interest Rate or, to the extent adverse to the interests of Certificateholders,

provide for a change in any interest rate adjustment provision or provision governing the calculation of scheduled payments.

*Section 5.03. Optional Withdrawal of Delinquent Mortgage Loans, Mortgaged Property or Withdrawable Mortgage Loans; Substitution or Repurchase of Defective Mortgage Loans.* FNMA shall have the right and option, without obligation and in its discretion, to withdraw from the related Pool, upon appropriate entry in the Accounting Records, any Mortgage Loan at any time after such Mortgage Loan becomes delinquent, in whole or in part, as to four consecutive monthly installments of principal and interest. FNMA shall likewise have the right and option, without obligation and in its discretion, to withdraw from the related Pool, upon appropriate entry in the Accounting Records, any Withdrawable Mortgage Loan and any and all Mortgaged Property received in connection with the foreclosure or comparable conversion of any Mortgage Loan. Any such withdrawn Mortgage Loan or any Mortgage Loan secured by any such withdrawn Mortgaged Property shall be deemed to be a Fully Prepaid Mortgage Loan.

FNMA may, in the case of a material breach of warranty by a seller of any Mortgage Loan or a material defect in documentation, (i) withdraw such Mortgage Loan from the Trust Fund, whereupon such Mortgage Loan shall be deemed to be a Fully Prepaid Mortgage Loan for all purposes hereof or (ii) in case the Mortgaged Property securing such Mortgage Loan consists of less than five dwelling units, substitute an additional Mortgage Loan for such Mortgage Loan as long as any such substitution takes place within two years of the original issuance of Certificates evidencing Fractional Undivided Interests in the related Pool. Any Substitute Mortgage Loan shall (i) have an Issue Date Principal Balance which is not greater than the Stated Principal Balance of the Replaced Defective Mortgage Loan (the amount of any difference being deemed to be a Curtailment as hereinbefore provided), (ii) have had an original Mortgage Interest Rate which is identical to the original Mortgage Interest Rate of the Replaced Defective Mortgage Loan, (iii) have an original final maturity not later than the original final maturity of any Mortgage Loan in the Pool and not earlier than two years prior to the original final maturity of the related Replaced Defective Mortgage Loan, (iv) have a Mortgage Interest Rate which, on the date of substitution, is identical to the interest rate borne by the Replaced Defective Mortgage Loan and (v) have Mortgage Interest Rate adjustment

terms that are no less favorable to the Certificateholders as the comparable terms of the Replaced Defective Mortgage Loan, including, without limitation, index, margin and Mortgage Interest Rate and monthly payment caps. In connection with any such substitution, FNMA shall amend the Mortgage Loan Schedule to reflect the withdrawal of the Replaced Defective Mortgage Loan and the assignment to FNMA, in its capacity as Trustee, of the Substitute Mortgage Loan. If FNMA's interest in a Replaced Defective Mortgage Loan is evidenced by a Participation Certificate, the assignment to FNMA of the Substitute Mortgage Loan may be evidenced by a Participation Certificate.

*Section 5.04. Accounting Records.* FNMA shall establish and maintain, as to each Pool, Accounting Records in which Pool Proceeds and distributions to Certificateholders shall be recorded and in which a record of Fully Prepaid Mortgage Loans and Curtailments shall be kept.

At any particular time the aggregate of the amount of Pool Proceeds entered in the Accounting Records (as reduced by any distributions made in respect of and from such Pool Proceeds) shall be considered to be held by FNMA for Certificateholders, it being understood, however, that FNMA shall have no liability to Certificateholders for the payment of interest on any such amounts so held by it for their account and that, so long as an Event of Default shall not have occurred and be continuing, FNMA's obligation to remit any such amounts to Certificateholders shall be through monthly distributions in amounts computed in accordance with this Trust Indenture and any Issue Supplement.

*Section 5.05. Servicing Compensation; Payment of Certain Expenses by FNMA.* As compensation for its activities and obligations hereunder, FNMA shall be entitled to retain the amounts received on account of the Mortgage Loans which are not considered to be Pool Proceeds pursuant to (ii) and (iii) of the definition thereof hereinbefore set forth. FNMA shall pay all expenses incurred by it hereunder in connection with its servicing activities and shall not be entitled to reimbursement therefor out of Pool Proceeds.

Additional servicing compensation in the form of prepayment charges, assumption fees, late payment charges or otherwise shall be retained by FNMA.

## ARTICLE VI

## Distributions to Certificateholders

**Section 6.01. Distributions.** On each Distribution Date FNMA or the Paying Agent shall distribute to each Certificateholder of record on the preceding Record Date (other than as provided in Section 10.01 respecting the final distribution), by mail to such Certificateholder at the address of such Holder appearing in the Certificate Register, such Certificateholder's pro rata share (based on the aggregate Fractional Undivided Interest represented by Certificates held by such Holder) of all amounts which represent payments of the nature required to be distributed on such Distribution Date pursuant to the form of Certificate set forth as Exhibit A hereto; provided, however, that FNMA may, in calculating such amount to be distributed on any Distribution Date, make such adjustment in the distribution of unscheduled principal only as shall be necessary to correct prior errors.

**Section 6.02. Statements to Certificateholders.** With or prior to each distribution, FNMA shall forward, with respect to the Certificate(s) representing a Fractional Undivided Interest(s) in a Pool, to the Certificateholder holding the same, a statement setting forth:

(i) the amount due, if any, on such Certificate(s) on the related Distribution Date on account of total scheduled and unscheduled principal (including any Deferred Interest);

(ii) the amount due on such Certificate(s) on the related Distribution Date on account of Distribution Interest;

(iii) the total of the cash distribution on such Certificate(s) on the related Distribution Date;

(iv) the Certificate Principal Balance(s) of such Certificate(s) on the related Distribution Date after giving effect to any distribution of principal made on such date and to any Deferred Interest added to the principal balances of the underlying Mortgage Loans during the preceding Due Period;

(v) the total amount of any Deferred Interest which was added to the principal balances of the underlying Mortgage Loans during the preceding Due Period;

(vi) the amount, if any, of (i) above which is allocable to Deferred Interest;

(vii) the amount, if any, of (iv) above which is allocable to Deferred Interest; and

(viii) the Accrual Rate applicable to such Distribution Date (or, in the event the underlying Mortgage Loans have different Accrual Rates, the approximate weighted average Accrual Rate).

Within a reasonable period of time after the end of each calendar year, FNMA shall furnish to each Person who at any time during the calendar year was a Certificateholder a statement containing the information set forth in subclauses (i), (ii), (v) and (vi) above, aggregated for such calendar year or applicable portion thereof during which such Person was a Certificateholder. Such obligation of FNMA shall be deemed to have been satisfied to the extent that substantially comparable information shall be provided or made available by FNMA pursuant to any requirements imposed under the Internal Revenue Code of 1954, as amended, and interpretations thereof as from time to time in force.

## ARTICLE VII

### The Certificates

*Section 7.01. The Certificates.* The Certificates shall be executed as provided in Section 2.02. The Certificates shall be issued in denominations initially evidencing a Certificate Principal Balance which is not less than \$25,000. No Certificate shall be entitled to any benefit under this Trust Indenture or the related Issue Supplement, or be valid for any purpose, unless there appears on such Certificate a certificate of authentication, substantially in the form provided for herein, executed by the Certificate Registrar by manual signature, and such certificate upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly authenticated and delivered hereunder. All Certificates shall be dated the date of their authentication.

*Section 7.02. Registration of Transfer and Exchange of Certificates.* FNMA shall cause to be kept at the office or agency to be maintained by it in accordance with the provisions of Section 7.07 a Certificate Register in

which, subject to such reasonable regulations as it may prescribe, FNMA shall provide for the registration of Certificates and of transfers and exchanges of Certificates as herein provided. FNMA hereby initially appoints Chemical Bank at its Corporate Trust Office as Certificate Registrar for the purpose of registering Certificates and transfers and exchanges of Certificates as herein provided.

Upon surrender for registration of transfer of any Certificate at any office or agency of FNMA maintained for such purpose pursuant to Section 7.07, FNMA shall execute, and the Certificate Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Certificates evidencing a like aggregate Fractional Undivided Interest in the identical Pool.

At the option of the Certificateholders, Certificates may be exchanged for other Certificates of authorized denominations of a like aggregate Fractional Undivided Interest in the identical Pool, upon surrender of the Certificates to be exchanged at any such office or agency. Whenever any Certificates are so surrendered for exchange FNMA shall execute, and the Certificate Registrar shall authenticate and deliver, the Certificates which the Certificateholder making the exchange is entitled to receive. Every Certificate presented or surrendered for registration of transfer or exchange shall (if so required by FNMA or the Trustee) be duly endorsed by, or be accompanied by a written instrument of transfer in form satisfactory to FNMA and the Certificate Registrar duly executed by, the Holder thereof or his attorney duly authorized in writing.

A service charge in an amount determined by FNMA (such amount being based on a service charge schedule on file in the Corporate Trust Office and in the office of the Corporate Secretary of FNMA) shall be made for any registration of transfer or exchange of Certificates and FNMA may require payment of a sum sufficient to cover any tax or governmental charge that may be imposed in connection with any registration of transfer or exchange of Certificates.

The foregoing provisions of this Section 7.02 and all other provisions of this Trust Indenture are qualified to the extent required to permit and contemplate the adoption by FNMA of a "book-entry" system for the registration of Holders of Certificates, FNMA reserving the right, to the extent such a system is adopted, to cause the Certificate Registrar to cancel

all Certificates presented for registration of transfer or exchange and, in lieu of the issuance and authentication of a new Certificate of Certificates, to duly record the ownership thereof in the "book-entry" system so adopted.

**Section 7.03. Mutilated, Destroyed, Lost or Stolen Certificates.** If (i) any mutilated Certificate is surrendered to FNMA or the Certificate Registrar, or (ii) FNMA receives evidence to its satisfaction of the destruction, loss or theft of any Certificate, and there is delivered to FNMA such security or indemnity as may be required by it to save it harmless, then, in the absence of notice to FNMA that such Certificate has been acquired by a bona fide purchaser, FNMA shall execute and the Certificate Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Certificate, a new Certificate of like tenor and Fractional Undivided Interest in the identical Pool. Upon the issuance of any new Certificate under this Section, FNMA may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Certificate Registrar) connected therewith. Any duplicate Certificate issued pursuant to this Section shall constitute complete and indefeasible evidence of ownership in the related Trust Fund, as if originally issued, whether or not the lost, stolen or destroyed Certificate shall be found at any time.

**Section 7.04. Persons Deemed Owners.** Prior to due presentation of a Certificate for registration of transfer, FNMA, the Trustee, the Certificate Registrar and any agent of FNMA or the Trustee may treat the Person in whose name any Certificate is registered as the owner of such Certificate for the purpose of receiving distributions pursuant to Section 6.01 and for all other purposes whatsoever, and neither FNMA nor the Trustee, the Certificate Registrar or any agent of FNMA or the Trustee shall be affected by notice to the contrary.

**Section 7.05. Appointment of Paying Agent.** FNMA may appoint a Paying Agent for the purpose of making distributions to Certificateholders pursuant to Section 6.01. In the event of any such appointment, no later than each Distribution Date FNMA shall deposit with the Paying Agent a sum sufficient to make the payments to Certificateholders in the amounts and in the manner provided for in Section 6.01, such sum to be held in trust for the benefit of Certificateholders.



**Section 7.06. FNMA as Certificateholder.** FNMA shall have the right to purchase and hold for its own account any Certificate issued pursuant to the terms of this Trust Indenture and any Issue Supplement, notwithstanding the rights and duties conferred and imposed upon FNMA by this Trust Indenture and any such applicable Issue Supplement.

**Section 7.07. Maintenance of Office or Agency.** FNMA shall maintain at its expense an office or agency where Certificates may be surrendered for registration of transfer or exchange and where notices and demands to or upon FNMA in respect of the Certificates and this Trust Indenture or any Issue Supplement may be served. FNMA initially appoints Chemical Bank at its Corporate Trust Office as its office for said purposes. FNMA will give prompt written notice to Certificateholders of any change in the location of any such office or agency.

## ARTICLE VIII

### Limitation of Liability

**Section 8.01. General Limitation.** FNMA shall be liable under the terms of the Certificates, this Trust Indenture and any related Issue Supplement only to the extent of faithful performance of the duties and responsibilities imposed by the terms of the Certificates, this Trust Indenture and any such related Issue Supplement.

**Section 8.02. Measure of Liability.** Neither FNMA nor any of the directors, officers, employees or agents of FNMA shall be under any liability for any action taken or for refraining from the taking of any action in good faith pursuant to the terms of this Trust Indenture and any related Issue Supplement, or for errors in judgment; provided, however, that this provision shall not protect FNMA or any such person against any liability for action or inaction by reason of willful misfeasance, bad faith or gross negligence, or by reason of willful disregard of obligations and duties.

FNMA shall have no obligation to appear in, prosecute or defend any legal action which is not incidental to its duties under this Trust Indenture and any related Issue Supplement and which in its opinion may involve it in expense or liability; provided, however, that FNMA in its discretion may undertake any such legal action which it may deem necessary or desirable in the interests of Certificateholders.

In the event that FNMA in its discretion so determines to undertake any such legal action, FNMA for its own account shall pay and defray the expense of any such action, including attorneys' fees. Such expense, and any liability to FNMA resulting from any such legal action, shall not be reimbursable to FNMA out of Pool Proceeds.

## ARTICLE IX

### FNMA

*Section 9.01. Resignation.* FNMA shall not resign from the duties imposed upon FNMA in its corporate capacity or in its capacity as Trustee by the terms of this Trust Indenture and any Issue Supplement except upon determination that the performance of such duties is not permissible under applicable law. Any such determination shall be based upon and consistent with an Opinion of Counsel. In the event that the basis of any such Opinion of Counsel shall relate to the dual nature of FNMA's activities hereunder and the conclusion of such Opinion of Counsel may be changed by FNMA's resigning in its corporate capacity or resigning in its capacity as Trustee, FNMA shall resign in its capacity as Trustee and shall continue to act hereunder in its corporate capacity. No resignation shall become effective until a successor shall have been appointed and shall have assumed all duties imposed by the terms of this Trust Indenture and any Issue Supplement; provided, however, that no successor to FNMA in its corporate capacity hereunder shall be obligated to supplement Pool Proceeds from its own funds or to incur servicing expenses which are reimbursable under usual servicing arrangements, unless reimbursement therefor is agreed to be made by FNMA or (if FNMA shall fail to provide any such reimbursement) such reimbursement can be made out of excess Pool Proceeds. FNMA, notwithstanding any such resignation, shall continue to be obligated to supplement Pool Proceeds to the extent necessary to make distributions in the amounts required by the form of Certificate hereinafter set forth and shall be obligated to reimburse any successor servicer for certain servicing expenses as above provided. In the event that FNMA shall be unable to fulfill its continuing obligations hereunder, this Trust Indenture may be modified to provide for monthly distributions on the basis of Pool Proceeds only in a manner similar to practices and procedures followed in the servicing of whole loans for institutional investors.

In the event of any such resignation, FNMA promptly shall furnish written notice thereof to all Certificateholders, together with an explanation of the reason or reasons therefor, and at its own cost and expense shall proceed promptly to petition a court of competent jurisdiction for the appointment of a successor to assume the duties imposed by this Trust Indenture and any Issue Supplement in respect of the capacity or capacities as to which FNMA shall have resigned. FNMA shall take all such action and execute and deliver all such instruments as may be necessary and appropriate to prosecute such petition and to comply with all final orders and decrees of the court.

*Section 9.02. Merger or Consolidation.* Any corporation or other entity into which FNMA is merged or consolidated, or any corporation or other entity resulting from any merger, conversion or consolidation to which FNMA shall be a party, or any corporation or other entity succeeding to the business of FNMA, shall succeed to and assume all duties imposed upon FNMA in its corporate capacity and in its capacity as Trustee by the terms of this Trust Indenture and all Issue Supplements, without the filing of any instrument or the performance of any further act by FNMA or any Certificateholder. FNMA promptly shall furnish written notice of such succession to all Certificateholders.

*Section 9.03. Succession Upon Default.* With respect to any Pool, each of the following events shall constitute an Event of Default by FNMA:

(i) any failure by FNMA to distribute to Certificateholders any payment required to be made under the terms of the Certificates and this Trust Indenture and the related Issue Supplement which continues unremedied for a period of fifteen days after the date upon which written notice of such failure, requiring the same to be remedied, shall have been given to FNMA by the Holders of Certificates evidencing Fractional Undivided Interests aggregating not less than 5% of the related Trust Fund; or

(ii) failure on the part of FNMA duly to observe or perform in any material respect any other of the covenants or agreements on the part of FNMA in the Certificates or in this Trust Indenture and the related Issue Supplement which continues unremedied for a period of 60 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to FNMA by the

**Holders of Certificates evidencing Fractional Undivided Interests aggregating not less than 25% of the related Trust Fund; or**

**(iii) a decree or order of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a conservator, receiver or liquidator in any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding-up or liquidation of its affairs, shall have been entered against FNMA and such decree or order shall have remained in force undischarged or unstayed for a period of 60 days; or**

**(iv) FNMA shall consent to the appointment of a conservator, receiver or liquidator in any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings relating to FNMA or to all or substantially all of its property; or**

**(v) FNMA shall admit in writing its inability to pay its debts generally as they become due, file a petition to invoke any applicable insolvency or reorganization statute, make an assignment for the benefit of its creditors, or voluntarily suspend payment of its obligations.**

**With respect to any Pool, upon the occurrence of an Event of Default, and so long as such Event of Default shall not have been remedied, the Holders of Certificates evidencing Fractional Undivided Interests aggregating not less than 25% of the related Trust Fund may (a) terminate all obligations and duties imposed upon FNMA in its corporate capacity (other than its continuing obligations as set forth in the first paragraph of Section 9.01) and in its capacity as Trustee under this Trust Indenture and the related Issue Supplement, and (b) name and appoint a successor or successors (in case such Certificateholders shall appoint a separate Person to act as Trustee) to succeed to and assume all of such obligations and duties. Such actions shall be effected by notice in writing to FNMA and shall become effective upon receipt of such notice by FNMA and the acceptance of such appointment by such successor or successors.**

**On and after the receipt by FNMA of such written notice and the acceptance by the successor or successors to FNMA, all obligations (other than its continuing obligations as set forth in the first paragraph of Section 9.01) and duties imposed upon FNMA in its corporate capacity and in its capacity as Trustee under this Trust Indenture and the related Issue**

Supplement shall pass to and vest in the successor or successors named in the notice, and such successor or successors shall be authorized, and hereby are authorized, to take all such action and execute and deliver all such instruments and documents on behalf of FNMA, as attorney in fact or otherwise, as may be necessary and appropriate to effect the purposes of such written notice, including, without limitation, the transfer of legal title in and to the Mortgage Loans, or the transfer of legal title to the Participation Certificate(s), comprising the related Pool and all proceeds and avails thereof then held by FNMA.

## ARTICLE X

### Termination

*Section 10.01. Termination Upon Repurchase by FNMA or Liquidation of All Mortgage Loans.* The respective obligations and responsibilities of FNMA in its corporate capacity and in its capacity as Trustee created hereby (other than the obligation of FNMA to make payments to Certificateholders as set forth above) and by the related Issue Supplement shall terminate upon (i) the repurchase by FNMA of all Mortgage Loans and all Mortgaged Property acquired in respect of any Mortgage Loan remaining in the related Trust Fund at a price equal to 100% of the Stated Principal Balance of each Mortgage Loan and 100% of the Stated Principal Balance of each Mortgage Loan respecting which any such Mortgaged Property was acquired (the Stated Principal Balance, in each case, being the Stated Principal Balance at the Distribution Date next preceding the Distribution Date on which proceeds of repurchase are distributed) plus one month's interest on the Stated Principal Balance of each such Mortgage Loan at the applicable Accrual Rate, or (ii) the later of the final payment or other liquidation (or any FNMA supplemental payment with respect thereto) of the last Mortgage Loan remaining in the related Trust Fund and the disposition of all property acquired upon foreclosure or deed in lieu of foreclosure in respect of any Mortgage Loan; provided, however, that in no event shall the trust created hereby continue beyond the expiration of 21 years from the death of the last survivor of the descendants of Joseph P. Kennedy, the late ambassador of the United States to the Court of St. James, living on the date hereof.

The right of FNMA to repurchase all Mortgage Loans pursuant to (i) above shall be conditioned upon the Pool Principal Balance at the time of repurchase being less than 10% of the initial Pool Principal Balance.

Notice of any termination shall be given promptly by FNMA to Certificateholders by letter mailed not earlier than the fifteenth and not later than the twenty-fifth day of the month preceding the month of the final distribution, unless notice cannot be given within this time frame because of unscheduled principal prepayments in which case notice shall be given as promptly as practicable after FNMA determines that such final payment is required to be made (such notice to be given in such manner as shall reasonably assure its prompt receipt) and in no event later than the fifth Business Day of the month of the final distribution. The letter of notice shall specify (i) the Distribution Date upon which final payment of the Certificates will be made upon presentation and surrender of the Certificates at the office of FNMA therein designated, (ii) the amount of any such final payment (which final payment shall, in the case of a repurchase pursuant to (i) above, be in the amount of the repurchase price calculated pursuant thereto and shall not include any proceeds of Mortgage Loans otherwise distributable on such Distribution Date), and (iii) that the Record Date otherwise applicable to such Distribution Date is not applicable, payments being made only upon presentation and surrender of the Certificates at the office of FNMA therein specified.

In the event that any Certificateholder shall not have surrendered its Certificates for cancellation within six months after the time specified in the above-mentioned written notice, FNMA shall give a second written notice to such remaining Certificateholder to surrender its Certificates for cancellation and receive the final distribution with respect thereto. If, within one year after the second notice, any Certificate shall remain outstanding, FNMA may take appropriate steps, or may appoint an agent to take appropriate steps, to contact the Holder of such Certificate concerning its surrender, and the cost thereof shall be paid out of the funds and other assets which remain subject hereto.

## ARTICLE XI

## Supplemental Indentures

*Section 11.01. Permissible Without Action by Certificateholders.* FNMA, from time to time and at any time, may, without the consent of or notice (other than in the case of any instrument supplemental thereto pursuant to clause (ii) below) to any Certificateholder, enter into an indenture or other instrument supplemental hereto and which thereafter shall form a part hereof, for any one or more of the following purposes:

(i) to add to the covenants of FNMA, whether applicable to one or more issues of Certificates;

(ii) to evidence the succession pursuant to Article IX of another Person or Persons to FNMA and the assumption by such successor or successors of the obligations of FNMA hereunder in its corporate capacity or in its capacity as Trustee or in both such capacities;

(iii) to eliminate any right reserved to or conferred upon FNMA in its corporate capacity;

(iv) to take such action to cure any ambiguity or correct or supplement any provision in this Trust Indenture or in any Issue Supplement as FNMA may deem necessary or desirable, provided such action shall not adversely affect the interests of any Holder of any Certificate which is outstanding immediately prior to the execution of such instrument supplemental thereto; or

(v) to modify this Trust Indenture under the circumstances and for the purposes set forth in the final sentence of the first paragraph of Section 9.01.

*Section 11.02. Waivers and Supplemental Indentures with Consent of Holders.* With the consent of the Holders of Certificates evidencing Fractional Undivided Interests aggregating not less than 66% of the related Trust Fund (i) compliance by FNMA with any of the terms of this Trust Indenture or the related Issue Supplement may be waived or (ii) FNMA, in its corporate capacity and in its capacity as Trustee, may enter into any Supplemental Indenture for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Trust

Indenture or the related Issue Supplement or of modifying in any manner the rights of the Holders of the Certificates issued under this Trust Indenture and the related Issue Supplement; provided that no such waiver or Supplemental Indenture shall:

(a) without the consent of all Certificateholders affected thereby reduce in any manner the amount of, or delay the timing of, payments received on Mortgage Loans which are required to be distributed on any Certificate; or

(b) without the consent of all Certificateholders (i) terminate or modify the obligations of FNMA to supplement Pool Proceeds to the extent necessary to make distributions in the amounts required by the form of Certificate hereinafter set forth or (ii) reduce the aforesaid percentages of Certificates, the Holders of which are required to consent to any waiver or any Supplemental Indenture.

It shall not be necessary for Certificateholders to approve the particular form of any proposed Supplemental Indenture, but it shall be sufficient if such Certificateholders shall approve the substance thereof.

Promptly after the execution of any Supplemental Indenture pursuant to this Section, FNMA shall give written notice thereof to Certificateholders. Any failure of FNMA to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplemental Indenture.

## ARTICLE XII

### Miscellaneous

*Section 12.01. Certificateholders.* The death or incapacity of any Certificateholder shall not operate to terminate this Trust Indenture or any Issue Supplement, nor entitle such Certificateholder's legal representative or heirs to claim an accounting or to take any action or proceeding in any court for a partition or winding up of the affairs of the related Pool, nor otherwise affect the rights, duties and obligations of any of the parties to this Trust Indenture or any such Issue Supplement.

No Certificateholder shall have any right to control or to participate in the control and administration of any Pool or the related Trust Fund, nor



shall any of the terms of this Trust Indenture or any such Issue Supplement be construed to constitute the Certificateholders and FNMA as partners or members of an association, nor shall any Certificateholder have any duty or liability to any third person by reason of any action taken by the parties to this Trust Indenture or any such Issue Supplement pursuant to the provisions hereof and thereof.

No Certificateholder shall have any right by virtue of any provision of this Trust Indenture or any Issue Supplement to institute any suit, action or proceeding in equity or at law upon or under or with respect to this Trust Indenture or any Issue Supplement unless an Event of Default shall have occurred and be continuing in respect of the related Trust Indenture and Issue Supplement. It is understood and intended, and is expressly covenanted by each Certificateholder with every other Certificateholder and the Trustee, that no one or more Holders of Certificates shall have any right in any manner whatever by virtue of any provision of this Trust Indenture or any Issue Supplement to affect, disturb or prejudice the rights of the Holders of any other of such Certificates, or to obtain or seek to obtain priority over or preference to any other such Holder, or to enforce any right under this Trust Indenture or any Issue Supplement, except in the manner herein provided and for the equal, ratable and common benefit of all Certificateholders. For the protection and enforcement of the provisions of this Section, each and every Certificateholder and the Trustee shall be entitled to such relief as can be given either at law or in equity.

*Section 12.02. Access to List of Certificateholders.* With respect to each Pool, in the event that Holders of Certificates evidencing Fractional Undivided Interests aggregating not less than 5% of the related Trust Fund shall notify FNMA in writing that they desire to communicate with other Certificateholders, accompanied by a copy of the proposed communication, then, within five business days after receipt of such notification, FNMA shall afford access to such Certificateholders during normal business hours of the most recent list of Holders of Certificates evidencing Fractional Undivided Interests in such Pool; provided, however, that FNMA shall not be held accountable by reason of the disclosure of such information, regardless of the source from which such information was derived.

*Section 12.03. Governing Law.* The terms of this Trust Indenture and any Issue Supplement shall be construed in accordance with the laws of the District of Columbia.

**Section 12.04. Demands, Notices, Communications.** All formal demands, notices and communications by and between FNMA and the Holder of any Certificate shall be in writing and delivered in person or by first class mail, postage prepaid (a) if to FNMA, to the Corporate Secretary of FNMA, 3900 Wisconsin Avenue, N.W., Washington, D.C. 20016, or to such other address as shall be set forth in a notification to Certificateholders, or (b) if to the Holder of a Certificate, to such Holder at the address shown in the Certificate Register. Any notice so mailed within the time prescribed in this Trust Indenture or any Issue Supplement shall be conclusively presumed to have been duly given whether or not the Certificateholder receives such notice.

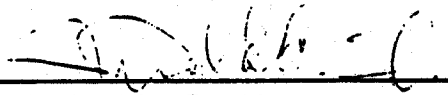
**Section 12.05. Recordation.** FNMA shall have the right, in its discretion and at its own cost and expense, to effect the recording of this Trust Indenture, any Supplemental Indenture and any Issue Supplement, in all appropriate public offices for real property records in any county or comparable jurisdiction in which any Mortgaged Property is situated, and in any other appropriate public recording office or elsewhere. For the purpose of facilitating any recording or for other purposes, FNMA in its discretion may execute this Trust Indenture, any Supplemental Indenture and any Issue Supplement, in any number of counterparts, and each such counterpart shall be deemed to be an original and all such counterparts shall constitute but one and the same instrument. The cost and expense of effecting any such recording shall be borne by FNMA.

**Section 12.06. Severability of Provisions.** If any one or more of the covenants, agreements, provisions or terms of this Trust Indenture or any Issue Supplement shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Trust Indenture or any Issue Supplement and shall in no way affect the validity or enforceability of the other provisions of this Trust Indenture or any Issue Supplement or of the Certificates or the rights of the Holders thereof.

IN WITNESS WHEREOF, the parties hereto hereby execute this Trust Indenture, as of the day and year first above written.

FEDERAL NATIONAL  
MORTGAGE ASSOCIATION,  
in its corporate capacity, and as  
Trustee

[SEAL]

By   
Senior Vice President—  
Mortgage-Backed Securities

Attest:   
Assistant Secretary

(Form of Certificate)

EXHIBIT A

Pursuant to Trust Indenture dated July 1, 1984

FNMA

**GUARANTEED MORTGAGE PASS-THROUGH CERTIFICATE**

evidencing an undivided beneficial interest in a

**Pool of Adjustable Rate Residential  
Mortgage Loans**

Issued By

**FEDERAL NATIONAL MORTGAGE ASSOCIATION**

Issue Date _____	As of Issue Date:
Pool No. _____	Aggregate Amount of Pool _____
Certificate No. _____	Certificate Principal Balance _____
	Latest Original Loan
	Maturity Date _____

Registered Holder \_\_\_\_\_

FEDERAL NATIONAL MORTGAGE ASSOCIATION, a body corporate organized and existing under the laws of the United States ("FNMA", which term includes any successor), for value received, hereby certifies that the Registered Holder identified above (the "Registered Holder" or "Holder") is the registered owner of a Fractional Undivided Interest (equal to the initial Certificate Principal Balance on the Issue Date set forth on the face hereof divided by the initial Aggregate Amount of Pool on the Issue Date set forth on the face hereof) in a pool (the "Pool") of adjustable rate residential mortgage loans (the "Mortgage Loans") described in the Mortgage Loan Schedule attached to the Issue Supplement (the "Issue Supplement") to the Trust Indenture referred to above (the "Trust Indenture") executed by FNMA acting in its corporate capacity and in its capacity as Trustee. Such Issue Supplement identifies and establishes the Pool pursuant to the terms and provisions of the Trust Indenture. This Mortgage Pass-Through Certificate is issued under and is subject to the terms, provisions and conditions of the Trust Indenture and Issue Supple-

ment, to which Trust Indenture and Issue Supplement the Holder of this Mortgage Pass-Through Certificate by virtue of the acceptance hereof assents and by which such Holder is bound.

This Mortgage Pass-Through Certificate is one of an issue of Mortgage Pass-Through Certificates evidenced by certificates (the "Certificates"), each of which represents a Fractional Undivided Interest in (i) the Mortgage Loans; (ii) such Pool Proceeds as from time to time may be considered to be held by FNMA for Certificateholders pursuant to the Trust Indenture; (iii) Mortgaged Property which has been acquired by foreclosure or deed in lieu of foreclosure and which has not been withdrawn from the Trust Fund; and (iv) the interest of Certificateholders in the obligation of FNMA to supplement Pool Proceeds to the extent necessary to make distributions in the amounts required by the following paragraph (the Mortgage Loans, such Pool Proceeds, such Mortgaged Property and such obligation of FNMA being hereinafter collectively called the "Trust Fund").

Subject to the terms and conditions of the Trust Indenture and Issue Supplement, FNMA promises to distribute on the 25th day of each month commencing with the 25th day of the month following the month of the Issue Date or, if any such 25th day is not a Business Day, the succeeding Business Day (the "Distribution Date"), to the Registered Holder of this Certificate on the last day of the month preceding the related Distribution Date, an amount equal to the product of the Fractional Undivided Interest evidenced by this Certificate and the total of (i) Aggregate Scheduled Principal, (ii) as to each Mortgage Loan, Distribution Interest for the preceding Due Period, (iii) the Stated Principal Balance of all Mortgage Loans which became or were deemed by FNMA to be Fully Prepaid Mortgage Loans in the second month prior to the month of distribution, and (iv) the amount of all Curtailments received or deemed to have been received in the second month prior to the month of distribution. FNMA may, at its election, include with any such distribution amounts referred to in subclauses (iii) and (iv) above which were received or deemed to have been received in the month prior to the month of distribution, any such election by FNMA respecting any Mortgage Loan or Mortgage Loans serving to discharge FNMA's obligation set forth in such subclauses (iii) and (iv) to make a comparable distribution in respect thereof on the following Distribution Date.

Distributions on this Certificate shall be made by FNMA or its paying agent by check mailed to the address of the Certificateholder of record, as specified in the Trust Indenture. Notwithstanding the above, the final distribution on this Certificate shall be made after due notice by FNMA of the pendency of such distribution and only upon presentation and surrender of this Certificate at the office or agency maintained for that purpose by FNMA.

Reference is hereby made to the further provisions of this Certificate set forth on the reverse of this Certificate, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by or on behalf of the Certificate Registrar, by manual signature, this Certificate shall not be entitled to any benefit under the Trust Indenture and Issue Supplement, or be valid for any purpose.

IN WITNESS WHEREOF, FNMA has caused this Certificate to be duly executed under its official seal.

FEDERAL NATIONAL  
MORTGAGE ASSOCIATION

By \_\_\_\_\_  
*Chairman of the Board*

Dated:  
(SEAL)  
Attest:

\_\_\_\_\_  
Secretary

(FORM OF CERTIFICATE OF AUTHENTICATION)

This is one of the Certificates referred to  
in the within-mentioned Trust Indenture  
and Issue Supplement.

CHEMICAL BANK, Certificate Registrar

[ \_\_\_\_\_ ]

By \_\_\_\_\_  
Authorized Officer

The Trust Indenture permits, with certain exceptions therein provided, the amendment thereof and the modification of the rights and obligations of FNMA and the rights of the Certificateholders under the Trust Indenture and the Issue Supplement at any time by FNMA with the consent of the Holders of Certificates evidencing Fractional Undivided Interests aggregating not less than 66% of the Trust Fund. Any such consent by the Holder of this Certificate shall be conclusive and binding on such Holder and upon all future Holders of this Certificate and of any Certificate issued in exchange herefor or in lieu hereof whether or not notation of such consent is made upon this Certificate. The Trust Indenture also permits the amendment thereof or the amendment of the Issue Supplement, in certain limited circumstances, without the consent of the Holders of any of the Certificates.

The Certificates are issuable only as registered Certificates without coupons. As provided in the Trust Indenture and subject to certain limitations therein set forth, the transfer of this Certificate is registrable in the Certificate Register of FNMA upon surrender of this Certificate for registration of transfer at the office or agency maintained by FNMA for such purpose, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to FNMA and the Certificate Registrar duly executed by, the Holder or such Holder's attorney duly authorized in writing, and thereupon (unless FNMA has established a book-entry method for the transfer of the Holder's Fractional Undivided Interest) one or more new Certificates of authorized denominations and for the same aggregate Fractional Undivided Interest will be issued to the designated transferee or transferees.

As provided in the Trust Indenture and subject to certain limitations therein set forth, Certificates are exchangeable for new Certificates (unless FNMA has established a book-entry method for the transfer of the Holder's Fractional Undivided Interest) evidencing a like aggregate Fractional Undivided Interest, as requested by the Holder surrendering the same. A service charge in an amount determined by FNMA shall be imposed for any registration of transfer or exchange of this Certificate and FNMA may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith.

FNMA and any agent of FNMA may treat the Person in whose name this Certificate is registered as the owner hereof for all purposes, and neither FNMA nor any such agent shall be affected by notice to the contrary.

The obligations created by the Trust Indenture and the Issue Supplement and the Trust Fund created thereby shall terminate upon (i) the later of the maturity and other liquidation of the last Mortgage Loan subject thereto and the disposition of all property acquired upon foreclosure of any Mortgage Loan, and (ii) the payment to Certificateholders of all amounts held by FNMA and required to be paid to them pursuant to the Trust Indenture and the Issue Supplement. The Trust Indenture permits, but does not require, FNMA to repurchase from the Trust Fund each Mortgage Loan at the time subject thereto and all property acquired in respect of any Mortgage Loan at a price equal to 100% of the Stated Principal Balance of each such Mortgage Loan together with one month's accrued interest thereon at the applicable Accrual Rate. The exercise of such right will effect early retirement of the Certificates. FNMA's right to repurchase is subject to the Pool Principal Balance of the Mortgage Loans at the time of repurchase being less than 10% of the initial Aggregate Amount of Pool on the Issue Date set forth on the face of this Certificate.



## EXHIBIT B

**FEDERAL NATIONAL MORTGAGE ASSOCIATION  
(Adjustable Rate Residential Mortgage Loans)**

**ISSUE SUPPLEMENT  
TO  
TRUST INDENTURE  
Dated July 1, 1984**

Pool Number	Pool Principal Balance on the Issue Date
_____	\$ _____
Spread *	Issue Date
_____ %	_____ 19____

**THIS ISSUE SUPPLEMENT** accompanies and supplements that certain Trust Indenture identified above, published by the Federal National Mortgage Association ("FNMA") and filed in the office of its Corporate Secretary at its principal office, 3900 Wisconsin Avenue, N.W., Washington, D.C. 20016. Certain words and phrases appearing herein, characterized by initial capital letters, are defined in such Trust Indenture and shall have the meanings so defined.

The collective terms of said Trust Indenture and this Issue Supplement govern the composition of the Pool identified by the Pool Number appearing above, the servicing of the Mortgage Loans comprising such Pool, the issuance and administration of Certificates related to such Pool, and all matters related thereto, and have no applicability to any other Pool.

FNMA, acting in its corporate capacity, does hereby transfer, assign, set over and otherwise convey to FNMA, acting in its capacity as Trustee for the Holders of Certificates evidencing beneficial interests in the Trust Fund established hereby, all of FNMA's right, title and interest in and to the Mortgage Loans identified in the attached Mortgage Loan Schedule, including all payments of principal and interest thereon received after the opening of business on the Issue Date (other than payments permitted to be retained by FNMA by the terms of the Trust Indenture).

\* Complete only if Spread is uniform for all Mortgage Loans in the Pool. If the Spread will vary among the Mortgage Loans, the Spread for each Mortgage Loan should be specified in the attached Mortgage Loan Schedule.

FNMA, acting in its capacity as Trustee for the Holders of Certificates evidencing beneficial interests in the Trust Fund established hereby, acknowledges the transfer and assignment to it of the Mortgage Loans [or a Participation Certificate evidencing beneficial interests in the Mortgage Loans] and hereby declares that it will hold the same in trust for such Certificateholders on the terms in the Trust Indenture and in this Issue Supplement contained.

[Special provisions, if any, relating to the Trust Fund established by the Issue Supplement.]

IN WITNESS WHEREOF, the parties hereto hereby execute this Issue Supplement, as of the day and year first above written.

FEDERAL NATIONAL  
MORTGAGE ASSOCIATION,  
in its corporate capacity, and as  
Trustee

By: \_\_\_\_\_

(Seal)

Attest: \_\_\_\_\_

Secretary

EXHIBIT C

CUSTODIAL AGREEMENT

Dated \_\_\_\_\_, 19\_\_\_\_

To: Federal National Mortgage Association ("FNMA"),  
and  
Re: Pool Purchase Contract No. \_\_\_\_\_  
Dated \_\_\_\_\_, 19\_\_\_\_  
( Copy Attached )

\_\_\_\_\_  
\_\_\_\_\_  
("Lender")

THIS AGREEMENT, made as of the date appearing above by \_\_\_\_\_

\_\_\_\_\_ a financial institution subject to supervision and regulation by the Comptroller of the Currency of the United States, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation ( hereinafter called "Custodian" ):

WITNESSETH:

Custodian understands that FNMA and Lender, identified above, are parties to the Pool Purchase Contract identified above which provides for the purchase by FNMA and the sale and servicing by the Lender of certain mortgage loans ( hereinafter called "Mortgages" ).

*On or before the Issue Date*, Lender shall deliver to Custodian duly completed and executed copies of a Schedule of Mortgages ( FNMA Form 2005 ), in triplicate originals, listing and describing all Mortgages purchased and sold pursuant to such Pool Purchase Contract.

Custodian further understands that on or before the Issue Date, Lender shall deliver to Custodian the following instruments with respect to each Mortgage listed on the Schedule of Mortgages:

- The original note evidencing the indebtedness, bearing endorsement in blank, without recourse, or the original bond evidencing the indebtedness, accompanied by a duly completed and executed assignment thereof in blank, without recourse;
- Duly completed and executed assignment to FNMA of the mortgage, deed of trust, or other security instrument in form suitable for recording but not recorded with respect to each Mortgage or a duly completed and executed power of attorney to FNMA to assign the Mortgages;
- The original mortgage insurance certificate with respect to each FHA Mortgage as indicated by the listing of such Mortgage in the Schedule of Mortgages; and
- Duly completed and executed form of Security Release Certification (FNMA Form 2004) evidencing Lender's certification that no adverse security interest in and to such Mortgage is outstanding and that Lender shall convey no such interest.

**NOW, THEREFORE:**

In consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, Custodian agrees as follows:

1. Custodian shall review and examine the instruments, set forth above, promptly upon receipt thereof, and in the event that Custodian shall receive the instruments pertaining to all Mortgages listed in the Schedule of Mortgages, without exception, and shall determine that all such instruments conform, *prima facie*, with the specifications thereof set forth above, without exception, then Custodian (a) shall complete and execute the form of Custodian Certification appearing on the reverse side of the last page of each original Schedule of Mortgages, and (b) shall return two (2) such Schedules of Mortgages to the Lender specified herein.

2. Custodian shall hold all instruments received by it for the exclusive use and benefit of FNMA and shall make disposition thereof in accordance with instructions furnished by FNMA in writing, and not

otherwise. Custodian shall segregate and maintain continuous custody of all such instruments and shall hold such instruments in secure and fireproof facilities in accordance with customary standards for such custody, and at any reasonable time shall make all such instruments available to representatives of FNMA for examination.

Unless instructed to the contrary by FNMA, Custodian shall release any of the instruments to Lender from time to time as required for the purpose of servicing the related Mortgages. Custodian shall release any of such instruments upon receipt from the Lender of a duly completed and executed form of Request for Release of Documents (FNMA Form 2009) in triplicate originals, and shall not be responsible for disposition of any such instruments by the Lender. Custodian shall execute its acknowledgment of receipt of such form in the space provided therefor, and shall return one original to the Lender, shall forward one original to FNMA at the address specified thereon, and shall retain one original with the Mortgage file.

By execution of this Agreement, Custodian warrants that it shall hold no adverse interest, by way of security or otherwise, in any Mortgage listed in the Schedule of Mortgages, and hereby waives and releases any such interest which it may have in any such Mortgage as of the date and time of transfer and delivery of certain Mortgage Pass-Through Certificates by FNMA or its agent which evidence payment for the Mortgage listed upon the Schedule of Mortgages referred to herein.

IN WITNESS WHEREOF, Custodian has caused this agreement to be executed and delivered as of the date above stated.

Attest: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

THIS FIRST SUPPLEMENTAL INDENTURE made, executed and published as of the first day of May 1985, at Washington, D.C., by the Federal National Mortgage Association, a body corporate organized and existing under the laws of the United States, in its corporate capacity (the Federal National Mortgage Association, acting in such corporate capacity, being herein called "FNMA") and in its capacity as trustee (the Federal National Mortgage Association, acting in such capacity as trustee, being herein called the "Trustee").

WITNESSETH

WHEREAS, FNMA has heretofore executed and delivered to the Trustee a certain Trust Indenture, dated as of July 1, 1984 (the "Trust Indenture"), establishing and creating a program for the issuance of Guaranteed Mortgage Pass-Through Certificates evidencing Fractional Undivided Interests in Pools containing adjustable rate residential Mortgage Loans; and

WHEREAS, Section 11.01 of the Trust Indenture provides that FNMA and the Trustee may enter into an indenture supplemental thereto without the consent of Certificateholders in order to supplement any provisions in the Trust Indenture as FNMA may deem necessary or desirable and as shall not adversely affect the interests of any Holder of any Certificate which is outstanding immediately prior to the execution of such indenture supplemental thereto; and

WHEREAS, FNMA deems it desirable to supplement the Trust Indenture to make the following modifications thereto; and

WHEREAS, FNMA has determined that the modifications proposed to be effected do not adversely affect the interests of any Holder of any Certificate which is outstanding immediately prior to the execution of this First Supplemental Indenture.

NOW, THEREFORE, FNMA and the Trustee do hereby declare and establish this First Supplemental Indenture to amend and modify the Trust Indenture as follows:

#### ARTICLE ONE

#### AMENDMENTS

Section 1.01. Amendments to Definitions. Article I is amended by inserting the following definitions:

**"Book-Entry Certificate:** A Guaranteed Mortgage Pass-Through Certificate representing a Fractional Undivided Interest in a Pool formed on or after May 1, 1985, which is issued in book-entry form and is maintained in the name of a record owner as an entry on the books of a Reserve Bank."

**"Definitive Certificate:** Any Certificate which is not a Book-Entry Certificate."

**"Reserve Bank:** Any Federal Reserve Bank, including its branches."

Article I is further amended by revising the definition of "Business Day" to read as follows:

**"Business Day:** Any day other than (i) a Saturday or a Sunday, or (ii) a day on which the Federal Reserve Bank of New York authorizes banking institutions in the Second Federal Reserve District to be closed."

Article I is further amended by revising the definition of "Certificate" to read as follows:

**"Certificate:** Any Definitive Certificate executed by FNMA and authenticated by the Certificate Registrar in substantially the form of Exhibit A annexed hereto or any Book-Entry Certificate."

Article I is further amended by revising the definition of "Certificateholder or Holder" to read as follows:

**"Certificateholder or Holder:** As to any Definitive Certificate, the person in whose name such Definitive Certificate is registered in the Certificate Register, except that, solely for the purposes of giving any consent pursuant to this Trust Indenture or any Issue Supplement, any Definitive Certificate registered in the name of FNMA, any Sub-Servicer of the related Pool or any affiliate of any such Sub-Servicer shall be deemed not to be outstanding and the Fractional Undivided Interest evidenced thereby shall not be taken into account in determining whether the requisite percentage of Fractional Undivided Interests necessary to effect any such consent has been obtained; provided, however, that any such Definitive Certificate or portion thereof shall not be so disregarded if (i) FNMA or any such Sub-Servicer or affiliate is not the beneficial owner of such Definitive Certificate or portion thereof and (ii) such Definitive Certificate, or the applicable portion thereof, is voted in accordance with written instructions provided to the Holder thereof by some or all of the Persons owning such beneficial interests (if less than all of such Persons shall furnish such written instructions then such portion of such Definitive Certificate as to which instructions shall not have been furnished shall be deemed not to be outstanding for purposes of such vote). As to any Book-Entry Certificate, the record owner on the appropriate Reserve Bank's books."

Article I is further amended by revising the definition of "Fractional Undivided Interest" to read as follows:

**"Fractional Undivided Interest:** The fractional undivided interest in the related Trust Fund that is evidenced by a Certificate, such fractional undivided interest being equal (i) in the case of a Definitive Certificate, to the initial Certificate Principal Balance set forth on the face of such Certificate, divided by the Pool Principal Balance on the Issue Date and (ii) in the case of a Book-Entry Certificate, to the fractional undivided interest in the underlying Pool entered in the name of the Holder in, or derived from, the records of the appropriate Reserve Bank."

Section 1.02. Amendment to Section 2.02. Section 2.02 is amended by replacing the term "Certificate" wherever it appears



therein with the term "Definitive Certificate".

Section 1.03. Amendment to Section 2.04. Section 2.04 is amended by replacing the term "Certificate" wherever it appears therein with the term "Definitive Certificate".

Section 1.04. Amendment to Section 6.01. Section 6.01 is amended to read as follows:

**"Section 6.01 Distributions:** On each Distribution Date FNMA or the Paying Agent shall distribute to each Certificateholder of record on the preceding Record Date (other than as provided in Section 10.01 respecting the final distribution), by mail to each Holder of a Definitive Certificate at the address of such Holder appearing in the Certificate Register and in Federal Funds to each Holder of a Book-Entry Certificate, such Certificateholder's pro rata share (based on the aggregate Fractional Undivided Interest represented by Certificates held by such Holder) of all amounts which represent payments of the nature required to be distributed on such Distribution Date pursuant to the third paragraph of the form of Definitive Certificate set forth as Exhibit A hereto; provided, however, that FNMA may, in calculating such amount to be distributed on any Distribution Date, make such adjustment in the distribution of unscheduled principal only as shall be necessary to correct prior errors."

Section 1.05. Amendment to Section 6.02. Section 6.02 is amended by inserting the phrase "in the case of a Definitive Certificate," after the phrase "the related Distribution Date; (iv)" in the first paragraph thereof.

Section 1.06. Amendments to Section 7.01. The second sentence of Section 7.01 is amended to read as follows:

"The Definitive Certificates shall be issued in denominations initially evidencing a Certificate Principal Balance which is not less than \$25,000, and in integral multiples of \$5,000 in excess of \$25,000, with the exception of one odd denomination that may be issued for each Pool."

The remaining sentences of Section 7.01 are amended by replacing the terms "Certificates" and "Certificate" wherever they appear therein with the terms "Definitive Certificates" and "Definitive Certificate", respectively.

Section 1.07. Amendment to Section 7.02. Section 7.02 is amended to read as follows:

"Section 7.02. Registration of Transfer and Exchange of Definitive Certificates. FNMA shall cause to be kept at the office or agency to be maintained by it in accordance with the provisions of Section 7.08 a Certificate Register in which, subject to such reasonable regulations as it may prescribe, FNMA shall provide for the registration of Definitive Certificates and of transfers and exchanges of Definitive Certificates as herein provided. FNMA hereby initially appoints Chemical Bank at its Corporate Trust Office as Certificate Registrar for the purpose of registering Definitive Certificates and transfers and exchanges of Definitive Certificates as herein provided.

Upon surrender for registration of transfer of any Definitive Certificate at any office or agency of FNMA maintained for such purpose pursuant to Section 7.08, FNMA shall execute, and the Certificate Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Definitive Certificates evidencing a like aggregate Fractional Undivided Interest in the identical Pool.

At the option of the Holders of Definitive Certificates, Definitive Certificates may be exchanged for other Definitive Certificates of authorized denominations of a like aggregate Fractional Undivided Interest in the identical Pool, upon surrender of the Definitive Certificates to be exchanged at any such office or agency. Whenever any Definitive Certificates are so surrendered for exchange FNMA shall execute, and the Certificate Registrar shall authenticate and deliver, the Definitive Certificates which the Certificateholder making the exchange is entitled to receive. Every Definitive Certificate presented or surrendered for registration of transfer or exchange shall (if so required by FNMA or the Trustee) be duly endorsed by, or be accompanied by a written instrument of transfer in form satisfactory to FNMA and the Certificate Registrar

duly executed by, the Holder thereof or his attorney duly authorized in writing.

A service charge in an amount determined by FNMA (such amount being based on a service charge schedule on file in the Corporate Trust Office and in the office of the Corporate Secretary of FNMA) shall be made for any registration of transfer or exchange of Definitive Certificates and FNMA may require payment of a sum sufficient to cover any tax or governmental charge that may be imposed in connection with any registration of transfer or exchange of Definitive Certificates."

Section 1.08. Amendment to Section 7.03. Section 7.03 is amended by amending the caption thereof to read "Mutilated, Destroyed, Lost or Stolen Definitive Certificates," and is further amended by replacing the term "Certificate" wherever it appears therein with the term "Definitive Certificate".

Section 1.09. Amendment to Section 7.04. Section 7.04 is amended by replacing the term "Certificate" wherever it appears therein with the term "Definitive Certificate".

Section 1.10. Amendment to Section 7.05. Section 7.05 is amended to read as follows:

"Section 7.05. Appointment of Paying Agent. FNMA may appoint a Paying Agent for the purpose of making distributions to Holders of Definitive Certificates pursuant to Section 6.01. In the event of any such appointment, no later than each Distribution Date FNMA shall deposit with the Paying Agent a sum sufficient to make the payments to such Holders in the amounts and in the manner provided for in Section 6.01, such sum to be held in trust for their benefit."

Section 1.11. Article VII is amended by inserting a new Section 7.06 to read as follows:

"Section 7.06. Book-Entry Certificates. Book-Entry Certificates may be transferred or pledged in accordance with and subject to regulations governing FNMA's use of the book-entry system (as the same shall be in

effect at the time of any such transfer or pledge), Federal Reserve Bank of New York Operating Circulars 21 and 21A, and procedures that are followed generally for book-entry securities."

Section 1.12. Redesignation of 7.06. Section 7.06 is redesignated as Section 7.07.

Section 1.13. Redesignation and Amendment of Section 7.07. Section 7.07 is redesignated as Section 7.08, and is amended by replacing the term "Certificates" wherever it appears therein with the term "Definitive Certificates", and by replacing the term "Certificateholders" with the term "Holders of Definitive Certificates".

Section 1.14. Amendment to Section 9.01. Section 9.01 is amended by replacing the term "Certificate" with the term "Definitive Certificate".

Section 1.15. Amendment to Section 10.01. Section 10.01 is amended by replacing the terms "Certificateholders" and "Certificateholder" wherever they appear therein with the term "Holders of Definitive Certificates", and by replacing the terms "Certificates" and "Certificate" wherever they appear therein with the terms "Definitive Certificates" and "Definitive Certificate", respectively.

Section 1.16. Article XII is amended by inserting a new Section 12.03 to read as follows:

"Section 12.03. Reserve Banks as Agent. For each Book-Entry Certificate, the appropriate Reserve Bank shall be considered to be acting as the agent of FNMA in providing to and conferring upon the owners of the Book-Entry Certificate, as such owners shall appear on the records of such Reserve Bank, the substantive rights and benefits which are provided for herein for Holders of Definitive Certificates. Accordingly,

the substantive effect of all provisions herein providing rights and benefits to Holders of Definitive Certificates, including, without limitation, provisions relating to distributions, voting and notices, shall apply to such record owners on the books of the Reserve Bank, through the appropriate Reserve Bank acting as agent for FNMA."

Section 1.17. Redesignation of Section 12.03. Section 12.03 is redesignated as Section 12.04.

Section 1.18. Redesignation and Amendment of Section 12.04. Section 12.04 is redesignated as Section 12.05, and is amended by replacing the term "Certificate" in clause (b) of the first sentence thereof with the term "Definitive Certificate". Section 12.04 is further amended by inserting the phrase "or (c) if the Holder of a Book-Entry Certificate, to the appropriate Reserve Bank at the address provided to FNMA by such Reserve Bank" after the words "the Certificate Registrar" at the end of the first sentence thereof.

Section 1.19. Amendment to EXHIBIT A. EXHIBIT A is amended by replacing the words "(Form of Certificate)" with the words "(Form of Definitive Certificate)" at the top of page A-1 thereof.

Section 1.20. Amendment to EXHIBIT B. The title of EXHIBIT B is amended by inserting the phrase "As Amended" below the date "July 1, 1984" in the caption on page B-1 thereof. EXHIBIT B is further amended by deleting the first sentence and replacing it with the following:

"THIS ISSUE SUPPLEMENT accompanies and supplements a certain Trust Indenture, dated as of July 1, 1984, as modified and amended by a First Supplemental Indenture, dated as of May 1, 1985, published by the Federal National Mortgage Association ("FNMA") and filed in the office of its Corporate Secretary at its principal

office, 3900 Wisconsin Avenue, N.W., Washington, D.C.  
20016."

ARTICLE TWO

MISCELLANEOUS PROVISIONS

For all purposes of this First Supplemental Indenture, except as otherwise defined or unless the context otherwise requires, terms used in capitalized form in this First Supplemental Indenture and defined in the Trust Indenture have the meanings specified in the Trust Indenture.

This First Supplemental Indenture is executed and shall be construed as an indenture supplemental to the Trust Indenture, and shall form a part thereof, and the Trust Indenture, subject to the provisions in this First Supplemental Indenture, is hereby confirmed.

This First Supplemental Indenture shall be construed in accordance with the laws of the District of Columbia.

IN WITNESS WHEREOF, the parties hereto hereby execute this First Supplemental Indenture, as of the day and year first above written.

FEDERAL NATIONAL MORTGAGE ASSOCIATION  
in its corporate capacity, and as  
Trustee

[SEAL]

By: Rebecca T. Boyd  
Rebecca T. Boyd  
Vice President for Mortgage-Backed  
Securities

Attest:

Florence A. Wood  
Florence A. Wood  
Assistant Secretary

THIS SECOND SUPPLEMENTAL INDENTURE made, executed and published as of the 1st day of January 1987, at Washington, D.C., by the Federal National Mortgage Association, a body corporate organized and existing under the laws of the United States, in its corporate capacity (the Federal National Mortgage Association, acting in such corporate capacity, being herein called "FNMA") and in its capacity as trustee (the Federal National Mortgage Association, acting in such capacity as trustee, being herein called the "Trustee").

WITNESSETH

WHEREAS, FNMA has heretofore executed and delivered to the Trustee a certain Trust Indenture, dated as of July 1, 1984, as modified and amended by a First Supplemental Indenture, dated as of May 1, 1985 (the "Trust Indenture"), establishing and creating a program for the issuance of Guaranteed Mortgage Pass-Through Certificates evidencing Fractional Undivided Interests in Pools containing adjustable rate residential Mortgage Loans; and

WHEREAS, Section 11.01 of the Trust Indenture provides that FNMA and the Trustee may enter into an indenture supplemental thereto without the consent of Certificateholders in order to supplement any provisions in the Trust Indenture as FNMA may deem necessary or desirable and as shall not adversely affect the

interests of any Holder of any Certificate which is outstanding immediately prior to the execution of such indenture supplemental thereto; and

WHEREAS, FNMA deems it desirable to supplement the Trust Indenture to make the following modifications thereto; and

WHEREAS, FNMA has determined that the modifications proposed to be effected do not adversely affect the interests of any Holder of any Certificate which is outstanding immediately prior to the execution of this Second Supplemental Indenture.

NOW, THEREFORE, FNMA and the Trustee do hereby declare and establish this Second Supplemental Indenture to amend and modify the Trust Indenture as follows:

#### ARTICLE ONE

#### AMENDMENTS

Section 1.01. Amendments to Introductory Language of the Trust Indenture. With respect to the WITNESSETH paragraph, the word "and" shall be deleted after the semicolon at the end of the second separated phrase in the WHEREAS clause and the word "and" shall be inserted after the semicolon at the end of the third separated phrase in such WHEREAS clause. A fourth separated phrase shall be added to such WHEREAS clause, which reads:

"To issue, sell and administer to the extent set forth in the related issue supplement guaranteed stripped mortgage-backed securities evidencing specified rights to distributions with respect to the mortgage loans comprising certain specified identified pools."



Section 1.02. Amendment to Article I of the Trust Indenture. Article I of the Trust Indenture is amended by deleting the definition of "Corporate Trust Office."

Section 1.03. Amendment to Section 2.01 of the Trust Indenture. The first paragraph of Section 2.01 of the Trust Indenture is amended by adding the words "(or separate classes of guaranteed stripped mortgage-backed securities which, together, evidence a Fractional Undivided Interest in a Pool)" after the word "therein" in the first sentence of such Section 2.01.

A third paragraph is added to such Section 2.01 which reads:

"In the event that an Issue Supplement establishing a Pool creates separate classes of guaranteed stripped mortgage-backed securities which, together, evidence Fractional Undivided Interests therein, all references herein to Certificates, Certificateholders and/or the Fractional Undivided Interest in the Trust Fund evidenced thereby shall, as the context requires, be deemed to refer to such guaranteed stripped mortgage-backed securities, the Holders thereof and/or the Fractional Undivided Interest which they collectively represent."

Section 1.04. Amendment to Section 3.02 of the Trust Indenture. Section 3.02 of the Trust Indenture is amended by adding the words ", along with a microfiche copy of the applicable Mortgage Loan Schedule," after the words "Issue Supplement" in such Section 3.02.

Section 1.05. Amendment to Section 6.02 of the Trust Indenture. Section 6.02 of the Trust Indenture is amended by deleting the words "Internal Revenue Code of 1954, as amended," in

the last sentence of such Section 6.02 and inserting in lieu thereof the words "Internal Revenue Code of 1986."

Section 1.06. Amendment to Section 7.02 of the Trust Indenture. Section 7.02 of the Trust Indenture is amended by deleting the words "FNMA hereby initially appoints Chemical Bank at its Corporate Trust Office" in the beginning of the second sentence of such Section 7.02 and inserting in lieu thereof the words "FNMA hereby appoints the Federal Reserve Bank of New York."

Section 1.07. Amendment to Section 7.08 of the Trust Indenture. Section 7.08 of the Trust Indenture is amended by deleting the words "FNMA initially appoints Chemical Bank at its Corporate Trust Office" in the beginning of the second sentence of such Section 7.08 and inserting in lieu thereof the words "FNMA hereby appoints the Federal Reserve Bank of New York."

## ARTICLE TWO

### MISCELLANEOUS PROVISIONS

For all purposes of this Second Supplemental Indenture, except as otherwise defined or unless the context otherwise requires, terms used in capitalized form in this Second Supplemental Indenture and defined in the Trust Indenture have the meanings specified in the Trust Indenture.

This Second Supplemental Indenture is executed and shall be construed as an indenture supplemental to the Trust Indenture, and shall form a part thereof, and the Trust Indenture, subject to the provisions in this Second Supplemental Indenture, is hereby confirmed.

This Second Supplemental Indenture shall be construed in accordance with the laws of the District of Columbia.

IN WITNESS WHEREOF, the parties hereto hereby execute this Second Supplemental Indenture, as of the day and year first above written.

FEDERAL NATIONAL MORTGAGE  
ASSOCIATION

[SEAL]

in its corporate capacity, and  
as Trustee

By Allen C. Junion

Vice President for Mortgage-  
Backed Securities Development  
and Operations

Attest:

Kathleen Gibbons

Assistant Secretary

THIS THIRD SUPPLEMENTAL INDENTURE made, executed and published as of the 1st day of May, 2002, at Washington, D.C., by the Federal National Mortgage Association, a body corporate organized and existing under the laws of the United States, in its corporate capacity (the Federal National Mortgage Association, acting in such corporate capacity, being herein called "Fannie Mae") and in its capacity as trustee (the Federal National Mortgage Association, acting in such capacity as trustee, being herein called the "Trustee").

WITNESSETH

WHEREAS, Fannie Mae has heretofore executed and delivered to the Trustee a certain Trust Indenture, dated as of July 1, 1984, as modified and amended by a First Supplemental Indenture, dated as of May 1, 1985, and a Second Supplemental Indenture, dated as of January 1, 1987 (the "Trust Indenture"), establishing and creating a program for the issuance of Guaranteed Mortgage Pass-Through Certificates evidencing Fractional Undivided Interests in Pools containing adjustable rate residential Mortgage Loans; and

WHEREAS, Section 11.01 of the Trust Indenture provides that Fannie Mae and the Trustee may enter into an indenture supplemental thereto without the consent of Certificateholders in order to supplement any provisions in the Trust Indenture as Fannie Mae may deem necessary or desirable and as shall not adversely affect the interests of any Holder of any Certificate which is outstanding immediately prior to the execution of such indenture supplemental thereto; and

WHEREAS, Fannie Mae deems it desirable to supplement the Trust Indenture to make the following modifications thereto; and

WHEREAS, Fannie Mae has determined that the modifications proposed to be effected do not adversely affect the interests of any Holder of any Certificate which is outstanding immediately prior to the execution of this Third Supplemental Indenture.

NOW, THEREFORE, Fannie Mae and the Trustee do hereby declare and establish this Third Supplemental Indenture to amend and modify the Trust Indenture as follows:

#### ARTICLE ONE

#### AMENDMENTS

Section 1.01. Amendments to Section 10.01 of the Trust Indenture. (a) Section 10.01 of the Trust Indenture is amended by deleting from the heading thereof the words “*Repurchase by FNMA or*” and by deleting from the first paragraph of Section 10.01 the following:

“(i) the repurchase by FNMA of all Mortgage Loans and all Mortgaged Property acquired in respect of any Mortgage Loan remaining in the related Trust Fund at a price equal to 100% of the Stated Principal Balance of each Mortgage Loan and 100% of the Stated Principal Balance of each Mortgage Loan respecting which any such Mortgaged Property was acquired (the Stated Principal Balance, in each case, being the Stated Principal Balance at the Distribution Date next preceding the Distribution Date on which proceeds of repurchase are distributed) plus one month’s interest on the Stated Principal Balance of each such Mortgage Loan at the applicable Accrual Rate, or (ii)”.

(b) Section 10.01 of the Trust Indenture is also amended by deleting the following paragraph:

“The right of FNMA to repurchase all Mortgage Loans pursuant to (i) above shall be conditioned upon the Pool Principal Balance at the time of repurchase being less than 10% of the initial Pool Principal Balance.”

(c) Section 10.01 of the Trust Indenture is also amended by deleting from the second sentence of the third paragraph thereof the following:

“(which final payment shall, in the case of a repurchase pursuant to (i) above, be in the amount of the repurchase price calculated pursuant thereto and shall not include any proceeds of Mortgage Loans otherwise distributable on such Distribution Date)”.

Section 1.02. Amendment to Exhibit A. Exhibit A to the Trust Indenture is amended by deleting from the fifth paragraph of the Form of Certificate of Authentication the following:

“The Trust Indenture permits, but does not require, FNMA to repurchase from the Trust Fund all Mortgage Loans at the time subject thereto and all property acquired in respect of any Mortgage Loan at a price equal to 100% of the aggregate Stated Principal Balances of such Mortgage Loans together with one month’s accrued interest thereon at the applicable Accrual Rate. The exercise of such right will effect early retirement of the Certificates. FNMA’s right to repurchase is subject to the Pool Principal Balance of the Mortgage Loans at the time of repurchase being less than 10% of the initial Aggregate Amount of Pool on the Issue Date set forth on the face of this Certificate.”

Section 1.03. Amendments to Exhibit B. Exhibit B to the Trust Indenture is amended by adding a reference to the Second Supplemental Indenture, dated as of January 1, 1987, and the Third Supplemental Indenture, dated as of May 1, 2002.

## ARTICLE TWO

### MISCELLANEOUS PROVISIONS

For all purposes of this Third Supplemental Indenture, except as otherwise defined or unless the context otherwise requires, terms used in capitalized form in this Third Supplemental Indenture and defined in the Trust Indenture have the meanings specified in the Trust Indenture.

This Third Supplemental Indenture is executed and shall be construed as an indenture supplemental to the Trust Indenture, and shall form a part thereof, and the Trust Indenture, subject to the provisions in this Third Supplemental Indenture, is hereby confirmed.

