

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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In the Matter of the Rehabilitation of
FINANCIAL GUARANTY INSURANCE
COMPANY.

Index No. 401265/2012

I.A.S. Part 36
Justice Doris Ling-Cohan

Motion Sequence 004
-----X

**OBJECTION TO THE PROPOSED PLAN OF
REHABILITATION OF WELLS FARGO BANK, N.A., IN ITS
CAPACITY AS TRUSTEE FOR CERTAIN RMBS
CERTIFICATEHOLDERS AND ON BEHALF OF THE
CERTIFICATEHOLDERS AND NOTEHOLDERS
FOR SUCH TRUSTS AND TRANSACTIONS**

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Wells Fargo Bank, N.A. (“Wells Fargo”) respectfully submits this Objection to the proposed Plan of Rehabilitation (the “Proposed Plan”) and requests that the Court deny the motion for entry of an order approving the Proposed Plan made by the Superintendent of Financial Services of the State of New York, as Rehabilitator of Financial Guaranty Insurance Company (in such capacity, the “Rehabilitator”). Wells Fargo appears in this action and submits its Objection in its capacity as Trustee for certain residential mortgage-backed securities (“RMBS”), and in such other capacities as obligate Wells Fargo to submit policy claims to Financial Guaranty Insurance Company or FGIC Credit Products, LLC (together, “FGIC”), receive policy claim payments from FGIC and otherwise perform administrative functions under any policies issued by and/or insurance agreements entered into with FGIC or under any other documents related to such policies and insurance agreements, and in either case on behalf of the RMBS trusts’ securities holders (the “Wells Fargo Trustee”).

STATEMENT OF FACTS

The Wells Fargo Trustee

The Wells Fargo Trustee serves as trustee and in similar capacities for certain holders of securities in certain RMBS transactions (collectively, the “Transactions,” and each individually, a “Transaction”), which holders (the “Insured Certificateholders”) are the ultimate beneficiaries of financial guaranty insurance policies issued by and insurance agreements entered into with FGIC (collectively, the “Policies” and each individually, a “Policy”). (*See* Affidavit of Charles Brehm, sworn to November 16, 2012 (the “Brehm Aff.”), at ¶ 2.) The Wells Fargo Trustee has duties and responsibilities for approximately 33 RMBS Transactions involving a Policy (i) for which the Wells Fargo Trustee as trustee is the policyholder or (ii) for which the Wells Fargo

Trustee in a capacity other than trustee performs duties in respect of FGIC Policies. (*See id.* ¶ 3.) The Policies, which are held and/or administered by the Wells Fargo Trustee for the benefit of the Insured Certificateholders, insure against certain losses incurred by, and/or allocated to, securities held by the Insured Certificateholders. (*See id.* ¶ 2.) The Wells Fargo Trustee, on behalf of the Insured Certificateholders, has substantial current and projected future claims against FGIC.

Each Transaction is governed by a separate set of operative documents, which may include a pooling and servicing agreement, servicing agreements, a sale and servicing agreement, a trust agreement, an indenture and/or other related documents (the “Operative Documents”), delineating the rights and responsibilities of each of the parties to the Transaction, including the trustee and the insurer. (*See id.* ¶ 4.) In connection with each of the Policies, FGIC and the Wells Fargo Trustee are typically also parties to an insurance agreement, which further delineates the rights and responsibilities of the parties vis-à-vis the Policy (the Policies, insurance agreements and Operative Documents together, the “Governing Documents”). (*See id.* ¶ 5.)

The Rehabilitation of FGIC

On November 24, 2009, the New York Department of Insurance (which, as of October 3, 2011, merged with the New York Department of Financial Service, “NYSDFS”) entered an Order pursuant to § 1310 of the New York Insurance Law, requiring FGIC to suspend paying any and all claims and prohibiting FGIC from writing any new policies (as supplemented by a March 25, 2010 order, the “1310 Order”). (*See the Verified Petition of Benjamin M. Lawskey, Superintendent of Financial Services of the State of New York (the “Superintendent”), dated June 11, 2012 (the “Verified Petition”) at ¶¶ 1, 19.*) Pursuant to the 1310 Order, in November

2009, FGIC stopped paying claims made under the Policies. FGIC's continuing failure to pay claims under the Policies is a default under the Governing Documents ("Insurer Default"). Under the terms of the Governing Documents, upon the occurrence of an Insurer Default, FGIC loses the ability to exercise certain rights and remedies, and (in certain instances) such rights and remedies are vested in holders of the trusts' securities. (*See Brehm Aff.* ¶ 7.)

On June 11, 2012, the Superintendent filed the Verified Petition in this Court, seeking an order for the rehabilitation of FGIC (the "Rehabilitation"). On June 28, 2012, the Court entered an Order, granting the Verified Petition for rehabilitation and appointing the Superintendent the Rehabilitator for FGIC (the "Rehabilitation Order"). On September 27, 2012, the Court entered a scheduling order which included deadlines for parties to support or object to the Rehabilitator's proposed plan of rehabilitation. That same day, the Rehabilitator filed the Proposed Plan as well as a Disclosure Statement regarding the Proposed Plan (the "Disclosure Statement"), an Affirmation in Support of Plan Approval, a Proposed Plan Approval Order, a Novation Agreement, and a Form of Notice of Plan Approval Hearing. On October 25, 2012, the Rehabilitator filed a Memorandum of Law in Support of Approval of Plan of Rehabilitation For Financial Guaranty Corporation (the "Rehabilitator's Memo").

The Proposed Plan

As set forth below, the Wells Fargo Trustee objects to confirmation of the Proposed Plan because it contains a number of terms that reflect an abuse of the Rehabilitator's authority and fails to include certain terms necessary to protect the interests of the Wells Fargo Trustee and Insured Certificateholders. Prior to the filing of this Objection, counsel for the Wells Fargo Trustee raised its concerns with counsel for the Rehabilitator. As a result of communications

between counsel, the Rehabilitator made certain changes to the Proposed Plan, but many of the Wells Fargo Trustee's concerns have not been resolved. Attached hereto as Appendix A is a modified version of the Proposed Plan that reflects the modifications that would be necessary to address certain of the Wells Fargo Trustee's concerns.

As discussed in below, the Proposed Plan should not be confirmed for several reasons. The Proposed Plan would inappropriately nullify contract terms governing the effect of FGIC's default on the consent and direction rights, which terms appear in Governing Documents to which FGIC is not a party. (*See* Proposed Plan §§ 3.5 & 7.8(e).) The Proposed Plan would also arbitrarily subordinate Policy claims denominated as "Late-Filed Claims,"¹ with the effect that such claims are unlikely ever to be paid. (*See id.* § 2.5.) The Proposed Plan would permit FGIC to unnecessarily delay payments to policyholders on the undisputed portions of claims that are disputed in part. (*See id.* § 4.7(A).) The Proposed Plan's provision for indemnification of the Wells Fargo Trustee is inadequate, and its sweeping grant of post-confirmation exclusive jurisdiction to this Court impinges on the Wells Fargo Trustee's right to pursue legal remedies in forums of its choosing. (*See id.* §§ 7.5(b), 8.1.) Lastly, the Proposed Plan's terms on Policy Crystallization Events would discourage policyholders from disputing FGIC's interpretation of its consent and direction rights, without providing sufficient opportunity to seek judicial guidance. (*Id.* at Ex. B (Restructured Policy Terms, §§ 2.1 & 2.2).)

ARGUMENT

The Court has the "ultimate responsibility" to supervise the Rehabilitator's actions in respect of the rehabilitation proceeding and to make sure that the "holders are properly . . .

¹ Terms that are not defined herein have the meaning ascribed to them in the Proposed Plan.

protected.” *In re State Title & Mortg. Co.*, 160 Misc. 106, 111, 289 N.Y.S. 487, 494 (N.Y. Sup. Ct. N.Y. County 1936); *see also Matter of People by Van Schaick (Nat. Surety Co.)*, 239 A.D. 490, 496, 268 N.Y.S. 88, 95 (1st Dep’t 1933) (holding that the statute permitting rehabilitation places “great responsibility” on the superintendent of insurance and that any abuse of power should be checked by the courts), *aff’d*, 264 N.Y. 473, 191 N.E. 521 (1934). While the Rehabilitator has discretion as to many of the actions taken in that role, those actions may not be “arbitrary, capricious or an abuse of discretion,” and, if they are such, the Court must disapprove them as such. *Callon Petroleum Co. v. Superintendent of Ins.*, 53 A.D.3d 845, 845, 863 N.Y.S.2d 92, 93-94 (3d Dep’t 2008). The terms of the Proposed Plan to which the Wells Fargo Trustee objects are arbitrary, capricious and an abuse of the Rehabilitator’s discretion, and this Court should either reject the Proposed Plan or modify it in accordance with the Wells Fargo Trustee’s objections.

I. THE PROPOSED PLAN WOULD IMPROPERLY PERMIT FGIC TO RETAIN CERTAIN CONSENT AND DIRECTION RIGHTS IN CONTRAVENTION OF THE TERMS OF THE GOVERNING DOCUMENTS

If confirmed, Sections 3.5 and 7.8(e) of the Proposed Plan would prevent the Wells Fargo Trustee and Insured Certificateholders from giving effect to any contractual terms that divest FGIC of consent and direction rights upon the occurrence of an Insurer Default (“Control-Shifting Provisions”). Section 3.5 and 7.8(e) of the Plan are arbitrary and capricious, reflect an abuse of the Rehabilitator’s authority, and contemplate rewriting contracts to which FGIC is not a party. No authority exists to support approval of these terms.

While the terms of the Governing Documents differ from deal to deal, they generally grant FGIC broad consent and direction rights, regardless of deal structure or collateral. (*See*

Brehm Aff. ¶ 6.) For the Court's reference, Governing Documents for two sample Transactions are attached as exhibits to the accompanying Affidavit of Charles Brehm. As described in the Brehm Affidavit, the Governing Documents typically provide for the following consent and direction rights, among others: consent to the employment of subcontractors, consent to or direction of the sale or transfer of any of the trust estate, direction of the Wells Fargo Trustee (on behalf of the trust) to institute legal proceedings after an event of default, direction of the termination of the trust after an event of default, direction of the Wells Fargo Trustee (on behalf of the trust) to waive certain past defaults, and appointment of successor parties (servicers, administrators and trustees) to perform services on behalf of the trust. (*See id.*)

Pursuant to the terms of the Governing Documents, FGIC generally loses such consent and direction rights upon the occurrence of an Insurer Default, which can occur (among other instances) if there is a failure by FGIC to make a payment when due. (*See id.* ¶ 7.) If and when an Insurer Default occurs and FGIC loses its consent and direction rights, the Governing Documents often redirect these rights to certain of the investors in the applicable Transaction. (*See id.*) These Control-Shifting Provisions usually appear in Operative Documents to which FGIC is *not* a party. For example, the Wells Fargo Trustee acts as trustee for the GMACM Home Equity Loan Trust 2005-HE2 RMBS Transaction, an RMBS transaction utilizing a debt (tax) structure. (*See Brehm Aff.* ¶¶ 8-9.) FGIC is not a party to the indenture for this Transaction, though it is a third-party beneficiary. (*See id.* ¶ 8.) The terms of the GMAC Indenture permit FGIC to exercise consent and direction rights unless there is an Enhancer Default, in which case the control rights can be exercised by the majority of the Noteholders. (*See id.*)

Pursuant to the 1310 Order, FGIC has not made claim payments since November 2009, and this rehabilitation proceeding was commenced in June 2012. FGIC's payment default (which occurred nearly three years prior to the commencement of the Rehabilitation) constituted an Event of Default, and FGIC therefore no longer enjoys consent and direction rights pursuant to the Control-Shifting Provisions in the Transactions' Governing Documents. Having failed to uphold its end of the bargain, consent and direction rights should be exercisable by Insured Certificateholders and holders of non-insured securities, in accordance with the terms of the Governing Documents.

The Proposed Plan, however, contains terms that, if adopted, would nullify Control-Shifting Provisions, even where such terms have been incorporated in Operative Documents (such as indentures and pooling and servicing agreements) to which FGIC is not a party. Section 3.5 provides in relevant part:

[U]pon the Effective Date, any default, event of default or other event or circumstance relating to the FGIC Parties then existing (or that would exist with the passing of time or the giving of notice or both) under any FGIC Contract or Transaction Document, as a result of (whether directly or indirectly) the Rehabilitation or the Rehabilitation Circumstances shall be deemed not to have occurred (including, for the avoidance of doubt, any default, event of default or other event or circumstance that has arisen (or that may otherwise arise with the passing of time or the giving of notice or both) due to a lack of payment or performance of or by the FGIC Parties under any FGIC Contract or Transaction Document).

Section 3.5 thus would re-write the terms of FGIC's Policies and insurance agreements, as well as Operative Documents containing terms designed for the protection of RMBS investors, to eliminate FGIC's payment default and the commencement of this proceeding as events constituting Insurer Defaults. As a result, such events would no longer serve as triggers for Control-Shifting Provisions. FGIC would thus continue to enjoy consent and direction rights

that it had agreed at the time of Policy issuance to cede upon the occurrence of a payment default. Operating in tandem with Section 3.5, Section 7.8(e) would enjoin any person from enforcing any Control-Shifting Provisions, notwithstanding the occurrence of Insurer Defaults under the Governing Documents.

Sections 3.5 and 7.8(e) are arbitrary, capricious and an abuse of the Rehabilitator's discretion, because their application would result in FGIC securing rights that it did not bargain for, to the detriment of the rights of Insured Certificateholders and (in some instances) holders of non-insured securities. In the Governing Documents, the parties to the Transactions specifically contemplated the possibility that FGIC would default on its claims payment obligations or a rehabilitation proceeding would be commenced, and agreed as to the effect these events would have upon FGIC and investors. FGIC was aware of these provisions and agreed to issue the Policies with the understanding of the contractual implications that would result from its default. Having specifically negotiated provisions that deal with the precise circumstances in which FGIC finds itself, it would be fundamentally unfair to allow FGIC arbitrarily to re-write Governing Documents for its own benefit, particularly where it is FGIC that has failed to uphold its end of the bargain.

Moreover, there is no legal justification for re-writing the terms of indentures, pooling and servicing agreements, and other documents to which FGIC is not a party. As more fully set forth in Point I of the Objections of the Bank of New York Mellon and the Bank of New York Mellon Trust Company, N.A., as Trustee to the Proposed Plan of Rehabilitation (the "BNYM Objections") filed on November 19, 2012, which the Wells Fargo Trustee incorporates by reference, although the Rehabilitator has broad powers to alter contracts to which FGIC is a

party, this power does not extend to third-party contracts. *See Carpenter v. Pacific Mut. Life Ins. Co.*, 10 Cal. 2d 307, 329, 74 P.2d 761 (1937) (“Neither the company nor a policyholder has the inviolate rights that characterize private contracts.”), *aff’d sub nom. Neblett v. Carpenter*, 305 U.S. 297 (1938). Accordingly, whatever authority there might be for re-writing the terms of Policies and insurance agreements to which FGIC is a party, it would be an abuse of the Rehabilitator’s discretion if he were permitted effectively to strike Control-Shifting Provisions in Operative Documents to which FGIC is not a party.

Moreover, the Rehabilitator has failed to demonstrate that the sweeping re-writing of contract rights that would be effected by Sections 3.5 and 7.8(e) of the Proposed Plan are necessary to the effective rehabilitation of FGIC. A host of rights are associated with the Control-Shifting Provisions, such as the rights to waive defaults and name successor servicers. The Rehabilitator has failed to explain how a successful rehabilitation turns on FGIC’s ability to wield all of these rights. Indeed, the Rehabilitator’s inclusion of Section 3.7 in the Proposed Plan, which would allocate responsibility for claims for breaches of representations and warranties (“R&W Claims”) between FGIC and investors, demonstrates that he recognizes that it is not necessary for FGIC to have exclusive control of at least one key consent/direction right. The Rehabilitator’s Memo neither explains why the Rehabilitator was willing to cede some responsibility for R&W Claims to investors, nor does it explain why other consent and direction rights could not also be shared.

In his Memo, the Rehabilitator suggests, without any citation to evidence or legal authority, that some policyholders could exercise consent and direction rights to the detriment of “policyholders generally.” (*See Rehabilitator’s Memo at 29.*) He further conjectures that certain

investors might cause collateral to be liquidated in a manner that increases FGIC's payment obligations. (*Id.*) While the basis for such speculation is not clear, it is clear from the record that FGIC is in a position to wield consent and control rights in a manner that could advantage itself to the detriment of investors in Transactions. In many instances, FGIC only insures the most senior classes of certificates or bonds, with junior investors taking the first losses suffered in a Transaction. (*See, e.g.,* the EquiVantage PSA, Brehm Aff. Ex. 7, §§ 1.1, 7.5(b).) If (as the Rehabilitator posits) consent and control rights include the right to cause collateral assets to be liquidated, nullification of Control-Shifting Provisions would put FGIC in a position to liquidate collateral at fire-sale prices, locking in losses that will reduce payments on and the value of junior securities.

Sections 3.5 and 7.8(e) thus arbitrarily and capriciously unsettle the Transaction parties' legitimate contract-based expectations, and they should not be confirmed. If these sections are confirmed, Section 3.7(c) should be revised in accordance with the modifications reflected in Appendix A hereto. Although Section 3.7(c) explicitly references Section 3.7(a), the two subsections are inconsistent and should be revised. Section 3.7(a) provides in relevant part that "holders of Instruments . . . *and* the Trustee for such Instruments shall be entitled [in accordance with the terms of Section 3.7(a)] to exercise all of their respective [R&W Claim] rights and remedies" (emphasis added). Section 3.7(a) thus contemplates that either holders or a trustee could pursue R&W Claim demands and remedies. Section 3.7(c) provides a mechanism for resolving conflicts that might arise between a holder direction and a FGIC direction concerning a R&W Claim, but it does not have a mechanism for resolving a conflict that might arise between

a trustee's exercise of R&W Claim remedies and a FGIC direction. The Wells Fargo Trustee's revisions are intended to clarify the procedure that would apply in such circumstances.

II. THE PROPOSED PLAN'S TREATMENT OF CERTAIN POLICY CLAIMS IS ARBITRARY, CAPRICIOUS AND AN ABUSE OF THE REHABILITATOR'S DISCRETION

A. Late-Filed Claims Subordination

The terms of the Governing Documents for the Transactions do not impose any deadline for the Wells Fargo Trustee to submit Policy claims to FGIC. (*See Brehm Aff.* ¶ 13.) Because the Policies and insurance agreements guarantee payments that are made to investors on a periodic (which, in most cases, is monthly or quarterly) basis, the Wells Fargo Trustee submits claims on behalf of investors on a rolling basis whenever the Transaction's cash flows necessitate the filing of a claim (a "Claim Trigger"). (*See id.*) Although the Policies and insurance agreements do not impose deadlines for the submission of claims, the Wells Fargo Trustee has a practice of submitting such claims promptly following the occurrence of Claim Triggers, to ensure that investors receive amounts to which they are entitled as quickly as possible. (*See id.* ¶ 14.)

Notwithstanding that Policies do not set deadlines for the submission of claims, the Proposed Plan designates any claim not submitted by the later of (i) one year from the date the Policy Claim arose and (ii) 90 days after the Effective Date as a "Late-Filed Claim." (*See Proposed Plan* § 4.3(A).) Late-Filed Claims are deeply subordinated to other claims under Articles I and II of the Proposed Plan, and the holder of a Late-Filed Claim would only receive payment on such a claim after FGIC determines that "all actual and expected Permitted Secured Claims, Permitted Administrative Expense Claims, Permitted Policy Claims and Permitted Non-

Policy Claims are paid in full in Cash or fully reserved for.” (Proposed Plan § 2.5.) Given the deep subordination of Late-Filed Claims and the remote possibility they will ever be paid, the Proposed Plan does not require FGIC to evaluate any Late-Filed Claim unless it determines that there is a substantial likelihood that it will have able to make a distribution on the category of Late-Filed Claims. (*See* Proposed Plan § 4.5.)

The treatment of Late-Filed Claims is arbitrary, capricious and an abuse of the Rehabilitator’s discretion, because it unnecessarily subordinates these claims, potentially prejudicing the Insured Certificateholders, even though the Rehabilitator has made no showing of any need for such punitive treatment. While the Rehabilitator might have authority to set reasonable deadlines, it would be an abuse of discretion to permit a claim to be deeply subordinated (and likely never paid) in every instance that a claim submission deadline is missed. If adopted, the above-described Proposed Plan terms would result in claim subordination even where the failure to meet the deadline is inadvertent, the deadline is missed by only a matter of days, and/or the amount of the claim is relatively small. The Rehabilitator simply cannot demonstrate a need for its draconian treatment of Late-Filed Claims in all instances. Moreover, there is no factual basis for a concern about significant claims (in number or size) being submitted months or years after they arose, since the Wells Fargo Trustee (presumably like all trustees) endeavors to file policy claims in a prompt manner.

The Proposed Plan should therefore not be confirmed unless Late-Filed Claims are paid in the same manner as Policy Claims under Articles I and II. In the rare instances in which FGIC believes in good faith that treatment of Late-Filed Claim would jeopardize the Rehabilitation, FGIC can seek appropriate relief from the Court.

B. Undisputed Portions of Disputed Claims

Pursuant to Section 4.7(A) of the Proposed Plan, a submitted claim would not be permitted under the Proposed Plan “until all disputed portions thereof are resolved pursuant to the procedures set forth herein.” This and related terms of the Proposed Plan would allow FGIC arbitrarily and capriciously to delay and possibly even deny payments in respect of all portions of a claim, even where it objects to only a portion of the claim. The Rehabilitator cannot demonstrate that these claims payment terms bear any reasonable relationship to the Rehabilitation of FGIC. If the Proposed Plan is to be confirmed, Section 4.7(A) and related terms should be modified to require that FGIC make timely payment of all undisputed portions of Policy claims.

III. THE PROPOSED PLAN WOULD PREJUDICE THE RIGHTS OF THE WELLS FARGO TRUSTEE

A. The Indemnification for Trustees is Inadequate

As noted in the modified version of the Proposed Plan appearing at Appendix A hereto, Section 7.5(b) is deficient in several respects, and the Court should not confirm the Proposed Plan unless these deficiencies are addressed. First, Section 7.5(b) should be modified so FGIC is relieved of its indemnification obligation only where a trustee has actually received payment in satisfaction of the amount to be indemnified. FGIC, and not the trustees, should bear the full risk of any action the trustee is required to take at FGIC’s direction or pursuant to the Proposed Plan. Under such circumstances, FGIC should be required to make the Wells Fargo Trustee whole for any losses or expenses, unless the Wells Fargo Trustee has made a determination that reimbursement from the applicable trust fund is appropriate and such reimbursement has been paid.

Second, the final sentence of Section 7.5(b) must be stricken.² The Governing Documents for the Transactions generally require that any party who wishes to direct the Wells Fargo Trustee to take a specific action provide adequate indemnity to the Wells Fargo Trustee. (See Brehm Aff. ¶ 12.) The Governing Documents generally provide that the indemnification take the form of an indemnity or security against the costs, expenses and liabilities that may be incurred by the taking of the directed action, which indemnity or security must be acceptable to the Wells Fargo Trustee. (See *id.*) The last sentence of Section 7.5(b) would arbitrarily limit Wells Fargo's indemnification rights, by stripping it of its right to consider the sufficiency of the indemnification being offered by the directing party. While the indemnification provided by Section 7.5(b) would constitute adequate protection for most actions FGIC might direct, there will likely be directed actions entailing potentially significant exposures, for which the Wells Fargo Trustee should be entitled to additional assurance that it will not incur liability. For example, a number of RMBS trustees are involved in litigation pertaining to R&W Claims, which litigations could entail directions by FGIC. See, e.g., *In re Residential Capital, LLC, et al.*, Case No. 12-12020(MG) (S.D.N.Y. Bankr. 2012). The amounts at issue in such litigations can be significant, and the Wells Fargo Trustee could therefore face significant liability claims if investors or other interested parties dispute actions taken at FGIC's direction.³

² The sentence provides: "The indemnity provided in this Section 7.5(b) shall be deemed to satisfy for all purposes any requirement under any provisions of a FGIC Contract or Transaction Document that the Indemnified Trustee be provided with an indemnity to or for its benefit (including any requirement that such indemnity be 'adequate,' 'sufficient,' 'reasonable,' 'acceptable' or similar terms) prior to performing any action required under the Plan, including complying with any direction given to it by FGIC pursuant to the relevant FGIC Contract or Transaction Document, and including provisions that allow the Indemnified Trustee to refrain from performing any action in the absence of such an indemnity."

³ In the ResCap bankruptcy, certain RMBS trustees are presently considering a potential settlement of R&W Claims against ResCap debtor entities, the consideration for which would be an \$8.7 billion unsecured claim in the bankruptcy case. See Al Yoon, *Big Players in Fight over Mortgages – Blackrock, Other Bondholders Look to Force Banks to Repurchase Soured Loans*, The Wall Street Journal, Sept. 20, 2012, at C6.

Because the final sentence of Section 7.5(b) would arbitrarily and capriciously limit the indemnification otherwise available to the Wells Fargo Trustee under the Governing Documents, the Proposed Plan should not be confirmed unless it is stricken.

B. The Wells Fargo Trustee Should Be Able to Commence Trust Construction Proceedings

The laws of certain states provide for trustees such as the Wells Fargo Trustee to commence special proceedings when assistance is needed in construing the terms of a trust instrument or otherwise in determining a trustee's appropriate course of action in carrying out its responsibilities. *See, e.g.*, Minn. Stat. § 501B.16. Such proceedings afford trustees an efficient and cost-effective means of securing judicial guidance in a variety of circumstances, including when disputes among interested parties arise or an ambiguity in a relevant document is identified.

Section 8.1 of the Proposed Plan would preclude the Wells Fargo Trustee from exercising its right to commence such proceedings in courts other than this Court in the circumstances identified in subsections “(a)” through “(l)” of Section 8.1. Section 8.1 would purport to make this Court the exclusive venue for a variety of potential legal actions, including “disputes or issues arising in connection with . . . any agreement, instrument or other document governing or relating to,” *inter alia*, the Plan. (Proposed Plan § 8.1(f).) Literally construed, Section 8.1 would foreclose the Trustee from commencing a trust construction or any other proceeding in respect of any indenture or pooling and servicing agreement other than in this Court. This is because, as shown above, the Proposed Plan purports to amend, *inter alia*, Operative Documents containing Control-Shifting Provisions. As such, these Operative Documents are “agreement[s] . . . relating to” the Plan.

It is an abuse of the Rehabilitator's discretion to foreclose the Wells Fargo Trustee from commencing proceedings in jurisdictions with appropriate procedures for any dispute or ambiguity pertaining to an Operative Document in one of the Transactions. If adopted as drafted, Section 8.1 would impose a tremendous burden on this Court to hear disputes or otherwise resolve issues pertaining to Operative Documents that have *nothing to do with FGIC, a Policy or this Rehabilitation*. It would further needlessly impinge upon the Wells Fargo Trustee's right to pursue litigation in the jurisdiction of its choosing and prejudice investors by foreclosing the Wells Fargo Trustee from commencing actions in jurisdictions with procedures designed to achieve timely rulings and conserve trust resources. The Proposed Plan should not be confirmed, but if it is, the scope of Section 8.1 must be limited and Wells Fargo's right to pursue trust construction proceedings in other jurisdictions must in all instances be preserved.

C. The Policy Crystallization Event Provisions Are an Abuse of the Rehabilitator's Discretion

Section 2.1 of the Proposed Plan's Restructured Policy Terms describes the means by which FGIC could declare a "Policy Crystallization Event," in connection with FGIC's determination that a party has failed to observe Section 7.8(e)'s injunction provisions. (*See* Restructured Policy Terms (Proposed Plan Exhibit B) § 2.1.) Upon declaration of a Policy Crystallization Event, the parties' rights are accelerated under the Policy. (*See id.* § 2.2.) The Policy Crystallization Event provisions thus arm FGIC with a powerful tool to stifle any effort by Policyholders and RMBS investors to dispute FGIC's nullification of Control-Shifting Provisions under Sections 3.5 and 7.8(e) of the Proposed Plan.

The Proposed Plan should not be confirmed unless Section 2.1 of the Restructured Policy Terms is modified to clarify that FGIC cannot declare a Policy Crystallization Event if the Wells

Fargo Trustee or another party seeks judicial guidance as to the effect of Sections 3.5 and 7.8(e). As drafted, Section 2.1 would permit FGIC to proceed to declare a Policy Crystallization Event if the Wells Fargo Trustee does not implement a FGIC direction while an action to determine the effect of such direction is pending in this Court. To the extent Section 2.1 would stifle the Wells Fargo Trustee's right to pursue such legal action, it is an abuse of the Rehabilitator's authority and cannot be confirmed.

D. FGIC Reports to NYSDFS Should be Publicly Disclosed

Section 7.11(B) of the Proposed Plan requires that, FGIC deliver certain quarterly and annual reports to the NYSDFS. The information that would be included in such reports is relevant to the Insured Certificateholders and the Wells Fargo Trustee and, therefore, these reports should be publicly disclosed.

CONCLUSION

For the foregoing reasons, the Wells Fargo Trustee objects to confirmation of the Proposed Plan. The Wells Fargo Trustee respectfully requests that the Court reject the Proposed Plan or modify it consistent with this Objection.

Dated: New York, New York
November 19, 2012

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Appendix

WFB TRUSTEE COMMENTS TO PROPOSED PLAN

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

_____X	:	Index No. 401265/2012
In the Matter of the Rehabilitation of	:	
FINANCIAL GUARANTY INSURANCE	:	
COMPANY.	:	PLAN OF REHABILITATION
	:	FOR FINANCIAL GUARANTY
X_____	:	<u>INSURANCE COMPANY</u>

This Plan of Rehabilitation is proposed pursuant to Article 74 of Chapter 28 of the Consolidated Laws of the State of New York by Benjamin M. Lawskey, Superintendent of Financial Services of the State of New York, as Rehabilitator of Financial Guaranty Insurance Company.

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Date: September 27, 2012

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EXHIBITS

Exhibit A	Definitions and Interpretation
Exhibit B	Restructured Policy Terms
Exhibit C	Pending RMBS Litigations

ARTICLE I.

CATEGORIES OF CLAIMS AND EQUITY INTERESTS

1.1 Categories of Claims and Equity Interests.

The following table designates the categories of Claims and Equity Interests that are covered by the Plan:

Category	Designation
A	Secured Claims
B	Administrative Expense Claims
C	Policy Claims
D	Non-Policy Claims
E	Late Filed Claims
E	Equity Interests

Other than Claims (including Policy Claims) paid in full prior to the Commencement Date, the Plan will be the exclusive means for resolving and paying (i) all Policy Claims, whenever arising, (ii) all other Claims arising during, or relating to, the period prior to the Effective Date and (iii) all Equity Interests in existence as of the Commencement Date. Claims arising during or relating to the period on and after the Effective Date (other than Policy Claims) are not covered by the Plan and will be resolved and paid by FGIC in the ordinary course of business.

ARTICLE II.

TREATMENT OF CLAIMS AND EQUITY INTERESTS

2.1 Category A – Secured Claims.

Except to the extent the holder of a Permitted Secured Claim and FGIC agree to a different treatment pursuant to Section 4.8 hereof, all Permitted Secured Claims shall be paid in full solely from the collateral securing such Claims in accordance with the terms of the underlying FGIC Contract giving rise to such Claims.

2.2 Category B – Administrative Expense Claims.

Except to the extent the holder of a Permitted Administrative Expense Claim and FGIC agree to a different treatment pursuant to Section 4.8 hereof, each holder of a Permitted Administrative Expense Claim shall receive Cash in the full amount of such Permitted Administrative Expense Claim.

2.3 Category C – Policy Claims.

Except to the extent the holder of a Permitted Policy Claim and FGIC agree to a different treatment pursuant to Section 4.8 hereof, each holder of a Permitted Policy Claim or Late-Filed Claim shall receive only (i) an upfront Cash payment with respect to each such Permitted Policy Claim in an amount equal to a specified percentage of such Permitted Policy Claim based on the CPP in effect at the time of payment and (ii) additional payments under a DPO with respect to the Policy under which such Permitted Policy Claim was made to the extent payable pursuant to the Plan, which DPO will be equal to the remainder of such Permitted Policy Claim (subject to increases and reductions to such DPO pursuant to the Plan).

2.4 Category D – Non-Policy Claims.

Except to the extent the holder of a Permitted Non-Policy Claim and FGIC agree to a different treatment pursuant to Section 4.8 hereof, each holder of a Permitted Non-Policy Claim shall receive, on a pro rata basis, Cash, as and when such funds become available, as determined by FGIC, until all such Claims have been paid in full; *provided, however*, that no Permitted Non-Policy Claims shall be entitled to any distributions until all actual and expected Permitted Secured Claims, Permitted Administrative Expense Claims and Permitted Policy Claims are paid in full in Cash or fully reserved for, as determined by FGIC with the express written consent of the NYSDFS.

~~2.5 Category E – Late Filed Claims.~~

~~Except to the extent the holder of a Permitted Late-Filed Claim and FGIC agree to a different treatment pursuant to Section 4.8 hereof, each holder of a Permitted Late-Filed Claim shall receive, on a pro rata basis, Cash, as and when such funds become available, as determined by FGIC, until all such Claims have been paid in full; *provided, however*, that no Permitted Late-Filed Claims shall be entitled to any distributions until all actual and expected Permitted Secured Claims, Permitted Administrative Expense Claims, Permitted Policy Claims and Permitted Non-Policy Claims are paid in full in Cash or fully reserved for, as determined by FGIC with the express written consent of the NYSDFS.~~

2.6 Category ~~F~~E – Equity Interests.

Equity Interests shall remain in existence; *provided, however*, that no holder of Equity Interests shall be entitled to any distributions, dividends or other payments on account of its Equity Interests until all actual and expected Permitted Secured Claims, Permitted Administrative Expense Claims, Permitted Policy Claims, Permitted Non-Policy Claims and Permitted Late-Filed Claims are paid in full in Cash or fully reserved for, as determined by FGIC with the express written consent of the NYSDFS.

ARTICLE III.

MEANS OF IMPLEMENTATION

3.1 Policy Restructuring.

Effective as of the Effective Date, any and all Policies in force as of the Effective Date (except for the Policies novated or terminated by the Novation Agreement or the CDS Commutation Agreements) automatically and without any further actions by the Rehabilitator, FGIC, the Superintendent, the Court, the Policyholders or any other Person shall be modified by the Plan. The Plan shall supersede any and all provisions of each Policy that are inconsistent with the Plan.

3.2 Implementation of Plan by FGIC.

FGIC shall continue to exist after the Effective Date with all powers available under applicable law and shall be responsible for administration and implementation of the Plan from and after the Effective Date, in each case pursuant to the terms of and subject to the limitations set forth in the Plan, including all applicable New York insurance laws and regulations, the continued oversight of the NYSDFS described in Sections 7.10 and 7.11 hereof and any NYSDFS Guidelines.

3.3 Continued Authority of NYSDFS.

From and after the Effective Date (i) FGIC shall continue to be subject to oversight by the NYSDFS pursuant to the NYIL as an insurance company licensed under Article 69 of the NYIL and the additional requirements set forth in the Plan and (ii) the NYSDFS shall have the authority to take such further actions as may be necessary or appropriate in its sole and absolute discretion to carry out the purposes and effects of the Plan, including modifying the Run-Off Principles, which modification shall be delivered in writing to FGIC and concurrently posted by FGIC on the Policyholder Information Center. All NYSDFS Guidelines shall be binding unless and to the extent the NYSDFS Guidelines are (x) revoked, withdrawn or inconsistent with subsequent guidance provided by the NYSDFS or (y) inconsistent with the Plan or any Final Order entered in the Rehabilitation Proceeding that has not been superseded by the Plan.

3.4 Authorization to Act.

The Plan Approval Order shall authorize FGIC from and after the Effective Date to take or cause to be taken all actions necessary or appropriate to implement the Plan, including executing and delivering all agreements, documents, instruments, notices and certificates, and such actions taken or caused to be taken shall be deemed approved by the Court without further approval, act or action under any applicable law, order, rule or regulation.

~~3.5 No Defaults Arising from Rehabilitation or Rehabilitation Circumstances.~~

~~Subject to Section 3.7 of the Plan, upon the Effective Date, any default, event of default or other event or circumstance relating to the FGIC Parties then existing (or that would exist with the passing of time or the giving of notice or both) under any FGIC Contract or Transaction~~

~~Document, as a result of (whether directly or indirectly) the Rehabilitation or the Rehabilitation Circumstances shall be deemed not to have occurred (including, for the avoidance of doubt, any default, event of default or other event or circumstance that has arisen (or that may otherwise arise with the passing of time or the giving of notice or both) due to a lack of payment or performance of or by the FGIC Parties under any FGIC Contract or Transaction Document).~~

~~Neither the Rehabilitation nor the Rehabilitation Circumstances shall (i) subject to Section 3.7 of the Plan, prevent the FGIC Parties from exercising all FGIC Rights in the same manner and to the same extent as FGIC Parties would have been able to retain and exercise such rights in the absence of the Rehabilitation and the Rehabilitation Circumstances, (ii) prevent FGIC from pursuing or settling on its own behalf, for its own account and in its sole discretion all FGIC Direct Claims in the same manner and to the same extent as FGIC would have been able to retain and pursue or settle such FGIC Direct Claims on its own behalf in the absence of the Rehabilitation and the Rehabilitation Circumstances, (iii) subject to Section 3.7 of the Plan, cause to inure to any Person any greater right or Claim than that which would have existed in the absence of the Rehabilitation and the Rehabilitation Circumstances or (iv) subject to Sections 3.7(a)(iii) and 3.7(b)(iv) of the Plan, in any manner relieve or limit any obligation of any Person to the FGIC Parties, including for payment of premiums, recoveries, reimbursements, settlements and other amounts that would otherwise be due and owing to the FGIC Parties under any FGIC Contract, Transaction Document or other agreement in the absence of the Rehabilitation and the Rehabilitation Circumstances.~~

~~Notwithstanding anything to the contrary in this Section 3.5, during any period of time in which a Claim has been submitted in accordance with the Plan with respect to a Policy and such Claim has not been satisfied in full in Cash and/or Deemed Cash Payments, this Section 3.5 shall not apply with respect to the determination of priority of distributions between and among Instruments insured by such Policy.~~

3.6 Reinsurance.

(a) Each reinsurer shall pay FGIC in full in Cash for such reinsurer's reinsured portion of the entire amount of each Policy Claim (irrespective of when such Policy Claim is submitted to FGIC, whether before the Commencement Date, during the Rehabilitation Proceeding or after the Effective Date), in each case without giving effect to the Policy Restructuring and regardless of the amount paid in Cash by FGIC on account of such Policy Claim. Consistent with the foregoing, the terms "Loss" or "Losses" (or similar terms) used in the Reinsurance Agreements shall be deemed to refer to the entire amount of Policy Claims as and when such Policy Claims are submitted to FGIC, irrespective of (i) the amount and timing of any Cash payments that FGIC may make with respect to any such Policy Claims, (ii) the modification pursuant to the Policy Restructuring of FGIC's obligations to pay such Policy Claims in Cash and (iii) any language in the Reinsurance Agreements that contradicts this result.

(b) Notwithstanding anything to the contrary in Section 3.6(a), all reinsurance covering, in whole or in part, the Policies covered by the Novation Agreement, to the extent such reinsurance has not been commuted prior to the novation of such Policies under the Novation Agreement, shall be automatically and without further action by any Person novated, to the extent of such coverage, to National Public.

3.7 Control Rights.

During any period of time in which an outstanding DPO exists with respect to any Policy insuring Instruments issued directly in connection with any RMBS transaction, then with respect to such RMBS transaction:

- (a) subject to Sections 3.7(b) through (d) below and notwithstanding Section 3.5 hereof, the holders of Instruments insured by such Policy and the Trustee for such Instruments shall be entitled to exercise all of their respective rights and remedies that are provided for under the express terms and conditions of the Transaction Documents relating to such Instruments or Policy (assuming solely for the purpose of determining these rights that FGIC has not complied with its payment obligations under such Policy), in accordance with such terms and conditions to (x) enforce any obligation of the originator or other responsible party to cure, substitute or repurchase any defective mortgage or other loan, which is owed to the Trustee (or the related trust) or to such holders under such Transaction Documents (any such obligation owed to the Trustee (or the related trust) or to such holders being a “Trust Loan Repurchase Obligation”) and (y) assert, investigate (including through requests for information or documentation concerning the Instruments or any mortgage(s) in the related trust(s)), compromise, settle or release any Cause of Action that the Trustee (or the related trust) or such holders may have with respect to any failure to perform any such Trust Loan Repurchase Obligation, including such holders’ rights to direct or otherwise cause the Trustee or any servicer of such loans under the Transaction Documents (each being a “Servicer”) to take any such action on behalf of such holders. Should any holder(s) of the Instruments insured by such Policy or the Trustee for such Instruments seek to exercise any right or remedy described above in this Section 3.7(a), any such Person:
 - (i) shall provide FGIC with ten (10) Business Days’ prior written notice before (x) requesting or demanding that any originator or other responsible party perform any Trust Loan Repurchase Obligation (which notice shall identify the applicable Policy and contain a listing of the mortgage loan numbers or other identifier of the mortgages or other loans subject to, and the general basis for, such request or demand) or (y) filing any complaint, demand, or summons and notice relating to, or any other legal document beginning, a lawsuit, arbitration, mediation or other proceeding asserting any Cause of Action with respect to any failure to perform a Trust Loan Repurchase Obligation (which notice shall identify the applicable Policy and contain a description of such Causes of Action to be asserted);
 - (ii) shall, upon FGIC’s request, (x) allow, and take such action as may be requested by FGIC to allow, FGIC to join in any such lawsuit, arbitration, mediation or other proceeding which such Person has commenced or intends to commence and (y) promptly provide FGIC with copies of all notices, pleadings and any other written communication delivered to or prepared by or on behalf of such Person in connection with any such lawsuit arbitration, mediation or other proceeding;

WFB TRUSTEE COMMENTS TO PROPOSED PLAN

- (iii) shall be deemed to agree, by taking any action to enforce any Trust Loan Repurchase Obligation, that any amount received in respect of a judgment or settlement or any other amount that is awarded or received in connection with any such action shall be applied and distributed in accordance with the express terms and conditions of the Transaction Documents relating to such Instruments or Policy, assuming, solely for the purposes of determining the priority of FGIC to receive such amount in accordance therewith, that FGIC has not complied with its payment obligations under the related Policy; and
 - (iv) shall not be able to exercise any right that it has or may have to compromise, settle or release any claim that the Trustee (or the related trust) or any such holder may have with respect to any failure to perform any such Trust Loan Repurchase Obligation, including such holder's rights to direct or otherwise cause the Trustee or any Servicer to take any such action, *unless* and *until* (x) such holder or the Trustee (as applicable) has provided ~~forty-fiveten~~ (4510) Business Days' prior written notice to FGIC (which notice shall identify the applicable Policy and contain a description of the material terms and conditions of the proposed compromise, settlement or release) and, at FGIC's request, such request to be provided within such ~~forty-fiveten~~ (4510) Business Day period, has consulted with FGIC concerning the terms and conditions of such compromise, settlement or release and (y) the terms of the definitive documentation for the proposed compromise, settlement or release expressly provide that such compromise, settlement or release does not, and is not intended to, compromise, settle or release all or any portion of any FGIC Direct Claims, including FGIC Direct Claims in connection with the transaction to which such compromise, settlement or release relates.
- (b) Notwithstanding Section 3.7(a) above, FGIC shall retain and may exercise any right or remedy it has or may have under such Policy or any Transaction Document relating to such Policy or the Instruments insured by such Policy to enforce any Trust Loan Repurchase Obligation or to assert, investigate, compromise, settle or release any Cause of Action that the Trustee (or the related trust) or the holders of such Instruments may have with respect to any failure to perform any such Trust Loan Repurchase Obligation, including its rights to direct or otherwise cause the Trustee or any Servicer to take any such action, in each case giving effect to Section 3.5 above. Should FGIC seek to exercise any such right or remedy to enforce any Trust Loan Repurchase Obligation, FGIC:
- (i) shall provide the applicable Trustee with ten (10) Business Days' prior written notice before (x) requesting or demanding that any originator or other responsible party perform any Trust Loan Repurchase Obligation (which notice shall identify the applicable Policy and contain a listing of the mortgage loan numbers or other identifier of the mortgages or other loans subject to, and the general basis for, such request or demand) or (y) filing any complaint, demand, or summons and notice relating to, or any other legal document beginning, a lawsuit, arbitration, mediation or other proceeding asserting any Cause of Action with respect to any failure to perform a Trust Loan

Repurchase Obligation (which notice shall identify the applicable Policy and contain a description of such Causes of Action to be asserted);

- (ii) to the extent FGIC makes any request or direction to the Trustee to take or refrain from taking any action relating to a Trust Loan Repurchase Obligation, FGIC shall include therewith, to the extent entitled to do so under the relevant Transaction Documents, a request or direction that the Trustee provide notice of any such request or direction to the holders of the related Instruments; *provided, however*, that subject to Section 3.7(b)(iii) below, neither such request by FGIC, nor any determination by the Trustee, to provide notice to such holders shall entitle the Trustee to withhold, delay or condition its compliance with any such request or direction by FGIC;
- (iii) shall not be entitled to exercise any right that it has or may have under such Policy or any such Transaction Document to compromise, settle or release any Cause of Action that the Trustee (or the related trust) or such holders may have with respect to any failure to perform any such Trust Loan Repurchase Obligation, including its rights to direct or otherwise cause the Trustee or any Servicer to take any such action, *unless and until* (x) FGIC has provided written notice to the Trustee of the proposed compromise, settlement or release (which notice shall identify the applicable Policy and contain a description of the material terms and conditions of the proposed compromise, settlement or release) and (y) (1) the Requisite Holders have directed the Trustee to support or enter into such compromise, settlement or release or (2) in the absence of such direction, the Trustee, having provided such notice to the holders of the Instruments insured by such Policy, has not received objections from holders of at least twenty-five percent (25%) of the outstanding principal amount of the Instruments insured by such Policy within forty-five (45) days after the date that FGIC provided such notice to the Trustee. In the event that the Trustee receives any direction satisfying the requirements of Section 3.7(b)(iii)(y)(1) above, the Trustee shall promptly provide FGIC with notice thereof and shall promptly comply with FGIC's direction. In the event that the Trustee receives an objection satisfying the requirements of Section 3.7(b)(iii)(y)(2) above, the Trustee shall promptly provide FGIC with notice thereof, whereupon FGIC's direction shall be considered withdrawn ~~and the Trustee shall be entitled to make its own determination of the merits of such compromise settlement or release and to take action with respect thereto, in each case in accordance with the relevant Transaction Documents~~; and
- (iv) shall be deemed to agree, that any amount a Trustee receives in a compromise, settlement or release pursuant to Section 3.7(b)(iii) shall be applied and distributed in accordance with the express terms and conditions of the relevant Transaction Documents, assuming, solely for the purposes of determining the priority of FGIC to receive such amount in accordance therewith, that FGIC has not complied with its payment obligations under the related Policy.

- (c) If any direction relating to an action specified in Section 3.7(b) above provided to the Trustee or any Servicer by FGIC (other than directions to settle, release or compromise claims which shall be governed by Section 3.7(b)(ii) above) conflicts with any direction relating to such action specified in the preceding Section 3.7(a) provided to the Trustee or such Servicer ~~by the Requisite Holders~~ or with any inconsistent action decided upon by the Trustee prior to the Trustee or such Servicer taking the action as so directed by FGIC, (x) the Trustee shall promptly notify FGIC in writing of such ~~conflicting direction~~ conflict, (y) the Trustee, ~~such~~ the directing holders (if any) and FGIC shall promptly meet to discuss their respective directions and seek in good faith to resolve their differences, and (z) if they are unable to resolve their differences within ten (10) Business Days thereafter, ~~the direction of such holders shall control, whereupon~~ FGIC shall be deemed to have withdrawn its direction.
- (d) Nothing in the Plan, including the foregoing provisions of this Section 3.7, shall or is intended to in any manner prevent, limit, restrict or otherwise impair FGIC at any time from asserting, pursuing, enforcing, investigating, compromising, settling, releasing (on its own behalf, for its own account and in its sole discretion) or impose any additional obligations (including the giving of any notice) with respect to any and all FGIC Direct Claims in the same manner and to the same extent as FGIC would have been able in the absence of the Rehabilitation and the Rehabilitation Circumstances. If FGIC completes the settlement of any FGIC Direct Claims against any loan originator or other responsible party in any RMBS transaction or transactions to cure, substitute or repurchase any defective mortgage or other loan pursuant to which FGIC receives a settlement payment in an amount greater than \$25 million, FGIC shall promptly thereafter notify the Trustee or Trustees of the transactions that included such loans; *provided, however*, that FGIC shall not have any obligation to provide such notice if FGIC is restricted by contract from disclosing to the Trustee or Trustees the existence of such settlement or any of its terms.

ARTICLE IV.

CLAIM ADMINISTRATION AND DISTRIBUTIONS

4.1 Claim Administration Generally.

Following the Effective Date, FGIC shall be responsible for administering, reviewing, verifying, reconciling, objecting to, compromising or otherwise resolving all Claims not resolved prior to the Effective Date, in each case in compliance with the Plan and any NYSDFS Guidelines.

4.2 Secured Claims and Administrative Expense Claims.

A. Submission of Secured Claims and Administrative Expense Claims.

All Secured Claims and Administrative Expense Claims shall be submitted to FGIC in writing in the ordinary course of business and in accordance with, and including such information required by, the provisions of the underlying FGIC Contract (if applicable) giving rise to such Claim.

B. Reconciliation of Secured Claims and Administrative Expense Claims.

FGIC shall evaluate each submitted Secured Claim and Administrative Expense Claim to determine whether and to what extent such Claim should be Permitted. If FGIC determines that all or part of such Claim should not be Permitted, such Claim shall constitute a Disputed Claim and be resolved pursuant to Section 4.6 hereof.

4.3 Policy Claims.

A. Submission of Policy Claims.

Each holder of a Policy Claim, including Policy Claims arising but not submitted to FGIC prior to the Effective Date, shall submit to FGIC all information required by the applicable Policy for submission of a Claim thereunder and a fully completed and duly executed Proof of Policy Claim Form by the later of (i) one year from the date the Policy Claim arose and (ii) ninety (90) days after the Effective Date. Each holder of a Policy Claim submitted to FGIC prior to the Effective Date that remains unpaid in whole or in part as of the Effective Date shall resubmit such Policy Claim using a fully completed and duly executed Proof of Policy Claim Form, together with all information required by the applicable Policy for submission of a Policy Claim thereunder, within ninety (90) days after the Effective Date (the “Claims Resubmission Deadline”). Any Policy Claim not timely submitted pursuant to the foregoing sentences, including unpaid Policy Claims submitted prior to the Effective Date but not resubmitted by the Claims Resubmission Deadline, shall be ~~treated as~~considered a Late-Filed Claim rather than a Policy Claim.

B. Reconciliation of Policy Claims.

FGIC shall evaluate each submitted Policy Claim (including each Late-Filed Claim) to determine whether and to what extent such Claim should be Permitted. If FGIC determines that all or part of such Claim should not be Permitted, such Claim (or the relevant portion thereof) shall constitute a Disputed Claim and be resolved pursuant to Section 4.6 hereof.

4.4 Non-Policy Claims.

A. Submission of Non-Policy Claims.

The deadline for all holders of Non-Policy Claims to mail Proofs of Claim to FGIC at 125 Park Avenue, New York, NY 10017 (Attention: General Counsel) shall be no later than ninety (90) days after the Effective Date (the “Bar Date”). All Non-Policy Claims for which a Proof of Claim is not submitted to FGIC as provided herein by the Bar Date shall be treated as Late-Filed Claims, rather than Non-Policy Claims. Nothing in this Section 4.4(A) requires a holder of a Non-Policy Claim that timely submitted such Non-Policy Claim to FGIC as a Proof of Claim prior to the Effective Date to resubmit such Non-Policy Claim to FGIC.

B. Reconciliation of Non-Policy Claims.

FGIC shall not be required to evaluate any Non-Policy Claim unless and until it determines in its reasonable estimation, in consultation with the NYSDFS, that there is a substantial likelihood that sufficient assets will be available to make a distribution on account of

Non-Policy Claims. If FGIC determines, in consultation with the NYSDFS, that there is a substantial likelihood that sufficient assets will be available for Non-Policy Claims, reconciliation of Non-Policy Claims shall be subject to Sections 4.1 and 4.6 hereof; *provided, however*, that the Objection Deadline in clause (x)(b) of Section 4.6 hereof shall run sixty (60) days from the date FGIC posts notice of such likelihood on the Policyholder Information Center.

~~4.5 Late-Filed Claims.~~

~~FGIC shall not be required to evaluate any Late-Filed Claim unless and until it determines in its reasonable estimation, in consultation with the NYSDFS, that there is a substantial likelihood that sufficient assets will be available to make a distribution on account of Late-Filed Claims. If FGIC determines that there is a substantial likelihood that sufficient assets will be available for Late-Filed Claims, reconciliation of Late-Filed Claims shall be subject to Sections 4.1 and 4.6 hereof; *provided, however*, that (i) the fact that a Late-Filed Claim was asserted after the applicable deadline shall not be a ground for not permitting a Late-Filed Claim and (ii) the Objection Deadline in clause (x)(b) of Section 4.6 hereof shall run sixty (60) days from the date FGIC posts notice of such likelihood on the Policyholder Information Center.~~

4.6 Reconciliation of Disputed Claims.

FGIC may object to all or part of any Claim on any reasonable ground, including (i) a claimant's failure to provide sufficient information to evaluate a Claim, (ii) that all or part of a Claim is not a Permitted Claim pursuant to Section 4.10 hereof, (iii) that all or part of a Claim is a Late-Filed Claim or (iv) that the holder of such Claim or any party to the transaction relating to such Claim is in violation of the Plan or the injunctive relief in Section 7.8 hereof. To do so, FGIC shall provide the holder of the Claim with written notice of the substance of its objection to such Claim (an "Objection") within the later of (x) sixty (60) days following the later of (a) the date of the proper submission to FGIC of such Claim in accordance with the terms of the Plan and (b) the Effective Date, (y) the deadline, if any, specified for such Objection in the underlying FGIC Contract or Transaction Document giving rise to such Claim, if any, or (z) such other applicable period fixed by the Court (the "Objection Deadline"). The Objection shall set forth the amount of the Claim that FGIC objects to and the amount, if any, that FGIC believes should be Permitted. No later than the later of (a) forty-five (45) days after FGIC sends (by email, overnight mail or other form of mailing containing proof of transmission) the Objection to the holder of such Claim and (b) the deadline, if any, specified for such response in the applicable FGIC Contract or Transaction Document giving rise to such Claim (the "Response Deadline"), the holder of the Claim, if it opposes the Objection, shall send to FGIC a written response to the Objection (the "Response"). Each Response must set forth the facts and the legal bases, if any, for the opposition and the reasons why the Claim should be Permitted in a greater amount than stated in the Objection. If no Response is sent by the holder of such Claim on or prior to the Response Deadline, the Claim shall be Permitted in the applicable amount set forth in the Objection without order of the Court. If a Response is submitted on or prior to the Response Deadline, FGIC shall have thirty (30) days after receipt of the Response to determine whether and in what amount the Claim should be Permitted in whole or in part and shall notify the holder of the Claim of its determination by email, overnight mail or other form of mailing containing proof of transmission (the "FGIC Claim Determination"). The holder of the Claim has the right to challenge the FGIC Claim Determination in a court of competent jurisdiction so

long as such challenge is initiated within sixty (60) days of FGIC's sending of the FGIC Claim Determination; *provided, however*, that if the determination of any Claim involves the interpretation, implementation or enforcement of the Plan, the Court shall be the exclusive venue for any party to challenge the validity of any FGIC Claim Determination. ~~If a court of competent jurisdiction renders a judgment in favor of FGIC or the holder of the Claim, the prevailing party in any such challenge shall be entitled to recover reasonable attorneys' fees and costs from the other party.~~ If the FGIC Claim Determination is not challenged by the holder of the Claim as provided in the second preceding sentence, the Claim shall be Permitted in the amount set forth in the FGIC Claim Determination. No demand for documents or information and/or the failure to provide requested documents or information shall have the effect of staying or tolling any time period or deadline set forth in this Section 4.6.

4.7 Payment of Claims.

A. Payment of Claims Generally.

FGIC shall only pay a Claim to the extent that such Claim becomes a Permitted Claim, in whole or in part. ~~No Claim shall be Permitted until all disputed portions thereof are resolved pursuant to the procedures set forth herein.~~ Any and all Claims covered by the Plan, as described in Section 1.1 hereof, shall be resolved and paid solely pursuant to the Plan. In particular, the holders of Permitted Claims shall have no rights against FGIC on account of such Claims other than the treatment provided for such Claims under the Plan.

B. No Duplicative Recovery.

No holder of a Claim shall be entitled to receive distributions on account of its Permitted Claim that exceed 100% of the amount of such Permitted Claim; *provided, however*, that this shall not limit the payment of any DPO Accretion by FGIC in accordance with the provisions of the Plan. Furthermore, if and to the extent that the holder of a Permitted Claim receives payment in full or in part on account of such Permitted Claim from a Person that is not FGIC (such Person, a "Non-FGIC Payor"), FGIC shall reduce (i) the DPO with respect to a Permitted Policy Claim and (ii) distributions on account of a Permitted Claim (other than a Permitted Policy Claim); *provided, however*, FGIC shall not reduce DPO or distributions, as applicable, to the relevant Non-FGIC Payor on account of such Permitted Claim if and to the extent such Non-FGIC Payor becomes a subrogee of the holder of such Permitted Claim as a result of such payment; and *provided, further*, that this sentence shall not modify any terms of the Plan regarding FGIC Payments.

C. Payment of Permitted Secured Claims.

Promptly following FGIC's determination that all of a Secured Claim is Permitted, FGIC shall, from the collateral securing such Claim, pay in Cash such Claim pursuant to the terms of the underlying FGIC Contract (if applicable) giving rise to such Claim. If a portion of a Secured Claim is disputed, FGIC shall have no obligation to pay any portion of such Secured Claim unless and until the Claim is Permitted pursuant to Section 4.6 hereof. Promptly following the date, and to the extent, such Secured Claim, as applicable, is Permitted pursuant to Section 4.6 hereof, FGIC shall, from the collateral securing such Secured Claim pay in Cash the Permitted

Secured Claim pursuant to the terms of the underlying FGIC Contract (if applicable) giving rise to such Claim.

D. Payment of Permitted Administrative Expense Claims.

Promptly following FGIC's determination that all of an Administrative Expense Claim is Permitted, FGIC shall pay in Cash such Claim pursuant to FGIC's normal business practices. If a portion of an Administrative Expense Claim is disputed, FGIC shall have no obligation to pay any portion of such Administrative Expense Claim unless and until the Claim is Permitted pursuant to Section 4.6 hereof. Promptly following the date, and to the extent, such Administrative Expense Claim is Permitted pursuant to Section 4.6 hereof, FGIC shall pay in Cash the Permitted Administrative Expense Claim pursuant to FGIC's normal business practices.

E. Payment of Permitted Policy Claims and Late-Filed Claims.

Promptly following FGIC's determination that all or part of a Policy Claim or Late-Filed Claim is Permitted, FGIC shall pay such Claim pursuant to the Restructured Policy Terms. With respect to each payment, FGIC shall indicate to the applicable Policyholder the Policy Claim or Late-Filed Claim to which such payment relates. Payments with respect to a Permitted Policy Claim or Late-Filed Claim consisting of both principal and interest payments insured by the related Policy shall be applied by the holder of such Permitted Policy Claim or Late-Filed Claim against principal and interest amounts pursuant to the applicable terms (if any) of the related Transaction Documents. ~~If a portion of a Policy Claim is disputed, FGIC shall have no obligation to pay any portion of such Policy Claim unless and until the Claim is Permitted pursuant to Section 4.6 hereof.~~ Promptly following the date, and to the extent, such Policy Claim or Late-Filed Claim is Permitted pursuant to Section 4.6 hereof, FGIC shall pay the Permitted Policy Claim or Late-Filed Claim pursuant to the Restructured Policy Terms.

F. Payment of Permitted Non-Policy Claims ~~and Late-Filed Claims~~.

Promptly following FGIC's determination that all of a Non-Policy ~~Claim or Late-Filed Claim~~ is Permitted, FGIC shall pay such Claim its pro rata portion of Cash that is available for distribution to Non-Policy Claims ~~or Late-Filed Claims~~, as applicable. If a portion of a Non-Policy ~~Claim or Late-Filed Claim~~ is disputed, FGIC shall have no obligation to pay any portion of such Claim unless and until the Claim is Permitted pursuant to Section 4.6 hereof. Promptly following the date, and to the extent, such Non-Policy Claim ~~or Late-Filed Claim~~ is Permitted pursuant to Section 4.6 hereof, FGIC shall pay the Permitted Claim its pro rata portion of Cash that is available for distribution to Non-Policy Claims ~~or Late-Filed Claims~~, as applicable.

4.8 Alternative Resolution of Claims.

Nothing in the Plan shall limit the ability of FGIC to resolve after the Effective Date, without further Court approval, any Claim through the consensual arrangement, negotiation, execution and effectuation of an amendment, restructuring, reinsurance, refinancing, purchase, repurchase, termination, settlement, commutation, tender, synthetic commutation or tear-up or any similar transaction that results in the extinguishment or reduction of FGIC's liability, in respect of (i) all or part of any Policy, (ii) all or part of the underlying obligation or obligations insured by any such Policy or (iii) the underlying Instrument, contract or arrangement, if any,

giving rise to such Claim (each of (i), (ii) and (iii), an “Alternative Resolution”), subject to the following requirements:

(a) FGIC shall determine in its reasonable business judgment that the Alternative Resolution is fair and equitable to the interests of the Policyholders generally and not reasonably likely to result in a reduction of the CPP; and

(b) FGIC shall comply with the notice requirements of clause (i) of Section 7.10(d) hereof.

4.9 Setoffs.

Except to the extent otherwise specified in the Plan, FGIC may set off in whole or in part against any Permitted Claim or any distribution to be made under the Plan on account of such Permitted Claim, all amounts FGIC reasonably determines to be owed to it under Causes of Action that FGIC may have against the holder of such Permitted Claim that are not otherwise waived, released or compromised pursuant to the Plan. Neither the failure to effect such a setoff nor the determination that any Claim is Permitted shall constitute a waiver or release by FGIC of any such Causes of Action, notwithstanding any compulsory counterclaim rules or requirements to the contrary.

4.10 Certain Claims Not Permitted.

A Permitted Claim shall not include any (i) interest on such Claim to the extent accruing or maturing on or after the Commencement Date, (ii) interest on the amount of any interest, principal or other amounts payable in respect of an insured obligation, which was the subject of a Permitted Policy Claim and satisfied with DPO rather than Cash pursuant to Section 2.3 hereof, (iii) punitive, consequential, special or exemplary damages, (iv) fine, penalty, tax or forfeiture, including default or penalty interest or interest on interest purported to be imposed on the Claim or on the related insured obligation, if any, (v) payment obligation of FGIC or underlying obligation or risk of loss insured by FGIC that has, in either case, been released, satisfied, terminated, commuted, novated or otherwise extinguished (pursuant to the Plan or otherwise),

~~(vi)~~ (vi) award or reimbursement of attorneys’ fees or related expenses or disbursements on, or in connection with, any Claim, except for any indemnity pursuant to Section 7.5 hereof,

~~(vii)~~ (vii) amount payable in respect of the termination of a CDS or other swap agreement in contravention of Section 7.8(d) hereof (whether calculated on the basis of “Market Quotation,” “Loss,” “Close-out Amount” or other methodologies), or (viii) any ~~Claim or portion thereof of a Claim~~ Claim that is a Duplicate Claim ~~or (ix) any Claim or portion thereof arising directly or indirectly from any of the foregoing.~~

4.11 Address or Account for Delivery of Plan Distributions/Unclaimed Distributions.

Any distributions made under the Plan to a holder of a Permitted Claim shall be made at the address or account of such holder as set forth on the Proof of Claim or Proof of Policy Claim Form submitted by such holder, as applicable. If any distribution under the Plan is returned as undeliverable, FGIC shall use reasonable efforts to determine the current address of such holder, but no distribution to such holder shall be made unless and until FGIC has determined the then-

current address of such holder, at which time such distribution shall be made to such holder without interest from the original distribution date through the new distribution date; *provided* that if the current address of such holder remains unknown for long enough for such distribution to become abandoned property pursuant to then-applicable law, such undeliverable distribution shall become abandoned property and be dealt with pursuant to then-applicable law.

4.12 Time Bar to Cash Payments.

Any checks issued in respect of Permitted Claims shall be null and void if not negotiated within one hundred and eighty (180) days after the date of issuance thereof. Requests for reissuance of any voided check shall be made directly to FGIC by the holder of the Permitted Claim to whom such check was originally issued, *provided* that such request must be made before the applicable distribution becomes abandoned property pursuant to then-applicable law.

4.13 Rights of Subrogation.

Any contractual right to subrogation that FGIC may have under or with respect to any Policy or related FGIC Contract or Transaction Document shall be for an amount equal to the Cash that FGIC ultimately pays thereunder or with respect thereto, including with respect to any Permitted Policy Claims under such Policy (including as a result of future CPP increases that may occur following any initial payment of Cash with respect to such Permitted Policy Claims), excluding any Cash payments in respect of DPO Accretion for such Policy.

ARTICLE V.

CONTRACTS AND LEASES

5.1 Treatment of Contracts and Leases.

Unless included on the Schedule of Terminated Contracts and Leases or terminated during the Rehabilitation Proceeding, all contracts and leases in existence as of the Effective Date shall continue in full force and effect after the Effective Date and any defaults thereunder shall be cured to the extent provided by the Plan. All contracts and leases listed on the Schedule of Terminated Contracts and Leases shall terminate on the Effective Date.

5.2 Inclusiveness.

Unless otherwise specified on the Schedule of Terminated Contracts and Leases, each contract and lease listed therein shall include any and all modifications, amendments, supplements, restatements or other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affects such contract or lease, without regard to whether such agreement, instrument or other document is listed on such schedule.

5.3 Bar Date for Filing Proofs of Claim Relating to Contracts and Leases Terminated Pursuant to the Plan or During the Rehabilitation Proceeding.

If a counterparty believes that termination of its contract or lease pursuant to the Plan or during the Rehabilitation Proceeding gives rise to a Claim (a "Termination Damage Claim"),

such counterparty may submit a Termination Damage Claim in the form of a Proof of Claim. All such proofs of Claim must be mailed to FGIC at 125 Park Avenue, New York, NY 10017 (Attention: General Counsel) by the Bar Date. All such Proofs of Claim not submitted as provided above by the Bar Date shall be treated as Late-Filed Claims for all purposes.

Termination Damage Claims shall be treated as Non-Policy Claims and are subject to reconciliation by FGIC pursuant to Sections 4.1 and 4.6 hereof.

ARTICLE VI.

EFFECTIVE DATE

6.1 Conditions Precedent to the Effective Date.

The Effective Date shall not occur and the Plan shall not become effective unless and until the following conditions are satisfied in full or waived pursuant to Section 6.3 hereof:

- (a) The Plan Approval Order shall have been signed;
- (b) The Plan Approval Order shall have become a Final Order;
- (c) The Court shall have approved the form of amended and restated charter, the form of amended and restated by-laws, the Novation Agreement and each CDS Commutation Agreement;
- (d) The FGIC Corp. Plan shall have become effective;
- (e) All actions, agreements, authorizations, consents, letters, opinions, instruments and other documents necessary to implement the Plan shall have been obtained, effected or executed and delivered, as applicable, in form and substance satisfactory to the Rehabilitator, and shall not have been revoked;
- (f) The Rehabilitator or FGIC shall have received from each taxing authority to which application for a ruling has been made in connection with the Plan or the FGIC Corp. Chapter 11 Case such ruling in form and substance satisfactory to the Rehabilitator in his sole discretion;
- (g) No Legal Proceeding shall have been instituted or threatened, to the knowledge of the Rehabilitator, nor shall any claim or demand have been made against the Rehabilitator, FGIC or any other Person seeking to restrain, prohibit or obtain damages with respect to the consummation of the transactions contemplated by the Plan or the FGIC Corp. Plan, and there shall not be in effect any Final Order restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby or thereby;
- (h) No actual or threatened event, circumstance, condition, fact, effect or other matter exists, to the knowledge of the Rehabilitator, that, individually or in the aggregate with any other such event, circumstance, condition, fact, effect or other matter, has had or could reasonably be expected to have, as determined by the Rehabilitator in his sole discretion, an adverse effect on

the viability or implementation of the Plan or treatment of Claims pursuant to the Plan following the Effective Date; and

(i) The Rehabilitator shall have determined in his sole discretion that, after giving effect to the Plan and transactions contemplated hereby, the purposes of the Rehabilitation will have been fully accomplished.

6.2 Notification of Effective Date.

Upon the occurrence of the Effective Date, the Rehabilitator shall file a notice with the Court and post a notice on the Policyholder Information Center indicating the occurrence of the Effective Date.

6.3 Waiver of Conditions.

Each of the conditions precedent in Section 6.1 hereof, other than Section 6.1(a), may be waived, in whole or in part, by the Rehabilitator in his sole discretion. Any such waiver(s) may be effected at any time, without notice, leave or order of the Court or any formal action.

ARTICLE VII.

EFFECT OF EFFECTIVE DATE

7.1 Discharge.

(a) Permitted Claims. Permitted Claims (irrespective of when arising, brought against FGIC or Permitted) shall be treated solely pursuant to the Plan and such treatment shall effect a full and complete release, discharge and termination of any liens or other claims, interests or encumbrances upon the FGIC Parties with respect to such Permitted Claims.

(b) Non-Permitted Claims. All liens and other claims, interests and encumbrances upon the FGIC Parties with respect to any Claim or portion thereof that is not Permitted shall be released, discharged and terminated as of the date and to the extent such Claim is ultimately determined not to be Permitted pursuant to Section 4.6 hereof.

7.2 Releases.

Effective as of the Effective Date, the FGIC Parties shall release unconditionally and forever each of (i) the NYLB, (ii) the NYSDFS, (iii) the Rehabilitator, (iv) the attorneys, agents, advisors and representatives (collectively, the "Representatives") and employees of each of the NYLB, the NYSDFS and the Rehabilitator, and any advisors retained by the Representatives of the foregoing, (v) the Representatives of FGIC and any advisors retained by any of such Representatives, in each case solely with respect to services provided on or after November 24, 2009 and (vi) those directors, officers, and employees of the FGIC Parties who served or were employed by the FGIC Parties in such capacity on or after November 24, 2009, from any and all Causes of Action based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or prior to the Commencement Date and arising from or relating to the operation of FGIC or the Rehabilitation Proceeding (including the Rehabilitation

Circumstances, the commencement of the Rehabilitation Proceeding, the preparations therefor, negotiations relating thereto, any restructuring work relating thereto and preparation of the Plan) (collectively, the “Released Causes of Action”); *provided* that the foregoing shall not affect the liability of any such Person that otherwise would result from any act or omission that is determined by a Final Order to constitute willful misconduct, gross negligence, intentional fraud, criminal conduct, intentional unauthorized misuse of confidential information that causes damages or *ultra vires* acts.

7.3 Exculpation.

Effective as of the Effective Date, each of (i) the FGIC Parties, (ii) the NYLB, (iii) the NYSDFS, (iv) the Rehabilitator, (v) the Representatives and employees of each of the FGIC Parties, the NYLB, the NYSDFS and the Rehabilitator, and any advisors retained by the Representatives of the foregoing, and (vi) directors and officers of the FGIC Parties (collectively, the “Exculpated Parties”), are exculpated from any and all Causes of Action based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or after November 24, 2009 arising out of, in connection with or otherwise relating to the Rehabilitation Proceeding (including the commencement of the Rehabilitation Proceeding, the preparation therefor, negotiations relating thereto, any restructuring work relating thereto, any Court orders sought or obtained, and the administration of the Rehabilitation Proceeding), the Disclosure Statement (including the Disclosure Statement’s formulation, negotiation, preparation and dissemination), the Plan (including the Plan’s formulation, negotiation, preparation, dissemination and approval) or any contract, instrument, document or other agreement entered into as part of or pursuant to the Plan (collectively, the “Exculpated Causes of Action”); *provided* that the foregoing shall not affect the liability of any such Person that otherwise would result from any act or omission that is determined by a Final Order to constitute willful misconduct, gross negligence, intentional fraud, criminal conduct, intentional unauthorized misuse of confidential information that causes damages or *ultra vires* acts.

7.4 No Liability for Information Provided by Trustees.

Effective as of the Effective Date, none of the Exculpated Parties shall be subject to any liability, directly or indirectly, for or in connection with (i) the completeness or accuracy of any information provided or published at any time by any corporate or other trustee or other Person or any failure of any corporate or other trustee or other Person to provide or publish at any time any information or (ii) any allocation, payment or distribution of any cash flows, recoveries, other funds, trust property or other property or proceeds, or any failure to make or pay the same, or any other action or inaction, at any time by any corporate or other trustee or other Person.

7.5 Indemnity.

(a) FGIC shall indemnify and hold harmless each of (i) the NYLB, (ii) the NYSDFS, (iii) the Rehabilitator, (iv) the respective Representatives and employees of each of the NYLB, the NYSDFS and the Rehabilitator, and any advisors retained by the Representatives of the foregoing and (v) those directors, officers and employees of the FGIC Parties who served or were employed by the FGIC Parties in such capacity on or after November 24, 2009, against any and all Losses arising from any Released Causes of Action and Exculpated Causes of Action

other than to the extent that such Losses result from any act or omission by such Person that is determined by a Final Order to constitute willful misconduct, gross negligence, intentional fraud, criminal conduct, intentional unauthorized misuse of confidential information that causes damages or *ultra vires* acts. FGIC shall use commercially reasonable efforts to obtain payment under any available insurance with respect to such indemnification.

(b) FGIC shall indemnify each Indemnified Trustee for any Losses incurred by such Indemnified Trustee arising from its compliance with the express terms and conditions of the Plan or any direction given to it by FGIC pursuant to the relevant FGIC Contract or Transaction Document (in each case, excluding Losses resulting from gross negligence or willful misconduct of such Indemnified Trustee); *provided, however*, that (i) no amounts shall be payable by FGIC pursuant to this Section 7.5(b) to any Indemnified Trustee to the extent that the same is ~~reimbursable~~ reimbursed to it under or pursuant to any of the Transaction Documents ~~and there are sufficient funds with priority under the Transaction Documents for such purpose and in respect of any amounts that are indemnified due to there being such insufficient funds the Indemnified Trustee shall take all steps necessary to enforce its right to receive any reimbursement under or pursuant to any of the Transaction Documents in respect of any amounts so indemnified by FGIC and shall pay any amounts so reimbursed to FGIC upon the Indemnified Trustee's receipt thereof~~, (ii) FGIC shall not indemnify any Indemnified Trustee for any action taken or not taken at the direction of any Person other than FGIC, (iii) for purposes of this Section 7.5(b), any Indemnified Trustee's compliance with the express terms and conditions of the Plan or of any direction given to it by FGIC pursuant to the relevant FGIC Contract or Transaction Document shall be deemed to not constitute gross negligence or willful misconduct and (iv) ~~promptly after receiving notice from~~ any Indemnified Trustee shall promptly notify FGIC of the commencement of any Legal Proceeding against such Indemnified Trustee which may result in such Indemnified Trustee's incurrance of any Loss contemplated under this Section 7.5(b); ~~FGIC may elect to assume the defense of such Legal Proceeding by providing notice of such assumption to such Indemnified Trustee~~, and in the event that (x) such Indemnified Trustee fails to promptly notify FGIC of the commencement of any such Legal Proceeding and (y) FGIC is materially adversely affected by such failure to promptly provide such notice, FGIC shall not be required under this Section 7.5(b) to indemnify such Indemnified Trustee for any such Loss relating to such Legal Proceeding. Actions taken in accordance with the Plan by any Indemnified Trustee shall be deemed not to be a violation of any provision in, or duty arising out of, any FGIC Contract or Transaction Document. ~~The indemnity provided in this Section 7.5(b) shall be deemed to satisfy for all purposes any requirement under any provisions of a FGIC Contract or Transaction Document that the Indemnified Trustee be provided with an indemnity to or for its benefit (including any requirement that such indemnity be "adequate," "sufficient," "reasonable," "acceptable" or similar terms) prior to performing any action required under the Plan, including complying with any direction given to it by FGIC pursuant to the relevant FGIC Contract or Transaction Document, and including provisions that allow the Indemnified Trustee to refrain from performing any action in the absence of such an indemnity.~~

7.6 Termination of Rehabilitation Proceeding.

The Rehabilitation Proceeding shall terminate on the Effective Date. Upon termination of the Rehabilitation Proceeding, the 1310 Order shall be lifted and FGIC shall resume

possession of its property and the conduct of its business, subject to the limitations described in the Plan.

7.7 Termination of Duties of Rehabilitator.

On the Effective Date, the Rehabilitator shall be discharged of all duties as Rehabilitator and the Rehabilitator's employees and appointed agents shall be discharged of their duties, if any, with respect to all matters related to the rehabilitation of FGIC. The Rehabilitator, the NYLB and each of their respective employees and Representatives shall have no liability for actions taken by FGIC after the Effective Date.

7.8 Injunctive Relief.

From and after the Effective Date, all Persons shall be prohibited from:

(a) commencing, continuing, advancing or otherwise prosecuting any Legal Proceeding against any Exculpated Parties with respect to the Rehabilitation Proceeding, the Rehabilitation Circumstances, any Policy Claim, any other Claim that arose or relates to the period prior to the Effective Date or any Equity Interests in existence as of the Commencement Date, in each case other than to enforce the terms of the Plan, challenge a FGIC Claim Determination or challenge FGIC's declaration of a Policy Crystallization Event;

(b) taking any steps to transfer, foreclose, sell, assign, garnish, levy, encumber, attach, dispose of, exercise or enforce purported rights in or against any claimed interest in any property or assets of FGIC with respect to, or otherwise recover or collect payment on, other than in accordance with the Plan, (i) any Policy Claim or (ii) any other Claim that arose or relates to the period prior to the Effective Date;

(c) withholding or continuing to withhold, subordinating, failing to pay, setting-off or taking similar action with respect to FGIC Payments owed (or that would have been or would be owed but for the Rehabilitation or the occurrence or existence of any of the Rehabilitation Circumstances), to the FGIC Parties under any FGIC Contract, or any Transaction Document executed in connection with the issuance of or entry into such FGIC Contract or related to such FGIC Contract or any obligations insured or covered thereby, regardless of the existence of any provisions in such FGIC Contract or Transaction Document that would or may otherwise permit such withholding, subordination, failure to pay, setting-off or similar action;

(d) (i) terminating, accelerating, liquidating, closing out, collecting on, claiming against, making any demand or delivering any notice under, or otherwise exercising or enforcing rights or remedies or taking any action under or with respect to, or attempting to terminate, accelerate, liquidate, close out, collect on, claim against, make any demand or deliver any notice under, or otherwise exercise or enforce rights or remedies or take action under or with respect to any FGIC Contract or any Transaction Document executed in connection with the issuance of or entry into such FGIC Contract or related to such FGIC Contract or any obligations insured or covered thereby, on the basis of the Rehabilitation or the occurrence or existence of any of the Rehabilitation Circumstances, regardless of the existence of any provisions in such FGIC Contract or Transaction Document that would or may otherwise permit or require such termination, acceleration, liquidation, closing out, collection, claim, demand, notice, exercise,

enforcement or action, and/or (ii) asserting a Claim as a result of any such actual or attempted early termination of any FGIC Contract, including any Claim based on the termination of a CDS or other swap agreement (whether calculated on the basis of “Market Quotation,” “Loss,” “Close-out Amount” or other methodologies) under or in relation to such FGIC Contract;

~~(i) except as expressly provided by Section 3.7 hereof, exercising or taking any (e) action to exercise, including by asserting any defense based on the Rehabilitation or the occurrence or existence of any of the Rehabilitation Circumstances, any approval, consent, direction, determination, appointment, request, voting, veto, waiver or other right that the FGIC Parties have (through the right to direct or grant or withhold consent with respect to such exercise or otherwise) (or that the FGIC Parties would have but for the Rehabilitation or the occurrence or existence of any of the Rehabilitation Circumstances) under or with respect to any FGIC Contract or any Transaction Document executed in connection with the issuance of or entry into such FGIC Contract or related to such FGIC Contract or any obligations insured or covered thereby (all rights and remedies described in this clause (i), the “FGIC Rights”); (ii) except as expressly provided by Section 3.7 hereof, failing to take, or taking any action inconsistent with, any action (or inaction) directed (whether actively or passively) to be taken pursuant to the exercise by the FGIC Parties of any FGIC Rights or (iii) failing to provide, or causing to be provided, to the FGIC Parties any notice, request or other communication or document that the FGIC Parties may have the right to receive (or that the FGIC Parties would or may have the right to receive but for the Rehabilitation or the occurrence or existence of any of the Rehabilitation Circumstances). For the avoidance of doubt, this subsection 7.8(e) shall not enjoin or restrain any trustee from exercising any remedial power in the absence of any conflicting direction from FGIC (to the extent that FGIC is entitled to give such direction) or any servicer (including any master servicer, sub-servicer or special servicer) from servicing underlying collateral, in each case to the extent permitted under and in accordance with the terms and conditions of the applicable Transaction Documents (and in each case without regard to the Rehabilitation and the occurrence or existence of any of the Rehabilitation Circumstances);~~

~~(e)~~ (c) ~~(f)~~ acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan, including any Exhibits hereto;

~~(f)~~ (f) ~~(g)~~ withholding, failing to pay, setting-off, or taking similar action with respect to any portions of reinsurance and other obligations to FGIC for reinsurance in respect of Policies that are due and owing, or would be due and owing had the Rehabilitation Proceeding not terminated, or would otherwise be due and owing in the absence of the Rehabilitation and the occurrence or existence of any of the Rehabilitation Circumstances;

~~(g)~~ (g) ~~(h)~~ seeking to acquire, acquiring or exercising voting or other corporate governance rights pursuant to or under the Preferred Stock until such time as the NYSDFS, in its sole discretion, determines such injunctive relief is no longer necessary; and

~~(h)~~ (h) ~~(i)~~ pursuing any Released Cause of Action or Exculpated Cause of Action.

Nothing in the Plan, including Section 7.8(a) hereof, shall prohibit a holder of a Claim from asserting a Claim pursuant to the Plan, other than as provided in Section 7.8(d) hereof, or preclude or impair any holder of a Permitted Claim from bringing an action in the Court against

FGIC to compel the making of distributions contemplated by the Plan on account of such Permitted Claim after such distributions shall have become due and payable pursuant to the Plan but remain unpaid by FGIC.

7.9 Preservation of Causes of Action.

Following the Effective Date, FGIC shall retain and may (but is not required to) prosecute, settle, release, compromise or enforce any and all Causes of Action not released or exculpated pursuant to the Plan. FGIC shall determine, in its sole discretion, whether to bring, settle, release, compromise or enforce any rights with respect to such Causes of Action. FGIC shall provide to the NYSDFS thirty (30) days' written notice (or such advance notice as the NYSDFS may agree to, on a case-by-case basis) before settling, releasing or compromising any Causes of Action where FGIC's claims would be expected to exceed \$25 million (or such other amount as the NYSDFS may agree to). FGIC shall obtain the written approval of the NYSDFS if any such settlement, release or compromise would result in a payment by FGIC of \$10 million (or such other amount as the NYSDFS may agree to) or more. FGIC's failure to specifically list any Cause of Action in the Disclosure Statement or the Plan does not, and will not be deemed to, constitute a waiver or release by FGIC of such Causes of Action. FGIC will retain the right to pursue such Causes of Action and, therefore, no preclusion doctrine, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches will apply to such Causes of Action. In addition, payment of a Permitted Claim (or any portion thereof) shall not preclude FGIC from pursuing any remedies at law or in equity against a Policyholder or holder of a Claim.

7.10 Limitations on Operations Following Effective Date.

From and after the Effective Date, until such time (if ever) as the NYSDFS grants written approval to remove any of the following requirements, the following shall apply to FGIC:

- (a) FGIC shall not issue any new insurance policies or guaranties or provide any new reinsurance in each case without the prior express written approval of the NYSDFS;
- (b) FGIC shall not pay any dividends, distributions or other payments to the holder of any Equity Interest on account thereof without the prior express written approval of the NYSDFS;
- (c) FGIC shall not sell, reinsure or otherwise transfer any portion of its assets and liabilities involving five percent (5%) or more of FGIC's Admitted Assets (other than investment management activities in the ordinary course of business) without the prior express written approval of the NYSDFS;
- (d) FGIC shall provide to the NYSDFS thirty (30) days' written notice (or such advance notice as the NYSDFS may agree to, on a case-by-case basis) before FGIC may (i) effectuate any Alternative Resolution pursuant to Section 4.8 hereof involving more than \$25 million (or such other amount as the NYSDFS may agree to) in total economic cost to FGIC (including not only any proposed payment by FGIC, but also any loss of value to FGIC resulting from such transaction, such as through loss of future premiums or reinsurance coverage) or

(ii) permit any Claim in an amount exceeding \$10 million (or such other amount as the NYSDFS may agree to);

(e) FGIC shall obtain the written approval of the NYSDFS if any Alternative Resolution referenced in subsection (d) of this Section 7.10 would result in a payment by FGIC of \$10 million (or such other amount as the NYSDFS may agree to) or more;

(f) Neither FGIC nor FGIC Corp. shall execute changes to its corporate governance structure, including the selection of nominees to fill director vacancies on the Board and amendment of FGIC's charter and bylaws, without the prior express written approval of the NYSDFS;

(g) FGIC shall comply with all applicable New York insurance laws and regulations;

(h) No CPP Revaluation or CPP Adjustment shall become effective until FGIC has submitted to the NYSDFS a request for approval thereof that is accompanied by evidence justifying such change, as prepared by a CPP Revaluation Firm, and a certification by FGIC's CEO that, to the best of the CEO's information and belief, such request is consistent with the Run-Off Principles, and FGIC has received the NYSDFS's express prior written approval therefor; and

(i) FGIC shall reimburse the NYSDFS for its expenses associated with its oversight of the post-Rehabilitation Proceeding run-off promptly following the request of the NYSDFS for such reimbursement.

7.11 Reporting.

A. Status of Rehabilitation.

Following the Effective Date, no later than June 1 of each year, FGIC shall file with the NYSDFS and on the Policyholder Information Center a report on the status of the Rehabilitation. Such report shall include:

(a) A report substantially in the form of the FGIC Quarterly Operating Review which has been previously published by FGIC, which shall include the information typically contained in such Operating Review and FGIC's statutory loss reserves and Admitted Assets, amount of Permitted Claims, Claims submitted that are pending but not yet Permitted and the amount of DPOs and DPO Accretion with respect to Permitted Claims, in each case as of the end of the most recent year;

(b) The status of the implementation of the Plan; and

(c) Such other information as may be requested by the NYSDFS.

B. Run-Off Projections.

From and after the Effective Date until such time (if ever) as the NYSDFS grants written approval to remove any of the following requirements, FGIC shall deliver [to the NYSDFS and post on the Policyholder Information Center](#) the following reports ~~to the NYSDFS~~:

(a) Annual reports in a format acceptable to the NYSDFS of the updated Run-Off Projections and the cash flow projections under a Base Scenario based on actual results to date, each prepared by a CPP Revaluation Firm; and

(b) Quarterly reports in a format acceptable to the NYSDFS comparing the most recent Run-Off Projections and the cash flow projections under a Base Scenario against actual results for such quarter, and informing the NYSDFS of key metrics of the post-Rehabilitation Proceeding run-off, including Claims filed, Permitted, ultimately determined not to be Permitted pursuant to Section 4.6 hereof and paid in Cash during such quarter and any contingency or loss reserves released during such quarter.

C. Other Reports.

FGIC shall comply with all reporting requirements of applicable New York insurance laws and regulations.

ARTICLE VIII.

RETENTION OF JURISDICTION

8.1 Retention of Jurisdiction.

Notwithstanding the occurrence of the Effective Date and the termination of the Rehabilitation Proceeding, the Court shall have ~~exclusive~~ jurisdiction over all matters arising out of or related to the Rehabilitation Proceeding and the Plan, including jurisdiction to:

(a) consider Claims and Equity Interests, Objections and FGIC Claim Determinations with respect thereto, and the approval, characterization, compromise, estimation or payment of Claims and Equity Interests, in each case to the extent such consideration involves the interpretation, implementation or enforcement of the Plan;

(b) enter, implement or enforce such orders and injunctions as are necessary to enforce FGIC's respective title, rights and powers, and the terms of the Plan, including as may be appropriate if the Plan Approval Order is for any reason stayed, reversed, revoked, modified or vacated, and to impose such limitations, restrictions, terms and conditions on such title, rights and powers as the Court deems necessary;

(c) take any action and issue such orders as may be necessary to enforce, implement, execute, consummate or maintain the integrity of the Plan, the Plan Approval Order or any other order of the Court, and determine all controversies, suits and disputes that may arise in connection with the foregoing;

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- (d) recover all assets and property of FGIC, wherever located;
- (e) correct any defect, cure any omission, or reconcile any inconsistency in the Plan or in any order of the Court, including the Plan Approval Order;
- (f) hear and determine disputes or issues arising in connection with the interpretation, implementation or enforcement of the Plan, the Plan Approval Order, ~~any transactions or payments contemplated by the Plan, any agreement, instrument or other document governing or relating to any of the foregoing~~ or any settlement approved by the Court;
- (g) determine any and all motions, applications, and other contested matters that may be pending before the Court on the Effective Date;
- (h) consider any amendments to or modifications of the Plan or any exhibit thereto;
- (i) ensure that all Persons (including FGIC) comply with the Plan;
- (j) hear and determine disputes or issues arising in connection with FGIC taking any action to declare a Policy Crystallization Event pursuant to Section 2.1 of the Restructured Policy Terms;
- (k) interpret, enforce and determine all questions and disputes regarding the injunctions, releases, exculpations, and indemnifications provided for in the Plan, the Plan Approval Order or the NYIL; and
- (l) determine such other matters or proceedings as may be provided for under Article 74 of the NYIL, the Plan or in any order of the Court, including the Plan Approval Order or any order that may arise in connection with the Plan, the Rehabilitation Proceeding or the Plan Approval Order.

ARTICLE IX.

MISCELLANEOUS

9.1 Effect of Plan Order.

As of the Effective Date, the Plan shall supersede the Order of Rehabilitation.

~~9.1~~9.2 Binding Effect.

The Plan shall be binding on FGIC, the holders of all Claims, the holders of Equity Interests, all other Persons and each of their respective successors and assigns, and shall apply from and after the Effective Date. No Person shall have any Claim or right against FGIC or its assets other than as provided in the Plan.

~~9.2~~9.3 Treatment in Subsequent Article 74 Proceeding.

Nothing in the Plan shall in any manner restrict actions that may be taken by any rehabilitator, liquidator or other receiver of FGIC in any subsequent proceeding under Article 74 of the NYIL.

~~9.3~~9.4 Modification.

From and after the Effective Date, only the NYSDFS may modify the Plan and only to the extent it determines necessary for the fair and equitable treatment of Policyholders in general; *provided, however*, that the NYSDFS shall obtain prior Court approval for any material modification.

~~9.4~~9.5 No Admissions.

As to Causes of Action or threatened Causes of Action, the Plan shall not constitute or be construed as an admission of any fact or liability, stipulation or waiver, but rather as a statement made in settlement negotiations. The Plan shall not be construed to be conclusive advice on the tax, securities and other legal effects of the Plan as to holders of Claims or Equity Interests.

~~9.5~~9.6 Notice to NYSDFS.

After the Effective Date, if FGIC or any Person requests that the Court hear any matter arising out of, or related to, the Rehabilitation Proceeding or the Plan, FGIC, upon making such request or receiving notice of such a request, shall promptly provide notice thereof in writing to the NYSDFS.

~~9.6~~9.7 Notice to FGIC.

After the Effective Date, if FGIC fails to comply with any of the provisions of the Plan or any FGIC Contract or Transaction Document, as modified by the Plan (as applicable), before taking any action with respect to such noncompliance, the affected Person shall provide notice to FGIC of such noncompliance and shall give FGIC the longer of (i) five (5) Business Days following FGIC's receipt of such notice and (ii) the period set forth in the applicable FGIC Contract or Transaction Document (if any) to cure any noncompliance by FGIC of an obligation it has under the Plan or such FGIC Contract or Transaction Document.

~~9.7~~9.8 Notices.

All notices, Proofs of Claim, requests, demands, Responses and other documents required or permitted to be provided under the Plan to be effective shall be in writing and, unless otherwise expressly provided herein, shall be deemed given or made when actually delivered to the following addresses:

If to the Rehabilitator:

New York Liquidation Bureau
110 William Street
New York, NY 10038
Attn: Special Deputy Superintendent
Facsimile No.: 212-341-6714

with a copy to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attn: Gary T. Holtzer Joseph
T. Verdesca
Facsimile No.: 212-310-8007

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If to FGIC:

Financial Guaranty Insurance
Company
125 Park Avenue
New York, NY 10017
Attn: General Counsel
Facsimile No.: 212-312-3221

If to NYSDFS:

New York State Department of
Financial Services
One State Street
New York, NY 10004
Attn: General Counsel
Facsimile No.: 212-709-1655

~~9.8~~9.9 Incorporation.

All exhibits to the Plan and the Plan Supplement are incorporated into the Plan by this reference and are a part of the Plan as if set forth in full herein.

~~9.9~~9.10 Headings.

The headings contained in the Plan and any Exhibit hereto, in the table of contents to the Plan, and in the Plan Supplement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Plan.

~~9.10~~9.11 Governing Law.

The Plan and all Causes of Action that may be based on, arise out of or relate to the Plan or the negotiation, execution or performance of the Plan, shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the choice of law principles of the State of New York that would require or permit the application of laws of another jurisdiction.

~~9.11~~9.12 Severability.

Without limiting the ability of the NYSDFS to modify the Plan pursuant to Section 9.3 hereof, if any provision of the Plan is determined by any court of competent jurisdiction to be unenforceable on its face, such provision shall be deemed deleted and such a determination of unenforceability shall not limit or affect the enforceability and operative effect of any other provision of the Plan; *provided, however*, that the NYSDFS may revoke the Plan, subject to Court approval, if the NYSDFS determines that the provision of the Plan that is determined by a court of competent jurisdiction to be unenforceable on its face is so material to the Plan that the Rehabilitator would have withdrawn the Plan had such determination been made prior to the Effective Date. If the NYSDFS revokes the Plan pursuant to the preceding sentence, then the Plan shall be null and void and, in such event, nothing contained herein shall be deemed to constitute a waiver or release of any claims by or against FGIC or any other Person, or to prejudice in any manner the rights of FGIC or any other Person in any further proceedings involving FGIC.

~~9.12~~9.13 Inconsistency.

In the event of any inconsistency between the Plan and the Disclosure Statement, the provisions of the Plan shall govern.

~~9.13~~9.14 Rounding.

Any amount payable by FGIC pursuant to the Plan shall be rounded up to end with the next highest whole cent.

~~9.14~~9.15 Interpretation; Application of Definitions and Rules of Construction.

For purposes of the Plan (including all Exhibits thereto), capitalized terms not defined herein (or therein) shall have the meaning ascribed to them in Exhibit A of the Plan.

Unless otherwise specified, all Section or Exhibit references in the Plan are to the respective Section in, or Exhibit to, the Plan. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained therein. Whenever the words “include,” “includes” or “including” are used in the Plan, they are deemed to be followed by the words “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” The word “or” shall be construed to have the same meaning as and effect as the inclusive term “and/or.” The word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if.” Unless otherwise specified, all references to “days” (other than “Business Days”) shall mean calendar days. A term used herein that is not defined herein shall have the meaning ascribed to that term in the NYIL. Words denoting the singular number shall include the plural number and vice versa, as appropriate, and words denoting one gender shall include the other gender and the neuter and words denoting the neuter shall include any applicable gender. Unless otherwise provided herein, in the event that a particular term of the Plan (including any exhibits hereto) conflicts with a particular term of the definitive documentation required to be implemented pursuant to the terms of the Plan or any settlement or other agreement contemplated hereunder, the definitive documentation shall control and shall be binding on the parties thereto only if the definitive documentation expressly states that the terms thereof control over any terms of the Plan. Unless the context requires otherwise, any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth therein).

Any reference in the Plan to FGIC taking any action during the Rehabilitation Proceeding shall be deemed to refer to the Rehabilitator, as receiver of FGIC, if such action is taken prior to the Effective Date.

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~~9.15~~9.16 Entire Plan.

The Rehabilitator intends that all the terms set forth in this Plan constitute a complete, final and exclusive expression of the Plan and supersede any prior or contemporaneous oral or written agreements, drafts, proposed agreements, negotiations and discussions with respect to the subject matter hereof.

Dated: ~~September~~September
, 2012 New York,
New York

Peter A. Giacone
*Chief Financial Officer and Agent of the
Superintendent of Financial Services of the
State of New York, as Rehabilitator of
Financial Guaranty Insurance Company*

Exhibit A

Definitions

DEFINITIONS

For purposes of the Plan (including all exhibits thereto) the following terms shall have the meanings set forth below.

“1310 Order” means that certain order issued by the New York Insurance Department on November 24, 2009 pursuant to Section 1310 of the NYIL, as supplemented on March 25, 2010.

“Adjusted CPP” means, as of a date of determination, the CPP, after giving effect to all CPP Adjustments through and including such date.

“Adjusted FGIC Payments” has the meaning ascribed to such term in Section 1.4(B) of the Restructured Policy Terms.

“Administrative Expense Claim” means any Claim (i) for actual and necessary costs and expenses of administration incurred by the Rehabilitator during the Rehabilitation Proceeding or (ii) for indemnification pursuant to Section 7.5 of the Plan.

“Admitted Assets” has the meaning ascribed to such term in Section 1301 of the NYIL.

“Aggregate Cash Payments Amount” means, with respect to a Policy as of a date of determination, the sum of (i) the aggregate amount paid in Cash by FGIC with respect to such Policy (other than any DPO Accretion Payment Amount) from and after the Effective Date through such date and (ii) the aggregate amount of Deemed Cash Payments with respect to such Policy through such date.

“Aggregate Claims Amount” means, with respect to a Policy on a date of determination, the amount of all Permitted Policy Claims under such Policy as to which one or more Cash payments or Deemed Cash Payments have been made by FGIC on or prior to such date.

“Aggregate DPO Accretion Amount” means the sum of the DPO Accretion Amounts for all Policies as of the date of determination.

“Alternative Resolution” has the meaning ascribed to such term in Section 4.8 of the Plan.

“Bar Date” has the meaning ascribed to such term in Section 4.4(A) of the Plan.

“Base Scenario” means FGIC’s then-current expectation of future Claims, investment performance, recoveries, financial markets and other factors of relevance to CPP Revaluations based on circumstances, events and projections that FGIC anticipates are reasonably likely to occur.

“Board” means the board of directors of FGIC following the Effective Date.

“Business Day” means any day other than a Saturday, a Sunday, or any other day on which banking institutions in New York, New York are required or authorized to close by law or executive order.

“Cash” means (i) legal tender of the United States of America payable in immediately available funds, such as a wire transfer, bank or cashier’s check and (ii) with respect to payment under a Policy, the currency required for payments under and pursuant to such Policy, or if no currency is specified in such Policy, legal tender of the United States of America.

“Causes of Action” means, without limitation, any and all claims, rights, actions, demands, proceedings, causes of action, liabilities, obligations, suits, debts, remedies, dues, sums of money, accounts, defenses, affirmative defenses, rights of setoff, offset, powers, privileges, licenses, franchises, third-party claims, counterclaims, cross-claims, actions for declaratory or injunctive relief, suits and other rights of recovery, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages or judgments against or with respect to any Person or property, wherever located, of any nature whatsoever, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, secured or unsecured, foreseen or unforeseen, asserted or unasserted or pending as of the Effective Date, whether direct, indirect, derivative or on any other basis, whether existing or hereafter arising, whether arising in whole or in part prior to, on or after the Commencement Date, based in whole or in part upon any act or omission or other event occurring prior to the Commencement Date or during the course of the Rehabilitation Proceeding or thereafter, in contract or in tort, at law or in equity, whether pursuant to any federal, state, local, statutory or common law or any other law, rule or regulation, or under any theory of law or equity, including any available: (i) rights of setoff, counterclaim, recoupment, replevin or reclamation, or claims on contracts or for breaches of duties imposed by law, and (ii) claims, causes of action or defenses against any Person, including for intentional or negligent misrepresentation, fraud, mistake, duress and usury, breach of fiduciary duty, malpractice, negligence, breach of contract, wrongful distribution, aiding and abetting or inducement.

“CDS” means a credit default swap.

“CDS Commutation Agreements” means the commutation, termination, settlement and/or release agreements contained in the Plan Supplement or otherwise approved by the Court prior to the Effective Date.

“CEO” means the Chief Executive Officer of FGIC.

“Claim” means (i) any right to payment from FGIC, whether or not such right is known or unknown, reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and regardless of when such right arises or (ii) any right to an equitable remedy against FGIC for breach of performance if such breach gives rise to a right of payment, whether or not such right to an equitable remedy is known or unknown, reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured, and regardless of when such right arises.

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“Claims Resubmission Deadline” has the meaning ascribed to such term in Section 4.3(A) of the Plan.

“Commencement Date” means June 28, 2012, the date on which the Honorable Doris Ling-Cohan of the Court signed the Order of Rehabilitation.

“Court” means the Supreme Court of the State of New York, New York County, or any appellate court having jurisdiction over orders or judgments of the Supreme Court of the State of New York, New York County.

“CPP” means, as of a date of determination, the Cash payment percentage for Permitted Policy Claims in effect as of such date.

“CPP Adjustment” means any CPP Upward Adjustment or CPP Downward Adjustment.

“CPP Downward Adjustment” has the meaning ascribed to such term in Section 1.5(C) of the Restructured Policy Terms.

“CPP Revaluation” has the meaning ascribed to such term in Section 1.5 of the Restructured Policy Terms.

“CPP Revaluation Filing” has the meaning ascribed to such term in Section 1.5(C) of the Restructured Policy Terms.

“CPP Revaluation Firm” has the meaning ascribed to such term in Section 1.5(B) of the Restructured Policy Terms.

“CPP Upward Adjustment” has the meaning ascribed to such term in Section 1.5(C) of the Restructured Policy Terms.

“Deemed Cash Payments” means, for any Policy, any Cash payments that would have been paid at any time by FGIC in respect of such Policy (other than any DPO Accretion Payment Amount) but for the existence of one or more unpaid FGIC Payments.

“Disclosure Statement” means the Disclosure Statement for Plan of Rehabilitation for Financial Guaranty Insurance Company filed with the Court on September 27, 2012, including all exhibits thereto, as the same may be revised, supplemented or otherwise modified from time to time.

“Disputed Claim” means a Claim as to which (i) an Objection is raised, which has not been resolved or withdrawn or (ii) a FGIC Claim Determination is made, which has not been resolved, withdrawn or overruled by a Final Order.

“DPO” means, with respect to a Policy as of a date of determination, an amount, as may be adjusted pursuant to the Plan, equal to the Aggregate Claims Amount minus the Aggregate Cash Payments Amount, in each case for such Policy as of such date.

“DPO Accretion” has the meaning ascribed to such term in Section 1.3(A) of the Restructured Policy Terms.

“DPO Accretion Amount” means the aggregate amount of DPO Accretion accrued with respect to a Policy prior to the date of determination minus any DPO Accretion Payment Amounts previously paid with respect to such Policy.

“DPO Accretion Payable Amount” means, as of the date of determination, the product of (i) Excess Cash and (ii) the DPO Accretion Payable Percentage.

“DPO Accretion Payable Percentage” means, as of the date of determination, the percentage obtained by dividing (i) the Aggregate DPO Accretion Amount as of such date by (ii) the sum of (a) the Aggregate DPO Accretion Amount as of such date, (b) the DPO for Policy Claims that were Permitted on or prior to such date and (c) the DPO for Policy Claims projected to be Permitted in a Stress Scenario after such date through the remainder of the Run-Off Period.

“DPO Accretion Payment Amount” means, with respect to a Policy as of the date of determination, the product of (i) the then-current DPO Accretion Payable Amount and (ii) the quotient obtained by dividing the then-current DPO Accretion Amount for such Policy by the then-current Aggregate DPO Accretion Amount.

“DPO Payment Date” means the tenth (10th) Business Day following any date on which a CPP Upward Adjustment shall become effective.

“Duplicate Claim” means a Claim that, in whole or in part, is the subject of another Claim previously submitted to FGIC, including a Policy Claim for which the payment obligation of FGIC under the provisions of the underlying Instrument or contract giving rise to such Claim or the underlying risk of loss insured pursuant to the provisions of the FGIC Contract or Transaction Document giving rise to such Claim, in whole or in part, is the subject of another Claim previously submitted to FGIC and including any portion of an Undercollateralization Claim ~~or any portion thereof~~ that has already been submitted to FGIC as part of another Undercollateralization Claim.

“Effective Date” means the first Business Day on which all conditions to effectiveness set forth in Section 6.1 of the Plan have been satisfied or have been waived pursuant to Section 6.3 of the Plan.

“Equalization Adjustment” has the meaning ascribed to such term in Section 1.5(C) of the Restructured Policy Terms.

“Equity Interests” means the interests of any holders of equity securities of FGIC represented by any issued and outstanding shares of stock or other Instrument evidencing any ownership interest in FGIC, whether or not transferable, or any option, warrant, or right, contractual or otherwise, to acquire such interest. For the avoidance of doubt, Equity Interests shall include all classes and types of stock, including the Preferred Stock, issued by FGIC.

“Estimated Payment Obligations” has the meaning ascribed to such term in Section 2.2 of the Restructured Policy Terms.

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“Estimated Payment Schedule” has the meaning ascribed to such term in Section 2.2 of the Restructured Policy Terms.

“Excess Cash” means, as of the date of determination, the amount of Cash calculated in connection with a CPP Revaluation that would be available after accounting for, without limitation, (i) the Cash needed to make payments based on the then-current CPP with respect to all Policy Claims that were (a) Permitted on or prior to such date and (b) projected to be Permitted in a Stress Scenario from and after such date through the remainder of the Run-Off Period, (ii) certain operating expenses and (iii) the Minimum Cash Buffer, to make payments with respect to (x) the Aggregate DPO Accretion Amount as of such date, (y) the DPO for Policy Claims that were Permitted on or prior to such date and (z) the DPO for Policy Claims projected to be Permitted in a Stress Scenario from and after such date through the remainder of the Run-Off Period.

“Exculpated Causes of Action” has the meaning ascribed to such term in Section 7.3 of the Plan.

“Exculpated Parties” has the meaning ascribed to such term in Section 7.3 of the Plan.

“FGIC” means Financial Guaranty Insurance Company, a New York stock insurance corporation.

“FGIC Claim Determination” has the meaning ascribed to such term in Section 4.6 of the Plan.

“FGIC Contract” means any Policy, contract or other Instrument to which the FGIC Parties are parties or by which the FGIC Parties are bound.

“FGIC Corp.” means FGIC Corporation, a Delaware corporation.

“FGIC Corp. Chapter 11 Case” means the case under chapter 11 of title 11 of the United States Code commenced by FGIC Corp. on August 3, 2010, in the United States Bankruptcy Court for the Southern District of New York and styled *In re FGIC Corporation*, chapter 11 case No. 10-14215 (SMB), together with any Legal Proceeding brought (or sought to be brought) at any time by any Person that relates in any manner to such chapter 11 case, in each case together with any appeals thereto.

“FGIC Corp. Court” means the United States Bankruptcy Court for the Southern District of New York or any other court of the United States having jurisdiction over the FGIC Corp. Chapter 11 Case.

“FGIC Corp. Plan” means the Chapter 11 Plan of Reorganization of FGIC Corporation confirmed by the FGIC Corp. Court on April 23, 2012.

“FGIC CP” means FGIC Credit Products LLC, a Delaware limited liability company.

“FGIC Direct Claim” means any and all Causes of Action relating in any manner to any Instrument, Transaction Document or Policy that FGIC at any time may have, is pursuing or may

pursue, in each case on its own behalf (and not on behalf of any trust), including (i) the Causes of Action asserted in the pending RMBS lawsuits listed on Exhibit C of the Plan, (ii) any Cause of Action as third party beneficiary or pursuant to a direct Cause of Action it may have under a FGIC Contract or Transaction Document and (iii) other Causes of Action of a similar nature that FGIC has already brought or asserted, or may in the future bring or assert, on its own behalf against any Person (and not on behalf of any trust).

“FGIC Parties” means FGIC and/or FGIC CP.

“FGIC Payment Deficiency” has the meaning ascribed to such term in Section 1.4(B) of the Restructured Policy Terms.

“FGIC Payment Excess” has the meaning ascribed to such term in Section 1.4(B) of the Restructured Policy Terms.

“FGIC Payment Payor” means (i) with respect to any Policy for which the Policy Payee thereunder is acting as trustee or in a similar capacity (a) the Policy Payee, (b) any other Person acting under the direction, supervision or administration of such Policy Payee and (c) the obligor or obligors under such Policy or related Transaction Documents on whose behalf such Policy Payee is required to make FGIC Payments relating to such Policy or (ii) for any other Policy, the Policy Payee thereunder.

“FGIC Payments” means, for any Policy, (i) all premiums, fees or other charges, (ii) all expense reimbursements and (iii) the then-current CPP multiplied by the amount of all recoveries, reimbursements, settlements and other amounts, in each case payable to the FGIC Parties, or which the FGIC Parties otherwise have a right to receive or recover, or which would be payable to the FGIC Parties, or which the FGIC Parties would otherwise have a right to receive or recover (other than proceeds of Trust Loan Repurchase Obligations, which shall be subject to application and distribution solely in accordance with Sections 3.7(a)(iii) and 3.7(b)(iv) of the Plan), in each case at any time under the terms of or in connection with such Policy or any related Transaction Document, as if (x) the Plan, including the Policy Restructuring and Section 3.5 of the Plan, had been in effect at all times from and after the issuance of the 1310 Order and (y) FGIC had at all times paid Policy Claims in full in Cash. Notwithstanding the foregoing, (i) the term “FGIC Payments” shall not include any of the foregoing to the extent arising solely under FGIC Direct Claims, including amounts arising under FGIC Direct Claims that are received by a trust, Policyholder or FGIC Payment Payor, which amounts to the extent received by a trust, Policyholder or FGIC Payment Payor shall be payable in accordance with the terms and conditions of the relevant Transaction Documents and as if the Plan, including the Policy Restructuring and Section 3.5 of the Plan, had been in effect at all times from and after the issuance of the 1310 Order and FGIC had at all times paid Policy Claims in full in Cash and (ii) with respect to Policies as to which FGIC paid one or more Policy Claims in full prior to the 1310 Order but has not been reimbursed in full for such payment(s), the “then-current CPP” for purposes of the preceding sentence shall be 100% until such time as FGIC has been reimbursed in full for such payment(s), after which time the “then-current CPP” for such Policies for purposes of the preceding sentence shall be the CPP determined in accordance with the Plan and in effect at the time of determination.

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“FGIC Rights” has the meaning ascribed to such term in Section 7.8(e) of the Plan.

“Final CPP Revaluation” has the meaning ascribed to such term in Section 1.5(E) of the Restructured Policy Terms.

“Final Order” means an order or judgment of a court of competent jurisdiction entered on the docket maintained by the clerk of such court that has not been reversed, vacated or stayed and as to which (i) the time to appeal, petition for *certiorari* or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for *certiorari* or other proceedings for a new trial, reargument or rehearing shall then be pending, or (ii) if an appeal, writ of *certiorari*, new trial, reargument or rehearing thereof has been sought, (a) such order or judgment shall have been affirmed by the highest court to which such order was appealed, leave to appeal or *certiorari* shall have been denied or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such order or otherwise been dismissed with prejudice, and (b) the time to take any further appeal, petition for *certiorari*, or move for a new trial, reargument or rehearing shall have expired; *provided, however*, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, Rule 5015 of the New York Civil Practice Law and Rules, or any analogous rule, may be filed relating to such order shall not prevent such order from being a Final Order.

“First Payment Date” has the meaning ascribed to such term in Section 1.3(A) of the Restructured Policy Terms.

“Governmental Body” means any government or governmental or regulatory body thereof, or political subdivision thereof, whether foreign, federal, state or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

“Indemnified Trustee” means any of (i) a Trustee or any other indenture trustee (or other similar trustee) who is the named insured in respect of a Policy issued by FGIC, (ii) a trustee who holds a security interest in a Policy issued by FGIC, or (iii) a trustee of a trust which has issued Instruments that have the benefit of a Policy issued by FGIC; *provided*, that a trustee in respect of an Instrument constituting a reference obligation under a swap agreement between a holder of such Instrument and FGIC CP, with respect to which swap agreement the obligations of FGIC CP thereunder are insured by a Policy issued by FGIC, shall not be considered an “Indemnified Trustee” by virtue of such arrangement.

“Initial Payment Date” has the meaning ascribed to such term in Section 1.1(B) of the Restructured Policy Terms.

“Instrument” means a single class of securities, obligations or other instruments.

“Late-Filed Claim” means a Claim that has not been submitted in compliance with the applicable deadline for asserting such Claim set forth in the Plan.

“Legal Proceeding” means any judicial, administrative or arbitral action, suit, mediation, investigation, inquiry, proceeding or claim (including counterclaims) by or before any Governmental Body.

“Loss” means any liability, obligation, loss, cost, expense, penalty or fine whenever arising or incurred (including amounts paid in settlement, costs of investigation and reasonable attorneys’ and other professionals’ fees and expenses).

“Minimum Cash Buffer” means, as of a date of determination, an amount equal to the greater of (i) 1% of Policy Claims projected to be Permitted in a Stress Scenario and (ii) \$100 million, as may be amended pursuant to the provisions of Section 1.5 of the Restructured Policy Terms.

“Minimum Surplus Position” means, as of a date of determination, the greater of (i) \$65 million and (ii) the minimum amount of statutory capital and surplus required to be held by New York domiciled financial guaranty insurance companies licensed to transact only financial guaranty insurance under the NYIL as of such date.

“National Public” means National Public Finance Guarantee Corporation, a New York stock insurance corporation.

“Non-FGIC Payor” has the meaning ascribed to such term in Section 4.7(B) of the Plan.

“Non-Policy Claim” means any Claim other than an Administrative Expense Claim, a Late-Filed Claim, a Policy Claim or a Secured Claim.

“Novation Agreement” means that certain agreement dated September 14, 2012 by and between FGIC and National Public.

“NYIL” means Chapter 28 of the Consolidated Laws of the State of New York.

“NYLB” means the New York Liquidation Bureau.

“NYSDFS” means the New York State Department of Financial Services.

“NYSDFS Guidelines” means any guidelines or further directions the NYSDFS may (but is not obligated to) issue to FGIC and/or other Persons from and after the Effective Date as may be necessary or appropriate in its sole and absolute discretion to carry out the purposes and effects of the Plan.

“Objection” has the meaning ascribed to such term in Section 4.6 of the Plan. “Objection

Deadline” has the meaning ascribed to such term in Section 4.6 of the Plan.

“Order of Rehabilitation” means the order of rehabilitation placing FGIC into the Rehabilitation Proceeding signed by the Honorable Doris Ling-Cohan of the Court on June 28, 2012.

“Order to Show Cause” means the order to show cause signed by the Honorable Doris Ling-Cohan of the Court on June 11, 2012 in the Rehabilitation Proceeding.

“Overpaid Policy” has the meaning ascribed to such term in Section 1.5(C) of the Restructured Policy Terms.

“Permitted” means, with respect to a Claim, determined by FGIC pursuant to the Plan (including the reconciliation procedures set forth in Section 4.6 of the Plan) or by Final Order to be allowed, in whole or in part, but solely to the extent of the amount determined to be allowed. ~~No Claim or portion thereof shall be Permitted until all disputed portions thereof are resolved pursuant to Section 4.6 of the Plan.~~

“Person” means an individual, partnership, corporation, limited liability company, cooperative, trust, estate, unincorporated organization, association, joint venture, government unit or agency or political subdivision thereof or any other form of legal entity or enterprise.

“Plan” means the Plan of Rehabilitation for Financial Guaranty Insurance Company, dated September 27, 2012, including all Exhibits thereto (including the Restructured Policy Terms) and the documents contained in the Plan Supplement, in each case, as the same may be revised, supplemented or otherwise modified from time to time.

“Plan Approval Order” means an order of the Court approving the Plan in form and substance acceptable to the Rehabilitator in his sole discretion.

“Plan Supplement” means the set of documents filed with the Court in one or more compendiums, which are relevant to implementation of the Plan, including (a) forms of amended and restated charter and by-laws of FGIC, (b) the Schedule of Terminated Contracts and Leases, (c) the CDS Commutation Agreements (terms and conditions of which may be redacted in the copies so filed), (d) the Novation Agreement and (e) the Proof of Policy Claim Form.

“Policy” means any financial guaranty insurance policy, surety bond or other insurance policy or contract issued or assumed at any time by FGIC, but excluding in all cases reinsurance and retrocession contracts.

“Policy Claim” means any Claim under the express terms of a Policy, whether arising (or projected to arise) prior to, on or at any time after the Effective Date, for losses incurred.

“Policy Crystallization Event” has the meaning ascribed to such term in Section 2.1 of the Restructured Policy Terms.

“Policy Crystallization Event Effective Date” has the meaning ascribed to such term in Section 2.1 of the Restructured Policy Terms.

“Policy Crystallization Event Notice” has the meaning ascribed to such term in Section 2.1 of the Restructured Policy Terms.

“Policyholder” means for each Policy the holder of such Policy as set forth therein.

“Policyholder Information Center” shall mean FGIC’s website (www.fgic.com), www.fgicrehabilitation.com or such other means of making available to Policyholders

information and documentation regarding the Plan and treatment of Policies and Policy Claims thereunder as the NYSDFS may from time to time approve.

“Policy Payee” means, with respect to any Policy, the Person to whom FGIC is contractually obligated to make any payment of Claims under such Policy; *provided* that the term “Policy Payee” shall refer to such Person solely in its capacity as the recipient of such payment of Claims from FGIC with respect to such Policy.

“Policy Restructuring” means the restructuring of Policies contemplated by Section 3.1 of the Plan.

“Preferred Stock” means the non-cumulative redeemable preferred stock, par value \$1,000 per share, of FGIC.

“Pre-CPP Adjustment Period” has the meaning ascribed to such term in Section 1.4(B) of the Restructured Policy Terms.

“Proof of Claim” means a written statement asserting a Claim (other than a Policy Claim) that contains, among other things, the amount of the Claim and a description of the Claim, and attaches sufficient documentation to substantiate the basis of the Claim.

“Proof of Policy Claim Form” means the proof of policy claim form that will be filed as part of the Plan Supplement.

“Proposed Refinements” has the meaning ascribed to such term in Section 1.5(B) of the Restructured Policy Terms.

“Purported FGIC Loss of Rights” has the meaning ascribed to such term in Section 2.1 of the Restructured Policy Terms.

“Purported FGIC Loss of Rights Notice” has the meaning ascribed to such term in Section 2.1 of the Restructured Policy Terms.

“Rehabilitation” means the rehabilitation of FGIC pursuant to Article 74 of the NYIL as contemplated by the Plan, including (i) the commencement, prosecution and completion of the Rehabilitation Proceeding, (ii) the Policy Restructuring, the CDS Commutation Agreements, the Novation Agreement and other actions contemplated by, and other terms and conditions of, the Plan, (iii) the issuance of the Plan Approval Order, (iv) the granting of the injunctive relief set forth in the Order to Show Cause, the Order of Rehabilitation, and the Plan Approval Order, (v) the occurrence of the Effective Date, (vi) FGIC’s compliance with the Policies as restructured by the Policy Restructuring (including FGIC’s payment of only the CPP on each Permitted Policy Claim pursuant to the Plan, and on the timing and subject to the other terms and conditions set forth in the Plan, rather than amounts that would otherwise be payable, on the timing and subject to the terms and conditions that would otherwise be required, under the Policies but for the Policy Restructuring) and (vii) FGIC’s noncompliance with any provision of any Policy or any Transaction Document to the extent that such provision has been superseded by or is inconsistent with the Plan.

WFB TRUSTEE COMMENTS TO PROPOSED PLAN

“Rehabilitation-Related Default” means any default, event of default, termination event, insurer default or similar event with respect to the FGIC Parties arising (or that would arise but for the passing of time, the giving of notice or both) as a result of the Rehabilitation or any of the Rehabilitation Circumstances.

“Rehabilitation-Triggered Right” means any right or remedy under any Transaction Document that arises as a result of any Rehabilitation-Related Default.

“Rehabilitation Circumstances” means the circumstances and events, whenever arising, giving rise to the Rehabilitation Proceeding or in existence from and after, or giving rise to or at any time resulting from, issuance of the 1310 Order, including (i) the financial condition of the FGIC Parties, (ii) the grounds for the Rehabilitation Proceeding described in the Disclosure Statement, (iii) actions taken or statements made by the FGIC Parties, the NYSDFS, the Superintendent, the NYLB or any other Person in connection with or in contemplation of the 1310 Order or the Rehabilitation Proceeding, (iv) any ratings downgrade of FGIC or any affiliate thereof, (v) any failure by the FGIC Parties to pay any amount (whether due prior to the 1310 Order, the injunctive relief in the Order to Show Cause or the Order of Rehabilitation, or otherwise) and (vi) the issuance and existence of the 1310 Order.

“Rehabilitation Proceeding” means the legal proceeding currently pending before the Court governing the rehabilitation of FGIC, styled as *In the Matter of the Rehabilitation of Financial Guaranty Insurance Company*, Index No. 401265/2012, together with any appeals thereto.

“Rehabilitator” means the Superintendent of Financial Services of the State of New York, as Court-appointed rehabilitator of FGIC.

“Reinsurance Agreements” means all reinsurance and retrocession agreements (including any and all amendments, endorsements and other modifications thereof) in effect as of the Effective Date pursuant to which FGIC has at any time prior to the Effective Date ceded any risk under or relating to any Policies to any third party.

“Released Causes of Action” has the meaning ascribed to such term in Section 7.2 of the Plan.

“Representatives” has the meaning ascribed to such term in Section 7.2 of the Plan.

“Requisite Holders” means, with respect to any transaction, (i) holders of not less than the percentage of Instruments required under the express terms of the relevant Transaction Documents to direct the Trustee in such transaction to take action or (ii) in the absence of such an express percentage in such Transaction Documents, holders of at least twenty-five percent (25%) of the aggregate outstanding principal amount of such Instruments, in each case for the purposes of determining the percentage of holders, any holders that are (x) the loan originator, other responsible party or Servicer for the applicable transaction, (y) FGIC or (z) any affiliates of any of the foregoing, shall not be included in any calculation as being holders of Instruments of such transaction.

“Response” has the meaning ascribed to such term in Section 4.6 of the Plan.

“Response Deadline” has the meaning ascribed to such term in Section 4.6 of the Plan.

“Restructured Policy Terms” means the terms and conditions attached to the Plan as Exhibit B.

“RMBS” means residential mortgage-backed securities.

“Run-Off Assumptions” means (i) from the Effective Date until, but not including, the first CPP Revaluation, the assumptions used by the Rehabilitator to prepare the cash flow projections in a Stress Scenario and (ii) from and after the first CPP Revaluation, the assumptions used in the Run-Off Projections, as may be modified pursuant to Section 1.5 of the Restructured Policy Terms.

“Run-Off Data” means the data used in the Run-Off Projections, as updated pursuant to Section 1.5(B) of the Restructured Policy Terms.

“Run-Off Period” means the period commencing on the Effective Date and ending on the date on which all potential Policy Claims are expected to have matured based on the then-current Run-Off Projections.

“Run-Off Principles” means maintaining the CPP at all times at a level designed to ensure that (i) all Policyholders are treated in a fair and equitable manner, including that all holders of Permitted Policy Claims receive the same CPP of their Permitted Policy Claims and (ii) FGIC at all times has Admitted Assets in an amount not less than the Minimum Surplus Position.

“Run-Off Projections” means (i) from the Effective Date until, but not including, the first CPP Revaluation, the Rehabilitator’s cash flow projections for FGIC during the Run-Off Period based on a Stress Scenario and (ii) from and after the first CPP Revaluation, FGIC’s projections of its cash flows during the Run-Off Period based on a Stress Scenario, as may be modified pursuant to Section 1.5 of the Restructured Policy Terms.

“Schedule of Terminated Contracts and Leases” means the schedule of contracts and leases included in the Plan Supplement.

“Secured Claim” means any Claim that is secured by a lien on collateral to the extent such lien is valid, perfected and enforceable under applicable law and is not subject to avoidance and to the extent of the value of such collateral. If the value of such collateral is less than the amount of the Claim, the Claim in the amount of the deficiency in the value of the collateral shall constitute a Non-Policy Claim or Late-Filed Claim, as applicable.

“Servicer” has the meaning ascribed to such term in Section 3.7 of the Plan.

“Stress Scenario” means a non-catastrophic scenario envisioning a severe economic recession that is accompanied by (i) sharp declines in home prices and the financial markets, (ii) significant unemployment, (iii) high mortgage default rates and (iv) other negative economic indicators of potential relevance to FGIC’s insured exposures.

“Subsequent FGIC Payment” has the meaning ascribed to such term in Section 1.4(B) of the Restructured Policy Terms.

“Superintendent” means the Superintendent of Financial Services of the State of New York or his predecessor, the Superintendent of Insurance of the State of New York.

“Termination Damage Claim” has the meaning ascribed to such term in Section 5.3 of the Plan.

“Transaction Documents” means, with respect to any Policy, the related underlying Instruments, contracts, notes, indentures, trust agreements, certificates, servicing agreements, pooling agreements, collateral agreements, insurance agreements, assignments and/or other agreements, collectively.

“Trustee” means the trustee under a pooling and servicing agreement who holds the benefit of the trust fund under such pooling and servicing agreement for certificate holders or the indenture trustee under an indenture who holds a security interest in assets of an issuer of debt Instruments, in each case in respect of Instruments directly insured by FGIC.

“Trust Loan Repurchase Obligation” has the meaning ascribed to such term in Section 3.7 of the Plan.

“Undercollateralization Claim” means a Claim based on the principal amount or value of collateral securing an Instrument being less than the principal amount of such Instrument.

*WFB TRUSTEE COMMENTS
TO PROPOSED PLAN*

Exhibit B

Restructured Policy Terms

FINANCIAL GUARANTY INSURANCE COMPANY
RESTRUCTURED POLICY TERMS

The following terms and conditions (collectively, the “Restructured Policy Terms”) implement the Policy Restructuring. The Restructured Policy Terms are part of the Plan and shall, on the Effective Date, bind Policyholders, corporate and other trustees and all other Persons. Capitalized terms not defined herein shall have the meanings ascribed to them in Exhibit A to the Plan.

ARTICLE I.

CLAIMS PAYMENTS

1.1 CPP.

A. Establishment of CPP.

The initial CPP shall be set by the Rehabilitator. The CPP shall be subject to adjustment pursuant to Section 1.5 hereof.

B. Initial CPP Payment.

Promptly following FGIC’s determination that all or part of a Policy Claim is Permitted or the date (and to the extent) that a Policy Claim is Permitted pursuant to Section 4.6 of the Plan (as applicable), FGIC shall pay in Cash to the applicable Policy Payee an amount equal to the product of the then-existing CPP and the Permitted Policy Claim; *provided* that the first date for payment of Permitted Policy Claims shall be a date determined by FGIC that is no later than sixty (60) days after the Claims Resubmission Deadline (the “Initial Payment Date”). Notwithstanding the immediately preceding sentence, all Cash payments of Permitted Policy Claims by FGIC shall be subject to adjustment pursuant to Sections 1.4 and 1.5 hereof.

1.2 DPO.

The DPO for a Policy shall only be payable by FGIC when, if and to the extent provided herein and in the Plan. The DPO for a Policy, at any time, shall be (i) reduced by any amounts that (a) would have been payable to the FGIC Parties under such Policy or any related Transaction Document at such time from and after the Effective Date (in each case giving effect to Section 3.5 of the Plan), assuming that FGIC had paid all Permitted Policy Claims in full in Cash (rather than as contemplated herein) and without duplication of any DPO reductions (but without limiting any Cash offsets) pursuant to Section 1.4 or 1.5 hereof and (b) were paid to holders of any Instrument insured by such Policy, (ii) increased or reduced pursuant to Section 1.4 or 1.5 hereof and (iii) to the extent not covered by clause (i) or (ii) of this Section 1.2, otherwise reduced pursuant to the Plan (including pursuant to Section 4.7(B) thereof). For the avoidance of doubt, clause (i) of this Section 1.2 may be recalculated from time to time.

1.3 DPO Accretion.

A. Accrual of DPO Accretion.

Each Policy with an outstanding DPO shall accrue an amount based on such DPO at a rate of 3% per annum (on a daily basis on the basis of a 365-day year) ("DPO Accretion"). DPO Accretion shall be calculated using the DPO with respect to the applicable Policy as of the preceding June 30 or, with respect to the first year in which there is a DPO under such Policy and until the next June 30, the first date on or after the Effective Date that there is such DPO (the "First Payment Date"). DPO Accretion for any Policy shall commence on the First Payment Date for such Policy and continue until such time (if ever) as the DPO for such Policy is permanently reduced to zero. All DPO Accretion shall be calculated on a simple basis rather than a compound basis (*i.e.*, no DPO Accretion shall accrete based on accumulated DPO Accretion). No DPO Accretion shall be added to a DPO, but shall be recorded separately for each Policy in FGIC's books and records.

B. Payment of DPO Accretion.

FGIC shall on each DPO Payment Date, for each Policy having outstanding DPO Accretion, pay in Cash to the applicable Policy Payee the DPO Accretion Payment Amount for such Policy based on the CPP Revaluation relating to such date.

1.4 FGIC Payments.

A. Payment or Setoff of FGIC Payments.

Each FGIC Payment Payor shall pay in Cash to the FGIC Parties all FGIC Payments payable by such FGIC Payment Payor, or that would have been payable had the Plan, including the Policy Restructuring and Section 3.5 of the Plan, been in effect at all times from and after the issuance of the 1310 Order, when due under the applicable Policy or any related Transaction Document, or if such FGIC Payment would have been due prior to the Effective Date, by the fifth Business Day following the Effective Date.

If FGIC determines in good faith that, notwithstanding the requirements of the foregoing paragraph, all or a portion of any FGIC Payment has not been paid to the FGIC Parties in accordance with such paragraph, then, in addition to any other rights or remedies that FGIC may have, Cash payments that would otherwise be payable by FGIC in respect of the applicable Policy shall be reduced by the amount of such unpaid FGIC Payment. The DPO for that Policy shall be reduced at the time of FGIC's determination that all or a portion of a FGIC Payment was not paid in accordance with such paragraph by the amount of such unpaid FGIC Payment, but thereafter shall be increased to the extent that Cash payments in respect of that Policy are reduced pursuant to the preceding sentence.

To the extent FGIC reduces the amount of a Policy Claim that is Permitted by the amount of a FGIC Payment, then such FGIC Payment shall not be subject to the prior two paragraphs.

B. Effect of CPP Adjustments on FGIC Payments.

Within a commercially reasonable time after each CPP Adjustment, FGIC shall take the applicable actions set forth in clauses (i) through (iv) below.

(i) FGIC shall determine, on a Policy-by-Policy basis, the FGIC Payments that would have been payable to the FGIC Parties as set forth in Section 1.4(A) during the period from and including the Effective Date to and including the date of the CPP Adjustment (the “Pre-CPP Adjustment Period”) had FGIC paid all Permitted Policy Claims during the Pre-CPP Adjustment Period based on the Adjusted CPP (such amount with respect to a Policy, the “Adjusted FGIC Payments”);

(ii) If the Adjusted FGIC Payments for a Policy exceed the FGIC Payments for that Policy payable (whether or not actually paid) by a FGIC Payment Payor to the FGIC Parties during the Pre-CPP Adjustment Period, then (a) FGIC shall promptly notify the applicable Policy Payee and the amount of such excess (a “FGIC Payment Deficiency”) shall reduce any subsequent Cash payments that otherwise would be payable by FGIC in respect of that Policy (until the amount so reduced equals such FGIC Payment Deficiency) and (b) the DPO for that Policy shall be reduced by the amount of the FGIC Payment Deficiency at the time of FGIC’s determination of such amount, but thereafter shall be increased to the extent that Cash payments in respect of that Policy are reduced pursuant to the preceding subclause (a);

(iii) If the FGIC Payments payable (whether or not actually paid) by a FGIC Payment Payor to the FGIC Parties during a Pre-CPP Adjustment Period exceed the Adjusted FGIC Payments for such Policy, then FGIC shall promptly notify the related Policy Payee and the amount of such excess (a “FGIC Payment Excess”) shall (a) offset any reductions to subsequent Cash payments by FGIC in respect of that Policy (until the amount so offset equals such FGIC Payment Excess) and (b) reduce the DPO for that Policy; and

(iv) If a FGIC Payment for a Policy becomes payable (whether or not actually paid) by any FGIC Payment Payor after determination of a FGIC Payment Excess or FGIC Payment Deficiency for such Policy but prior to any subsequent CPP Adjustment (each, a “Subsequent FGIC Payment”), FGIC shall recalculate the FGIC Payment Excess or FGIC Payment Deficiency taking into account the Subsequent FGIC Payment; *provided* that any such recalculated FGIC Payment Deficiency or FGIC Payment Excess shall give effect to any reductions pursuant to clauses (ii)(a) or (iii)(a) above that occurred prior to such recalculation as a result of the FGIC Payment Deficiency or FGIC Payment Excess that is the subject of such recalculation.

For purposes of clauses (i) through (iv) of this Section 1.4(B), FGIC shall give effect to all other calculations that are required to be made, or actions that are required to be taken, pursuant to Section 1.5 hereof in connection with the applicable CPP Adjustment. The provisions of this Section 1.4(B) shall not apply to FGIC Payments allocable to Policy Claims that were paid in full prior to November 24, 2009.

1.5 CPP Revaluations.

FGIC shall re-evaluate the CPP pursuant to the procedures set forth below to determine whether, consistent with the Run-Off Principles, the CPP should remain the same or be adjusted upward or downward (each, a “CPP Revaluation”). All CPP Revaluations shall require review and approval by the Board.

A. Frequency of CPP Revaluations.

Commencing in 2014, FGIC shall conduct a CPP Revaluation on an annual basis by June 30 of each year (or as soon as practicable thereafter) based on Run-Off Data as of the end of the preceding calendar year. In addition, if FGIC receives within six (6) months after the effective date of a CPP Revaluation or the Effective Date Cash recoveries aggregating \$100 million or more than the related Cash recovery amounts, if any, projected in the Run-Off Projections underlying such CPP Revaluation, the Board shall determine whether to cause FGIC to (i) update such CPP Revaluation by giving effect to the full amount of such Cash recoveries (but without updating or otherwise changing any of the Base Scenario, Stress Scenario, Run-Off Projections, Run-Off Data, Minimum Cash Buffer or Run-Off Assumptions used in connection with such CPP Revaluation) and calculate a CPP Upward Adjustment based on the results of such updated CPP Revaluation, which shall be approved by the Board, or (ii) conduct a new CPP Revaluation as soon as practicable thereafter. If the Board determines to update the most recent CPP Revaluation pursuant to clause (i) of the preceding sentence, (x) such updated CPP Revaluation and the related CPP Upward Adjustment shall not be subject to the provisions of Section 1.5(B) and 1.5(C)(i), except that FGIC shall make the calculations prescribed by Section 1.5(B)(iii) and (B)(iv), (y) FGIC shall provide the NYSDFS with written notice of the results of the updated CPP Revaluation and the related CPP Upward Adjustment and (z) FGIC shall not effectuate such CPP Upward Adjustment if the NYSDFS objects thereto within ten (10) days after receiving the notice described in clause (y) or such other time period to which FGIC and the NYSDFS may agree. Notwithstanding the foregoing sentences of this paragraph, FGIC shall not conduct any CPP Revaluations if the NYSDFS directs it in writing to refrain from doing so.

B. Engagement and Role of CPP Revaluation Firm.

As part of any CPP Revaluation, FGIC shall engage a qualified, independent firm acceptable to the NYSDFS (a “CPP Revaluation Firm”) to:

(i) review the then-current Base Scenario, Stress Scenario, Run-Off Projections, Run-Off Data, Minimum Cash Buffer and Run-Off Assumptions;

(ii) propose any updates, revisions, corrections or other modifications to the Base Scenario, Stress Scenario, Run-Off Projections, Run-Off Data, Minimum Cash Buffer and Run-Off Assumptions that, in the professional opinion of the CPP Revaluation Firm, are necessary or advisable to correct any errors, reflect events that have occurred or are reasonably likely to occur and ensure that the then-current CPP is set at a level consistent with the Run-Off Principles (collectively, “Proposed Refinements”);

(iii) determine, as of the date of such CPP Revaluation, (a) the amount (if any) of Excess Cash available based on the Run-Off Projections, Run-Off Data and Run-Off Assumptions giving effect to the Proposed Refinements and (b) for each Policy, the DPO Accretion Payable Amount, the DPO Accretion Payable Percentage and the DPO Accretion Payment Amount; and

(iv) recalculate the CPP based on any Excess Cash and the Run-Off Projections, Run-Off Data and Run-Off Assumptions giving effect to the Proposed Refinements.

With respect to clause (ii) of this Section 1.5(B), in reviewing the Run-Off Assumptions, the CPP Revaluation Firm shall in all instances utilize only assumptions that such firm, in its professional opinion, regards as conservative and based on such firm's view of a Stress Scenario rather than a Base Scenario. For purposes of each CPP Revaluation, the CPP Revaluation Firm shall disregard any reductions to DPO made pursuant to Section 1.4(A) and 1.4(B)(ii) hereof.

C. Adjustment to CPP.

(i) The Board shall review the results of each CPP Revaluation (including the Proposed Refinements) within thirty (30) days following completion thereof and discuss the results with the CPP Revaluation Firm and FGIC's senior management. The Board in good faith shall determine, pursuant to the Run-Off Principles, whether (a) any or all of the Proposed Refinements should be adopted in whole or in part and (b) the CPP proposed by the CPP Revaluation Firm should be adopted or otherwise whether the CPP should remain the same or be adjusted upward or downward (and if so, to what extent). If the Board determines not to adopt certain of the Proposed Refinements, the CPP Revaluation Firm shall then recalculate the CPP based on the Board's determinations as to the Proposed Refinements and shall provide an updated final report with respect to the CPP Revaluation to FGIC. FGIC shall promptly convey in writing the Board's determinations relating to the foregoing to the NYSDFS for approval (each, a "CPP Revaluation Filing"). FGIC shall include with each CPP Revaluation Filing (x) any final reports from the CPP Revaluation Firm relating to such CPP Revaluation (including any Proposed Refinements and CPP calculations), (y) a certification by FGIC's CEO that, to the best of the CEO's information and belief, the adoption or rejection of Proposed Refinements and CPP proposed by the CPP Revaluation Firm are consistent with the Run-Off Principles and (z) other information the NYSDFS may request. FGIC shall make no change to the Run-Off Data (other than corrections), Run-Off Projections, Run-Off Assumptions, Stress Scenario, Minimum Cash Buffer or CPP unless and until such change has been approved by the NYSDFS. Any such change shall become effective on the date indicated by the NYSDFS in its approval thereof or, to the extent not so indicated, on the date FGIC requested, in the CPP Revaluation Filing, that such change become effective.

(ii) If, as a result of any CPP Revaluation, the CPP is adjusted upward (a "CPP Upward Adjustment"), on the related DPO Payment Date, with respect to any Policy as to which FGIC paid any Cash from and after the Effective Date but prior to the CPP Upward Adjustment:

(a) FGIC shall pay the Policy Payee Cash in an amount equal to the product of (1) the Adjusted CPP minus the then-current CPP and (2) the Aggregate Claims Amount less the amounts (if any) by which the DPO has been reduced pursuant to Section 1.2(i) hereof, in each case with respect to such Policy as of such date; and

(b) the DPO of such Policy shall be reduced by the amount of Cash paid pursuant to clause (a) above.

(iii) If, as a result of any CPP Revaluation, the CPP is adjusted downward (a “CPP Downward Adjustment”), any future Cash payments that would thereafter otherwise be payable by FGIC with respect to Policies as to which FGIC paid any Cash from and after the Effective Date but prior to the CPP Downward Adjustment based on a higher CPP (each, an “Overpaid Policy”) will be subject to adjustment as described in Section 1.5(C)(iv) below (the “Equalization Adjustment”).

(iv) The Equalization Adjustment shall reduce (including to zero) the amount of Cash that would be payable by FGIC with respect to each Overpaid Policy following a CPP Downward Adjustment (whether with respect to future Permitted Policy Claims, amounts that would be payable on future DPO Payment Dates, or otherwise) until such time as the Aggregate Cash Payments Amount for such Policy shall equal the sum of (a) the product of (1) the Aggregate Claims Amount for such Policy as of such time and (2) the Adjusted CPP and (b) any DPO Accretion Payment Amounts that would have been paid with respect to such Policy if, at each CPP Upward Adjustment from the Effective Date through such CPP Downward Adjustment, the CPP had been increased to the lower of (1) the CPP in effect immediately after each such CPP Upward Adjustment and (2) the Adjusted CPP.

D. Cessation of CPP Revaluations.

Notwithstanding the other provisions of this Article I, from and after the date on which FGIC reasonably determines that ninety percent (90%) or more of the total anticipated Policy Claims are no longer subject to contingencies or other developments (other than the passage of time and/or the submission of a valid request for payment thereof), unless the value of FGIC's remaining admitted Cash, Cash equivalents, bonds and short-term investments exceeds two hundred percent (200%) of the amount of Cash needed to (i) make payments based on the then-current CPP with respect to all Policy Claims that were (a) Permitted (but not yet paid) on or prior to such date and (b) projected to be Permitted in a Stress Scenario from and after such date through the remainder of the Run-Off Period and (ii) pay operating expenses for the remainder of the Run-Off Period, FGIC shall not be obligated to conduct a CPP Revaluation thereafter (but may continue to conduct CPP Revaluations and make CPP Adjustments thereafter if requested by the NYSDFS or deemed prudent by FGIC with the approval of the NYSDFS). In making such determinations, FGIC shall act in good faith and based on input from the CPP Revaluation Firm. The provisions set forth in this Section 1.5(D) shall not apply to any Final CPP Revaluation.

E. Final CPP Revaluation.

Upon FGIC's reasonable determination that 100% of all anticipated Policy Claims under a Stress Scenario have been submitted, or the deadline for submission of such Policy Claims to FGIC has expired, FGIC shall conduct a final CPP Revaluation (the "Final CPP Revaluation"). For purposes of the Final CPP Revaluation, FGIC shall not be required to maintain the Minimum Surplus Position or the Minimum Cash Buffer and FGIC shall consider as assets available for distribution all of FGIC's remaining assets less projected expenses through the end of the Run-Off Period. In determining when to conduct the Final CPP Revaluation, FGIC shall act in good faith and based on input from the CPP Revaluation Firm and with the approval of the NYSDFS.

ARTICLE II.

POLICY CRYSTALLIZATION EVENTS

2.1 Declaration of a Policy Crystallization Event.

If any Person (other than the FGIC Parties), notwithstanding the injunctive relief and other terms and conditions in the Plan (a) exercises, seeks to exercise or in any manner fails to honor the FGIC Parties' exclusive authority to exercise FGIC Rights or otherwise fails to comply with the injunctive relief set forth in Section 7.8(e) of the Plan, (b) exercises or seeks to exercise any Rehabilitation-Triggered Right, (c) declares or seeks to declare a Rehabilitation-Related Default or (d) interferes or seeks to interfere with the FGIC Parties' pursuit of FGIC Direct Claims (clauses (a) through (d) collectively, "Purported FGIC Loss of Rights"), FGIC may declare with respect to such Policy a "Policy Crystallization Event" by taking the applicable actions set forth in clauses (i) through (iv) below; *provided, however*, that the exercise by any Person of its rights, if any, under and in accordance with Section 3.7 of the Plan shall not constitute a Purported FGIC Loss of Rights.

(i) FGIC shall provide written notice to such Person of the Purported FGIC Loss of Rights within sixty (60) days after FGIC becomes aware of the Purported FGIC Loss of Rights (the "Purported FGIC Loss of Rights Notice");

(ii) The Purported FGIC Loss of Rights Notice shall state (a) the nature of the Purported FGIC Loss of Rights, (b) the date(s) on or with respect to which the Purported FGIC Loss of Rights occurred, (c) that such Person has thirty (30) days to cure the Purported FGIC Loss of Rights and (d) the date as of which the Policy Crystallization Event will be effective, which shall be the earliest date on or with respect to which the Purported FGIC Loss of Rights occurred (the "Policy Crystallization Event Effective Date");

(iii) If such Person fails to cure the Purported FGIC Loss of Rights or to seek a judicial determination in accordance with Section 8.1(j) of the Plan within thirty (30) days after FGIC sends the Purported FGIC Loss of Rights Notice, FGIC may declare with respect to such Policy a Policy Crystallization Event; and

(iv) FGIC is permitted to declare a Policy Crystallization Event, ~~FGIC must provide written notice to such Person within~~ no earlier than thirty (30) days after the later of the expiration of the cure period prescribed in clause (iii) of this Section 2.1 and the final resolution (including exhaustion of any right of appeal) of any judicial action commenced in accordance with Section 8.1(j) of the Plan, by providing written notice (the "Policy Crystallization Event Notice"), which shall

(a) state that the Purported FGIC Loss of Rights has not been cured and (b) declare that a Policy Crystallization Event has occurred.

2.2 Effect of Declaration of Policy Crystallization Event.

Any Policy Crystallization Event will be effective as of the Policy Crystallization Event Effective Date, as stated in the Purported FGIC Loss of Rights Notice. Following a declaration of a Policy Crystallization Event, FGIC shall determine its anticipated payment obligations under the Policy for the remainder of the expected duration of the Policy (collectively, the “Estimated Payment Obligations”). FGIC also shall determine the date on which each Estimated Payment Obligation is anticipated by FGIC to become due (the “Estimated Payment Schedule”). FGIC shall determine, in good faith, the Estimated Payment Obligations and Estimated Payment Schedules based on FGIC’s reasonable judgment, in each case based on the reserve and related assumptions, calculations and projections as used by FGIC in estimating losses for such Policy in connection with FGIC’s quarterly statutory financial statement immediately preceding the Policy Crystallization Event, but ignoring any actual or anticipated effects of any Purported FGIC Loss of Rights giving rise to the Policy Crystallization Event. For the avoidance of doubt, the Estimated Payment Obligations shall not include any amount in respect of termination of a CDS or other swap agreement in contravention of the Plan (whether calculated on the basis of “Market Quotation,” “Loss,” “Close-out Amount” or other methodologies).

In respect of each Policy for which a Policy Crystallization Event has been declared, from and after the Policy Crystallization Event Effective Date:

(i) a Claim shall be deemed to have been made as of each date on which an Estimated Payment Obligation was anticipated by FGIC to be due based upon the Estimated Payment Schedule and on each date a Claim is properly submitted by the Policyholder, in an amount equal to (a) the lesser of (x) the aggregate Estimated Payment Obligations that were anticipated to be due from and after the Policy Crystallization Event Effective Date through and including such date and (y) the aggregate amount of all Claims properly submitted with respect to events occurring from and after the Policy Crystallization Event Effective Date through and including such date, minus (b) the aggregate amount of all previously Permitted Policy Claims for such Policy with respect to events occurring from and after the Policy Crystallization Event Effective Date through and including such date;

(ii) no Claims shall be Permitted with respect to such Policy except for those described in clause (i) of this Section 2.2, and, if the Claims discussed in in clause (i) of this Section 2.2 are Permitted pursuant to the Plan, such Permitted Claims shall be treated like other similarly-situated Permitted Claims under the Plan; and

(iii) FGIC shall be entitled to receive all FGIC Payments arising, accrued or due at any time, whether prior to, on or after the Policy Crystallization Event Effective Date.

ARTICLE III.

MISCELLANEOUS

3.1 Integration of Plan into Each Policy.

From and after the Effective Date, the Plan shall (i) become part of each Policy and shall supersede any provision of any Policy that is inconsistent with the Plan and (ii) govern treatment of all Claims under Policies that have not been paid in full as of the Commencement Date.

3.2 No Security or Ownership Interest Created.

Neither DPO nor DPO Accretion shall constitute a separate security issued by FGIC or any of its affiliates, be represented by any certificate or other instrument issued by FGIC or any of its affiliates or represent any ownership interest in FGIC or any of its affiliates. FGIC shall not be required to make any payments with respect to DPO or DPO Accretion to any Person other than to a holder of a Policy.

*WFB TRUSTEE COMMENTS
TO PROPOSED PLAN*

Exhibit C

Pending RMBS Litigations

Pending RMBS Litigations

1. *Financial Guaranty Insurance Company v. Countrywide Home Loans, Inc.* (N.Y. Sup.Ct., Index No. 650736/2009), which was amended to include allegations against Countrywide Financial Corp., Countrywide Securities Corp, Countrywide Bank, F.S.B. and Bank of America Corp.
2. *Financial Guaranty Insurance Company v. GMAC Mortgage, LLC (f/k/a GMAC Mortgage Corporation); Ally Bank (f/k/a GMAC Bank); and Residential Capital, LLC (f/k/a Residential Capital Corporation)* (S.D.N.Y. Case No. 11-cv-9729) (relating to GMACM Home Equity Loan Trust 2006-HE1), which was amended to include allegations against Ally Financial, Inc. (f/k/a GMAC, LLC)
3. *Financial Guaranty Insurance Company v. Residential Funding Company, LLC (f/k/a Residential Funding Corporation); and Residential Capital, LLC (f/k/a Residential Capital Corporation)* (S.D.N.Y. Case No. 11-cv-9737) (relating to RAMP Series 2005-RS9 Trust)
4. *Financial Guaranty Insurance Company v. Residential Funding Company, LLC (f/k/a Residential Funding Corporation); and Residential Capital, LLC (f/k/a Residential Capital Corporation)* (S.D.N.Y. Case No. 11-cv-9736) (relating to RFMSII Home Equity Loan Trust 2005-HS1 and RFMSII Home Equity Loan Trust 2005-HS2)
5. *Financial Guaranty Insurance Company v. Ally Financial, Inc. (f/k/a GMAC LLC); Residential Capital, LLC (f/k/a Residential Capital Corporation); and Residential Funding Company, LLC (f/k/a Residential Funding Corporation)* (S.D.N.Y. Case No. 12-cv-0341) (relating to RASC Series 2005-EMX5 Trust)
6. *Financial Guaranty Insurance Company v. Ally Financial, Inc. (f/k/a GMAC LLC); Residential Capital, LLC (f/k/a Residential Capital Corporation); and Residential Funding Company, LLC (f/k/a Residential Funding Corporation)* (S.D.N.Y. Case No. 12-cv-0338) (relating to RAMP Series 2005-EFC7 Trust)
7. *Financial Guaranty Insurance Company v. Ally Financial, Inc. (f/k/a GMAC LLC); Residential Capital, LLC (f/k/a Residential Capital Corporation); and Residential Funding Company, LLC (f/k/a Residential Funding Corporation)* (S.D.N.Y. Case No. 12-cv-0339) (relating to RAMP Series 2005-NC1 Trust)
8. *Financial Guaranty Insurance Company v. Ally Financial, Inc. (f/k/a GMAC LLC); Residential Capital, LLC (f/k/a Residential Capital Corporation); and Residential Funding Company, LLC (f/k/a Residential Funding Corporation)* (S.D.N.Y. Case No. 12-cv-0340) (relating to RFMSII Series 2005-HSA1 Trust, RFMSII Series 2006-HSA1 Trust and RFMSII Series 2006-HSA2 Trust)
9. *Financial Guaranty Insurance Company v. Ally Financial, Inc. (f/k/a GMAC LLC); Residential Capital, LLC (f/k/a Residential Capital Corporation); Ally Bank (f/k/a GMAC Bank); and GMAC Mortgage, LLC (f/k/a GMAC Mortgage Corporation)* (S.D.N.Y., Case No. 12-cv-0780) (relating to GMACM Home Equity Loan Trust 2005-HE1)

- 10.** *Financial Guaranty Insurance Company v. Ally Financial, Inc. (f/k/a GMAC LLC); Residential Capital, LLC; and Residential Funding Company, LLC* (S.D.N.Y. Case No. 12-cv-1601) (relating to RASC Series 2007-EMX1 Trust)
- 11.** *Financial Guaranty Insurance Company v. Ally Financial, Inc. (f/k/a GMAC LLC); Residential Capital, LLC (f/k/a Residential Capital Corporation); Ally Bank (f/k/a GMAC Bank); and GMAC Mortgage, LLC (f/k/a GMAC Mortgage Corporation)* (S.D.N.Y., Case No. 12-cv-1658) (relating to GMACM Home Equity Loan Trust 2006-HE3)
- 12.** *Financial Guaranty Insurance Company v. Ally Financial, Inc. (f/k/a GMAC LLC); Residential Capital, LLC (f/k/a Residential Capital Corporation); Ally Bank (f/k/a GMAC Bank); and GMAC Mortgage, LLC (f/k/a GMAC Mortgage Corporation)* (S.D.N.Y., Case No. 12-cv-1818) (relating to GMACM Home Equity Loan Trust 2006-HE2 and GMACM Home Equity Loan Trust 2007-HE2)
- 13.** *Financial Guaranty Insurance Company v. Ally Financial, Inc. (f/k/a GMAC LLC); Residential Capital, LLC (f/k/a Residential Capital Corporation); and Residential Funding Company, LLC (f/k/a Residential Funding Corporation)* (S.D.N.Y. Case No. 12-cv- 1860) (relating to RFMSII Home Equity Loan Trust 2006-HI2, RFMSII Home Equity Loan Trust 2006-HI3, RFMSII Home Equity Loan Trust 2006-HI4, RFMSII Home Equity Loan Trust 2006-HI5 and RFMSII Home Equity Loan Trust 2007-HI1)

Summary Report: Litera Change-Pro ML WIX 6.5.0.353 Document Comparison done on 11/19/2012 2:05:23 PM	
Style Name: Default Style	
Original Filename: FGIC Plan as Filed.docx	
Original DMS:	
Modified Filename: Appendix A.docx	
Modified DMS:	
Changes:	
<u>Add</u>	61
Delete	75
Move From	6
<u>Move To</u>	6
<u>Table Insert</u>	0
Table Delete	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Total Changes:	148

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
In the Matter of the Rehabilitation of
FINANCIAL GUARANTY INSURANCE
COMPANY.
-----X

Index No. 401265/2012

I.A.S. Part 36
Justice Doris Ling-Cohan

**AFFIDAVIT OF CHARLES BREHM ON BEHALF OF WELLS
FARGO BANK, N.A., IN ITS CAPACITY AS TRUSTEE FOR CERTAIN RMBS
CERTIFICATEHOLDERS AND ON BEHALF OF THE CERTIFICATEHOLDERS
AND NOTEHOLDERS FOR SUCH TRUSTS AND TRANSACTIONS**

STATE OF MARYLAND)
 :SS
COUNTY OF HOWARD)

Charles Brehm, being first duly sworn on oath, deposes and states as follows:

1. I am a Vice President and Default and Restructuring Account Manager in the Corporate Trust Services division at Wells Fargo Bank, N.A. I make this Affidavit in such capacity and in support of the Objection to the Plan of Rehabilitation of Wells Fargo Bank, N.A. (a) in its capacity as Trustee for certain residential mortgage-backed securities ("RMBS") (the "Wells Fargo Trustee") and (b) and in such other capacities under other RMBS trusts as obligate Wells Fargo to submit policy claims to Financial Guaranty Insurance Company or FGIC Credit Products, LLC (together, "FGIC"), receive policy claim payments from FGIC and otherwise perform administrative functions under any policies issued by and/or insurance agreements entered into with FGIC or under any other documents related to such policies and insurance agreements, and in either case on behalf of the RMBS trusts' securities holders. The facts stated herein are based on my personal knowledge or reports from others with whom I work.

2. The Wells Fargo Trustee serves as trustee and in similar capacities for certain holders of certificates and/or notes in a number of RMBS transactions (each, a “Transaction”), which holders (the “Insured Certificateholders”) are the ultimate beneficiaries of financial guaranty insurance policies (collectively, the “Policies,” and each individually, a “Policy”) issued by and insurance agreements entered into with FGIC. The Policies, which are held and/or administered by the Wells Fargo Trustee for the benefit of the Insured Certificateholders, insure against certain losses incurred by, and/or allocated to, securities held by the Insured Certificateholders.

3. The Wells Fargo Trustee has duties and responsibilities for approximately 33 RMBS transactions involving a Policy (i) for which the Wells Fargo Trustee as trustee is the policyholder, or (ii) for which the Wells Fargo Trustee in a capacity other than trustee performs certain duties in respect of FGIC Policies (the RMBS transactions referred to in this paragraph, collectively, the “Transactions”).

4. Each Transaction is governed by a separate set of operative documents, which may include a pooling and servicing agreement, servicing agreements, a sale and servicing agreement, a trust agreement, an indenture and/or other related documents (the “Operative Documents”), delineating the rights and responsibilities of each of the parties to the transaction, including the trustee and the insurer.

5. In connection with the Policies, FGIC and the Wells Fargo Trustee are typically also parties to an insurance agreement, which further delineates the rights and responsibilities of the parties vis-à-vis the Policy (the Policies, insurance agreements and Operative Documents together, the “Governing Documents”).

6. While the terms of the Governing Documents differ from deal-to-deal, they generally grant FGIC broad consent and direction rights. These consent and direction rights are generally the same, regardless of deal structure or collateral involved. Examples of such rights include, but are not limited to: consent to the employment of subcontractors, consent to or direction of the sale or transfer of any of the trust estate, direction of the Wells Fargo Trustee (on behalf of the trust) to institute legal proceedings after an event of default, direction of the termination of the trust after an event of default, direction of the Wells Fargo Trustee (on behalf of the trust) to waive certain past defaults, and appointment of successor parties (servicers, administrators and trustees) to perform services on behalf of the trust. (A true and correct copy of a spreadsheet summarizing the consent and direction rights for three examples of typical Transactions is attached hereto as Exhibit 1.)

7. Pursuant to the terms of the Governing Documents, FGIC generally loses such consent and direction rights upon the occurrence of certain defaults (each, an “Insurer Default”). An Insurer Default generally occurs (among other instances) if there is a failure by FGIC to make a payment when due and/or the commencement of a rehabilitation proceeding. If and when an Insurer Default occurs and FGIC loses its consent and direction rights, the Governing Documents often redirect these rights to certain of the investors of the applicable Transaction.

8. For example, under the terms of the Indenture for the GMACM Home Equity Loan Trust 2005-HE2 RMBS Transaction, FGIC exercises the rights of control unless there is an Enhancer Default, in which case the rights of control are exercised by the majority of the noteholders. (See Indenture, dated as of June 29, 2005 (the “GMAC Indenture”), between GMACM Home Equity Loan Trust 2005-HE2, a Delaware statutory trust, as issuer, and Wells Fargo Bank, N.A., as indenture trustee, a copy of which is attached as Exhibit 2 hereto, at §

10.19.) These rights include, *inter alia*, the right to waive current or prior Events of Default (as defined in the GMAC Indenture), the right to prevent acceleration of notes by withholding consent, and the right to direct the Indenture Trustee to institute legal proceedings with respect to Events of Default. (*See id.* at §§ 5.02, 5.12, 5.05, 5.06(b).) The GMAC Indenture defines Enhancer Default to include the failure of FGIC to make a payment required under the Policy (as defined in the GMAC Indenture) in accordance with its terms. (*See id.* at App. A.) Although FGIC is an express third-party beneficiary of the GMAC Indenture (*id.* at § 10.11), it is not a party to the agreement.

9. For the Court's convenience, I also attach copies of the surety bond, insurance and indemnity agreement, trust agreement and servicing agreement for the GMACM Home Equity Loan Trust 2005-HE2 RMBS Transaction, which is an RMBS transaction utilizing a debt (tax) structure. A copy of the Surety Bond, dated as of June 29, 2005, Policy No. 05030041, issued by FGIC, is attached hereto as Exhibit 3. A copy of the Insurance and Indemnity Agreement, dated as of June 29, 2005, among FGIC, as insurer, GMAC Mortgage Corporation, as the servicer and a seller, Walnut Grove Mortgage Loan Trust 2003-A, as a seller, Residential Asset Mortgage Products, Inc., as depositor, GMACM Home Equity Loan trust 2005-HE2, as issuer, and the RMBS Trustee, as indenture trustee, is attached hereto as Exhibit 4. A copy of the Trust Agreement, dated as of June 29, 2005, between Residential Asset Mortgage Products, Inc., as depositor, and Wilmington Trust Company, as owner trustee, is attached hereto as Exhibit 5. A copy of the Servicing Agreement, dated as of June 29, 2005, among GMAC Mortgage Corporation, as servicer, the GMACM Home Equity Loan Trust 2005-HE2, as issuer, and the RMBS Trustee, as indenture trustee, is attached hereto as Exhibit 6.

10. Similarly, under the terms of the Pooling and Servicing Agreement for the EquiVantage Home Equity Loan Trust 1996-1 RMBS Transaction, certain specifically identified rights are assigned to FGIC, but this assignment is suspended upon the occurrence and during the continuation of an Insurer Default. (See Pooling and Servicing Agreement relating to EquiVantage Home Equity Loan Trust 1996-1, dated as of February 1, 1996 (the “EquiVantage PSA”), by and among EquiVantage Acceptance Corp., as sponsor of the trust, EquiVantage Inc., as servicer, and the RMBS Trustee (as successor to Norwest Bank Minnesota, National Association), as trustee, a copy of which is attached hereto as Exhibit 7, at § 11.18.) These rights include, *inter alia*, the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee, and the right to withhold consent to the modification of mortgages or consent to any subservicing agreement. (See *id.* at §§ 6.11, 8.2, 8.3.) The EquiVantage PSA defines Certificate Insurer Default to include the failure of FGIC to make a payment when required under the certificate insurance policy in accordance with its terms. (See *id.* at § 1.1.) Although FGIC is an express third-party beneficiary of the EquiVantage PSA (*id.* at § 11.18), it is not a party to the agreement. The EquiVantage Home Equity Loan Trust 1996-1 RMBS Transaction is an RMBS transaction utilizing an equity (tax) structure.

11. As the foregoing discussions of representative Transactions make clear, under the terms of the Operative Documents (to which FGIC is not always a party), the commencement of this rehabilitation proceeding and/or the failure of FGIC to pay amounts due in respect of the Policies, as Insurer Defaults, should result in FGIC losing consent and direction rights. In some cases, such rights pass to Insured Certificateholders and/or other investors of the applicable Transaction.

12. Regardless of who is entitled to exercise consent and direction rights, the Governing Documents require that any party who wishes to direct the Wells Fargo Trustee to take a specific action indemnify the Wells Fargo Trustee. The Governing Documents generally provide that the indemnification take the form of an indemnity or security against the costs, expenses and liabilities that may be incurred by the taking of the directed action, which indemnity or security must be acceptable to the Wells Fargo Trustee. (*See, e.g., EquiVantage PSA, Ex. 7, §§ 6.3(b), 6.11, 10.1(g), 10.3(e) and GMAC Indenture, Ex. 2, §§ 5.06(c), 5.11, 6.01(f), 6.02(g), 6.02(h), 10.19.*)

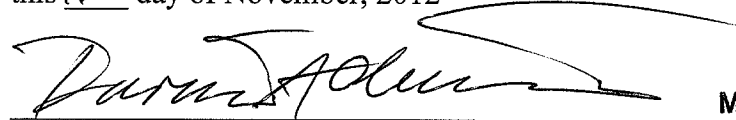
13. In each case, the terms of the Governing Documents for the Transactions do not impose any deadline on the Wells Fargo Trustee to submit Policy claims to FGIC. Because the Policies and insurance agreements guarantee payments that are made to investors on a periodic (which, in most cases, is monthly or quarterly) basis, the Wells Fargo Trustee submits claims on behalf of investors on a rolling basis whenever the transaction's cash flows necessitate the filing of a claim (a "Claim Trigger"). For example, in the GMACM Home Equity Loan Trust 2005-HE2 RMBS Transaction, there is no deadline for the Wells Fargo Trustee to submit a claim, but FGIC is required to pay any claim filed by the trustee within two business days. (*See Surety Bond, Ex. 3, at 2.*)

14. Although the Policies and insurance agreements do not impose deadlines for the submission of claims, the Wells Fargo Trustee has a practice of submitting such claims promptly following the occurrence of Claim Triggers, to ensure that investors receive amounts to which they are entitled on a timely basis. Although it is possible that a claim could inadvertently not be submitted immediately following a Claim Trigger, I am not aware of any instance in which there

has been a significant delay in the Wells Fargo Trustee submitting a claim for any of the Transactions.


Charles Brehm

Subscribed and sworn to before me
this 16th day of November, 2012



Notary Public

My commission expires on 11/17/15

**DARIUS A. CHESONIS
NOTARY PUBLIC
BALTIMORE COUNTY
MARYLAND
My Commission Expires 11-17-2015**

EXHIBIT 1

Summary of Rights Held by FGIC Which Are Lost Upon Insurer Default for Two Exemplar Transactions for Which Wells Fargo Bank, N.A. Serves as Trustee

Transaction	Summary of Rights and Effect of Insurer Default	Referenced Document	Section	Specific Rights
GMAC 2005-HE2 (RMBS– Debt Structure)	FGIC controls rights of all Holders for the purposes of all approvals, consents, waivers, instruction of any action and the direction of all remedies. Upon Insurer Default, such rights revert to the Holders.	Indenture	10.19	
			3.05(a)(v)	Reimbursed for prior draws on Policy at fifth position in waterfall (<i>note: upon default, moves to seventh position (i.e., after all payments of principal and interest outstanding has been paid)</i>)
			5.02	May waive current EODs
			5.05	Consents to acceleration of Notes
			5.06(b)	May direct Indenture Trustee to institute Proceedings with respect to EODs
			5.11	Directs the time, method and place of conducting any proceeding for any remedy available to the Trustee with respect to the Notes, or exercising any trust or power conferred on the Trustee.
			5.12	May waive prior EODs
			9.01	Consents to Supplemental Indentures that affect deal

				mechanics
			9.02	Consents to Supplemental Indentures that affect cash flow or voting rights
			Servicing Agreement - 7.01	Consents to termination of Servicer upon Servicer EOD
	Under Trust Agreement, FGIC may enforce all rights of Certificateholders. Upon Insurer Default, such rights revert to the Certificateholders.	Trust Agreement	10.13	
			4.03	May direct the Owner Trustee in the management of the Trust
				Receive notice of and veto any of the following: Initiation of any proceeding, filing of an amended Certificate of Trust, amendment of any Basic Document, or appointment of successor Note Registrar, Paying Agent, Certificate Registrar, Certificate Paying Agent or Indenture Trustee
			4.07	May direct Owner Trustee to remove the Servicer
			4.08	May direct Owner Trustee to direct the Trust into bankruptcy
			5.01(a)	May direct Certificate Paying Agent to distribute funds on any Payment Date
			10.01(d)	Required to consent to certain amendments
Transaction	Summary of Rights and Effect of Insurer Default	Referenced Document	Section	Specific Rights
EHET 1996-1 (Equivantage) (RMBS– Equity	FGIC has specifically identified rights, which are suspended during an	Pooling and Servicing Agreement	11.18	

structure)	Insurer Default (no one succeeds to such rights)			
			Definition of Designated Depository Institution	Consents to waiver of ratings eligibility requirements for account bank.
			Definition of Qualified Replacement Mortgage; 3.4 – 3.6	Consents to satisfactory replacement collateral
			Article III	Consents to the extension of cure period for a breach of a rep/warranty
			Article III	As recipient of reps/warranties, able to directly enforce for breaches thereof
			6.7	Directs Trustee in event Trustee receives conflicting/inconsistent requests (with respect to suits/actions) from Holders and/or Insurer
			6.11	Directs the time, method and place of conducting any proceeding for any remedy available to the Trustee with respect to the Certificates, or exercising any trust or power conferred on the Trustee.
			7.3(d)	Reimbursed for Policy claims paid (<i>note: per other contractual provisions, this right is not suspended during a Certificate Insurer Default</i>)
			7.6, 7.7	Directs investment of funds (upon request of Trustee for such direction), and consents to investments not already included as an Eligible Investment.
			7.8, 7.9	May receive Trustee's reports and inspect Trustee's books/records.

			8.1(h)	Consents to release of Mortgagor's from Mortgaged Properties.
			8.2	Consents to modification of mortgages (collateral)
			8.3	Consents to any subservicing agreement
			8.11(b)	Indemnified by Servicer for any losses incurred due to Servicer's failure to maintain insurance
			8.15	Consents to assignment by Servicer of Servicing reimbursements
			8.20	May remove Servicer upon certain Servicer defaults; Consents to successor Servicer
			8.21	May inspect Servicer's books/records
			10.2(c)	May terminate and appoint successor Trustee in cases of Trustee default.
			10.9(b)	Consents to successor Trustee upon Trustee resignation
			10.14	Consents to co-Trustee
			11.14	Consents to Amendments

EXHIBIT 2

GMACM HOME EQUITY LOAN TRUST 2005-HE2,

as Issuer,

and

WELLS FARGO BANK, N.A.

as Indenture Trustee

INDENTURE

Dated as of June 29, 2005

GMACM HOME EQUITY LOAN TRUST 2005-HE2

GMACM Home Equity Loan-Backed Term Notes,

Series 2005-HE2

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EXHIBITS

Exhibit A-1	-	Form of Class A Notes	Exhibit A-1-1
Exhibit A-2	-	Form of Class A-IO Notes	Exhibit A-2-1
Appendix A	-	Definitions	Appendix A-1

This Indenture, dated as of June 29, 2005, is between GMACM Home Equity Loan Trust 2005-HE2, a Delaware statutory trust, as issuer (the "Issuer"), and Wells Fargo Bank, N.A. a national banking association, as indenture trustee (the "Indenture Trustee").

WITNESSETH:

Each party hereto agrees as follows for the benefit of the other party and for the equal and ratable benefit of the Noteholders of the Issuer's Series 2005-HE2 GMACM Home Equity Loan-Backed Term Notes (the "Notes").

GRANTING CLAUSE:

The Issuer hereby Grants to the Indenture Trustee on the Closing Date, as trustee for the benefit of the Noteholders and the Enhancer, all of the Issuer's right, title and interest in and to all accounts, chattel paper, general intangibles, contract rights, payment intangibles, certificates of deposit, deposit accounts, instruments, documents, letters of credit, money, advices of credit, investment property, goods and other property consisting of, arising under or related to whether now existing or hereafter created in any of the following: (a) the Initial Mortgage Loans and any Subsequent Mortgage Loans and all monies due or to become due thereunder after the Cut-Off Date or Subsequent Cut-Off Date, as applicable; (b) the Note Payment Account, and all funds on deposit or credited thereto from time to time and all proceeds thereof; (c) the Capitalized Interest Account, and all funds on deposit or credited thereto from time to time (other than any income thereon), and the Pre-Funding Account, and all funds on deposit or credited thereto from time to time; (d) all hazard insurance policies; (e) the Policy; (f) the Hedge Agreements and (g) all present and future claims, demands, causes and choses in action in respect of any or all of the foregoing and all payments on or under, and all proceeds of every kind and nature whatsoever in respect of, any or all of the foregoing and all payments on or under, and all proceeds of every kind and nature whatsoever in the conversion thereof, voluntary or involuntary, into cash or other liquid property, all cash proceeds, accounts, accounts receivable, notes, drafts, acceptances, checks, deposit accounts, rights to payment of any and every kind, and other forms of obligations and receivables, instruments and other property which at any time constitute all or part of or are included in the proceeds of any of the foregoing (collectively, the "Trust Estate" or the "Collateral").

The foregoing Grant is made in trust to secure the payment of principal of and interest on, and any other amounts owing in respect of, the Notes, equally and ratably without prejudice, priority or distinction, and to secure compliance with the provisions of this Indenture, all as provided in this Indenture.

The foregoing Grant shall inure to the benefit of the Enhancer in respect of draws made on the Policy and amounts owing from time to time pursuant to the Insurance Agreement (regardless of whether such amounts relate to the Notes or the Certificates), and such Grant shall continue in full force and effect for the benefit of the Enhancer until all such amounts owing to it have been repaid in full.

The Indenture Trustee, as trustee on behalf of the Noteholders, acknowledges such Grant, accepts the trust under this Indenture in accordance with the provisions hereof and agrees to perform its duties as Indenture Trustee as required herein.

ARTICLE I

Definitions

Section 1.01 Definitions. For all purposes of this Indenture, except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Definitions attached hereto as Appendix A, which is incorporated by reference herein. All other capitalized terms used herein shall have the meanings specified herein.

Section 1.02 Incorporation by Reference of Trust Indenture Act. Whenever this Indenture refers to a provision of the Trust Indenture Act (the “TIA”), such provision is incorporated by reference in and made a part of this Indenture. The following TIA terms used in this Indenture have the following meanings:

“Commission” means the Securities and Exchange Commission.

“indenture securities” means the Notes.

“indenture security holder” means a Noteholder.

“indenture to be qualified” means this Indenture.

“indenture trustee” or “institutional trustee” means the Indenture Trustee.

“obligor” on the indenture securities means the Issuer and any other obligor on the indenture securities.

All other TIA terms used in this Indenture that are defined by TIA, defined by TIA reference to another statute or defined by Commission rule have the meaning assigned to them by such definitions.

Section 1.03 Rules of Construction. Unless the context otherwise requires:

- (a) a term has the meaning assigned to it;
- (b) an accounting term not otherwise defined has the meaning assigned to it in accordance with generally accepted accounting principles as in effect from time to time;
- (c) “or” includes “and/or”;
- (d) “including” means “including without limitation”;
- (e) words in the singular include the plural and words in the plural include the singular;
- (f) the term “proceeds” has the meaning ascribed thereto in the UCC; and
- (g) any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or

statute as from time to time amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein; references to a Person are also to its permitted successors and assigns.

ARTICLE II

Original Issuance of Notes

Section 2.01 Form. The Notes, together with the Indenture Trustee's certificate of authentication, shall be in substantially the form set forth in Exhibit A, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may, consistently herewith, be determined by the officers executing the Notes, as evidenced by their execution thereof. Any portion of the text of any Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of such Note.

The Notes shall be typewritten, printed, lithographed or engraved or produced by any combination of these methods, all as determined by the Authorized Officers executing such Notes, as evidenced by their execution of such Notes.

The terms of the Notes set forth in Exhibit A are part of the terms of this Indenture.

Section 2.02 Execution, Authentication and Delivery. The Notes shall be executed on behalf of the Issuer by any of its Authorized Officers. The signature of any such Authorized Officer on the Notes may be manual or facsimile.

Notes bearing the manual or facsimile signature of individuals who were at any time Authorized Officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Notes or did not hold such offices at the date of such Notes.

The Indenture Trustee shall upon Issuer Request authenticate and deliver Notes for original issue in an aggregate initial principal amount of \$1,113,522,000. The Class A-1, Class A-2, Class A-3, Class A-4, Class A-5, Class A-6 Notes and Class A-IO Notes shall have initial principal or notional amounts of the Initial Class A-1 Note Balance, Initial Class A-2 Note Balance, Initial Class A-3 Note Balance, Initial Class A-4 Note Balance, Initial Class A-5 Note Balance, Initial Class A-6 Note Balance and the Initial Class A-IO Notional Amount, respectively.

Each Note shall be dated the date of its authentication. The Notes, other than the Class A-IO Notes, shall be issuable as registered Notes, and the Notes shall be issuable in minimum denominations of \$25,000 and integral multiples of \$1,000 in excess thereof. The Class A-IO Notes shall be issued in minimum denominations of \$2,000,000 Notional Amount and in integral multiples of \$1,000,000 in excess thereof.

No Note shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose, unless there appears on such Note a certificate of authentication substantially in the

form provided for herein executed by the Indenture Trustee by the manual signature of one of its authorized signatories, and such certificate upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly authenticated and delivered hereunder.

ARTICLE III

Covenants

Section 3.01 Collection of Payments with Respect to the Mortgage Loans. The Indenture Trustee shall establish and maintain with itself the Note Payment Account in which the Indenture Trustee shall, subject to the terms of this paragraph, deposit, on the same day as it is received from the Servicer, each remittance received by the Indenture Trustee with respect to the Mortgage Loans. The Indenture Trustee shall make all payments of principal of and interest on the Notes, subject to Section 3.03, as provided in Section 3.05 herein from monies on deposit in the Note Payment Account.

Section 3.02 Maintenance of Office or Agency. The Issuer will maintain in the City of Minneapolis, Minnesota, an office or agency where, subject to satisfaction of conditions set forth herein, Notes may be surrendered for registration of transfer or exchange, and where notices and demands to or upon the Issuer in respect of the Notes and this Indenture may be served. The Issuer hereby initially appoints the Indenture Trustee to serve as its agent for the foregoing purposes. If at any time the Issuer shall fail to maintain any such office or agency or shall fail to furnish the Indenture Trustee with the address thereof, such surrenders, notices and demands may be made or served at the Corporate Trust Office, and the Issuer hereby appoints the Indenture Trustee as its agent to receive all such surrenders, notices and demands.

Section 3.03 Money for Payments to Be Held in Trust; Paying Agent. As provided in Section 3.01, all payments of amounts due and payable with respect to any Notes that are to be made from amounts withdrawn from the Note Payment Account pursuant to Section 3.01 shall be made on behalf of the Issuer by the Indenture Trustee or by the Paying Agent, and no amounts so withdrawn from the Note Payment Account for payments of Notes shall be paid over to the Issuer except as provided in this Section 3.03. The Issuer hereby appoints the Indenture Trustee to act as initial Paying Agent hereunder. The Issuer will cause each Paying Agent other than the Indenture Trustee to execute and deliver to the Indenture Trustee an instrument in which such Paying Agent shall agree with the Indenture Trustee (and if the Indenture Trustee acts as Paying Agent, it hereby so agrees), subject to the provisions of this Section 3.03, that such Paying Agent will:

(a) hold all sums held by it for the payment of amounts due with respect to the Notes in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as herein provided and pay such sums to such Persons as herein provided;

(b) give the Indenture Trustee and the Enhancer written notice of any default by the Issuer of which it has actual knowledge in the making of any payment required to be made with respect to the Notes;

(c) at any time during the continuance of any such default, upon the written request of the Indenture Trustee, forthwith pay to the Indenture Trustee all sums so held in trust by such Paying Agent;

(d) immediately resign as Paying Agent and forthwith pay to the Indenture Trustee all sums held by it in trust for the payment of Notes, if at any time it ceases to meet the standards required to be met by a Paying Agent at the time of its appointment;

(e) comply with all requirements of the Code with respect to the withholding from any payments made by it on any Notes of any applicable withholding taxes imposed thereon and with respect to any applicable reporting requirements in connection therewith (including reporting payments of interest on the Notes in excess of interest at the Net WAC Cap or Available Funds Rate and interest on any of the foregoing in the form of Interest Carry Forward Amounts, as payments on an interest rate cap agreement); and

(f) deliver to the Indenture Trustee a copy of the statement to Noteholders prepared with respect to each Payment Date by the Servicer pursuant to Section 4.01 of the Servicing Agreement.

The Issuer may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, by Issuer Request direct any Paying Agent to pay to the Indenture Trustee all sums held in trust by such Paying Agent, such sums to be held by the Indenture Trustee upon the same trusts as those upon which the sums were held by such Paying Agent; and upon such payment by any Paying Agent to the Indenture Trustee, such Paying Agent shall be released from all further liability with respect to such money.

Subject to applicable laws with respect to escheat of funds, any money held by the Indenture Trustee or any Paying Agent in trust for the payment of any amount due with respect to any Note and remaining unclaimed for one year after such amount has become due and payable shall be discharged from such trust and be paid to the Issuer on Issuer Request; and the Noteholder of such Note shall thereafter, as an unsecured general creditor, look only to the Issuer for payment thereof (but only to the extent of the amounts so paid to the Issuer), and all liability of the Indenture Trustee or such Paying Agent with respect to such trust money shall thereupon cease; provided, however, that the Indenture Trustee or such Paying Agent, before being required to make any such repayment, shall at the expense and direction of the Issuer cause to be published once, in an Authorized Newspaper, notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such publication, any unclaimed balance of such money then remaining will be repaid to the Issuer. The Indenture Trustee may also adopt and employ, at the expense and direction of the Issuer, any other reasonable means of notification of such repayment (including, but not limited to, mailing notice of such repayment to Noteholders the Notes which have been called but have not been surrendered for redemption or whose right to or interest in monies due and payable but not claimed is determinable from the records of the Indenture Trustee or of any Paying Agent, at the last address of record for each such Noteholder).

Section 3.04 Existence. The Issuer will keep in full effect its existence, rights and franchises as a statutory trust under the laws of the State of Delaware (unless it becomes, or any

successor Issuer hereunder is or becomes, organized under the laws of any other state or of the United States of America, in which case the Issuer will keep in full effect its existence, rights and franchises under the laws of such other jurisdiction) and will obtain and preserve its qualification to do business in each jurisdiction in which such qualification is or shall be necessary to protect the validity and enforceability of this Indenture, the Notes, the Mortgage Loans and each other instrument or agreement included in the Trust Estate.

Section 3.05 Priority of Distributions.

(a) In accordance with Section 3.03(a) of the Servicing Agreement, the priority of distributions on each Payment Date from Principal Collections, Interest Collections and draws under the Policy for such Payment Date in the Note Payment Account, any optional Servicer Advances in respect of the related Collection Period and any amounts transferred to the Note Payment Account from the Pre-Funding Account and/or Capitalized Interest Account pursuant to Sections 3.17 and 3.18 of the Servicing Agreement, is as follows:

(i) *first*, to pay to the Enhancer, the Premium for the Policy for such Payment Date and any previously unpaid Premiums, with interest thereon as provided in the Insurance Agreement;

(ii) *second*, for payment by the Paying Agent to the Noteholders of each Class of Notes, pro rata, interest for the related Interest Period at the related Note Rate on the related Note Balance, or the Notional Amount in the case of the Class A-IO Notes, immediately prior to such Payment Date, and interest due and unpaid pursuant to this clause on each Class of Notes for any prior Payment Date plus interest on such unpaid amounts at the related Note Rate (to the extent that amounts paid to the Class A-IO Certificates pursuant to this paragraph represent payment of any Class A-IO Net Funds Amount, such amounts shall be treated for tax purposes as having been paid pursuant to the irrevocable instruction of the Class SB Certificateholders as the parties otherwise entitled to such amounts as the owners of the REMIC III Regular Interest SB-IO, as set forth in the Trust Agreement and incorporated herein);

(iii) *third*, for payment by the Paying Agent to the Noteholders, as a distribution of principal on the Notes, the Principal Collection Distribution Amount for such Payment Date to be allocated to each Class of Notes as described in Section 3.05(b) below, until the Note Balances thereof have been reduced to zero;

(iv) *fourth*, for payment by the Paying Agent to each Class of Notes, as a distribution of principal on the Notes, in the priority set forth in section 3.05(b), an amount equal to the Liquidation Loss Distribution Amount (excluding Liquidation Loss Amounts that have been allocated to the reduction of the Note Balance of the Notes pursuant to Section 3.05(c) hereof) until the Note Balance of each Class of Notes has been reduced to zero;

(v) *fifth*, so long as no Enhancer Default has occurred and is continuing, to the Enhancer, to reimburse it for prior draws made on the Policy, with interest thereon as provided in the Insurance Agreement;

(vi) *sixth*, for payment by the Paying Agent to each Class of Notes then outstanding, to pay any Liquidation Loss Amounts, pro rata, among the then outstanding Classes of Notes, allocated to the reduction of the Note Balance of such Class of Notes pursuant to Section 3.05(c) hereof and not previously reimbursed, plus interest on such amounts at the related Note Rate;

(vii) *seventh*, on each Payment Date occurring on or after the Payment Date in March 2005, for payment by the Paying Agent to the Noteholders of the Class of Notes in the priority set forth in Section 3.05(b), the Overcollateralization Increase Amount, if any, until the Note Balance of each Class of Notes has been reduced to zero;

(viii) *eighth*, to pay to the Enhancer, any other amounts owed to the Enhancer pursuant to the Insurance Agreement;

(ix) *ninth*, to the Indenture Trustee, any amounts owing to the Indenture Trustee pursuant to Section 6.07 to the extent remaining unpaid;

(x) *tenth*, after application of all Hedge Payments with respect to such Payment Date, from Excess Spread remaining after the distributions pursuant to clauses (i) through (ix), to pay each Class of Notes (other than the Class A-IO Notes) and for payment by the Paying Agent pursuant to the irrevocable instruction of the holders of the Class SB Certificates (as the parties otherwise entitled to such amounts as the owners of the REMIC III Regular Interests SB) as set forth in the Trust Agreement and incorporated herein, to the Class A-IO Noteholders, pro rata in accordance with their respective amounts of Interest Carry Forward Amounts, and

(xi) *eleventh*, any remaining amount, to the Distribution Account, for distribution to the Certificateholders by the Certificate Paying Agent;

provided, however, that in the event that on a Payment Date an Enhancer Default shall have occurred and be continuing, then the priorities of distributions described above will be adjusted such that payments of any amounts to be paid to the Enhancer will not be paid until the full amount of interest and principal in accordance with clauses (ii) through (iv) and (vi) above that are due and required to be paid by the Enhancer on the Notes on such Payment Date have been paid and provided, further, that on the Final Payment Date, the amount to be paid pursuant to clause (iii) above shall be equal to the Note Balance immediately prior to such Payment Date. For purposes of the foregoing, required payments of principal on the Notes on each Payment Date will include the portion allocable to the Notes of all Liquidation Loss Amounts for such Payment Date and for all previous Collection Periods until paid or covered in full, to the extent not otherwise covered by a Liquidation Loss Distribution Amount or a draw on the Policy (up to the outstanding Note Balance).

Amounts distributed to the Noteholders (other than the Class A-IO Notes) pursuant to the above clauses (ii), (iii), (iv), (vi) and (vii) from Interest Collections, Principal Collections and Advances shall be treated for tax purposes as distributions with respect to the REMIC III Regular Interests A-1, A-2, A-3, A-4, A-5 and A-6, respectively. Amounts distributed to the Class A-IO Noteholders pursuant to clauses (ii) and (x) above shall be treated for tax purposes as follows:

Amounts distributed pursuant to clause (ii) shall be treated as having been distributed to the REMIC III Regular Interest A-IO to the extent that they represent interest at the REMIC III Remittance Rate and as having been distributed to the REMIC III Regular Interest SB-IO to the extent, if any, that they represent the Class A-IO Net Funds Amount. Amounts distributed pursuant to clause (x) shall be treated as having been distributed to the REMIC III Regular Interest SB-IO. Amounts treated as having been distributed to the Class SB Certificateholders as the owners of REMIC III Regular Interest SB-IO shall be treated as then paid by the Class SB Certificateholders to the Class A-IO Noteholders pursuant to a notional principal contract for the payment of such amounts.

On each Payment Date, the Paying Agent shall apply, from amounts on deposit in the Note Payment Account, and in accordance with the Servicing Certificate, the amounts set forth above in the order of priority set forth above.

Amounts paid to Noteholders of any Class shall be paid in respect of the Notes of that Class in accordance with the applicable percentage as set forth in paragraph (b) below. Interest on each Class of the Class A-1 and Class A-2 Notes will be computed on the basis of the actual number of days in each Interest Period and a 360-day year. Interest on the Class A-3 Notes, the Class A-4 Notes, Class A-5 Notes, Class A-6 Notes and the Class A-IO Notes will be computed on the basis of a 360-day year consisting of twelve 30-day months. Any installment of interest or principal payable on any Note that is punctually paid or duly provided for by the Issuer on the applicable Payment Date shall be paid to the Noteholder of record thereof on the immediately preceding Record Date by wire transfer to an account specified in writing by such Noteholder reasonably satisfactory to the Indenture Trustee, or by check or money order mailed to such Noteholder at such Noteholder's address appearing in the Note Register, the amount required to be distributed to such Noteholder on such Payment Date pursuant to such Noteholder's Notes; provided, that the Indenture Trustee shall not pay to any such Noteholder any amounts required to be withheld from a payment to such Noteholder by the Code.

(b) The Principal Distribution Amount distributable pursuant to Section 3.05(a)(iii), Liquidation Loss Distribution Amounts distributable to the holders of the Notes pursuant to Section 3.05(a)(iv) and Overcollateralization Increase Amounts distributable to the holders of the Notes pursuant to Section 3.05(a)(vii) will be distributed as follows:

(i) *first*, to the Class A-6 Notes, an amount equal to the Class A-6 Lockout Distribution Amount for that payment date, until the Note Balance thereof has been reduced to zero; and

(ii) *second*, to the Class A-1, Class A-2, Class A-3, Class A-4, Class A-5 and Class A-6, Notes, in that order, in each case until the Note Balance thereof has been reduced to zero;

provided, however, that if an Enhancer Default has occurred and is continuing, payments of principal on the Notes (other than the Class A-IO Notes) will be paid pro rata to the outstanding Classes of Notes. Principal of each Note (other than the Class A-IO Notes) shall be due and payable in full on the Final Payment Date as provided in the applicable form of Note set forth in Exhibits A-1 and A-2. The Class A-IO Notes shall not be entitled to payments of principal. All

principal payments on the Notes of each Class shall be made in accordance with the priorities set forth in paragraphs (a) and (b) above to the Noteholders entitled thereto in accordance with the related Percentage Interests represented thereby. Upon written notice to the Indenture Trustee by the Issuer, the Indenture Trustee shall notify the Person in the name of which a Note is registered at the close of business on the Record Date preceding the Final Payment Date or other final Payment Date, as applicable. Such notice shall be mailed or faxed no later than five Business Days prior to the Final Payment Date or such other final Payment Date and, unless such Note is then a Book-Entry Note, shall specify that payment of the principal amount and any interest due with respect to such Note at the Final Payment Date or such other final Payment Date will be payable only upon presentation and surrender of such Note, and shall specify the place where such Note may be presented and surrendered for such final payment.

(c) On each Payment Date, the Overcollateralization Amount available to cover any Liquidation Loss Amounts on such Payment Date shall be deemed to be reduced by an amount equal to such Liquidation Loss Amounts (except to the extent that such Liquidation Loss Amounts were covered on such Payment Date by a Liquidation Loss Distribution Amount). In the event that an Enhancer Default has occurred and is continuing, on each Payment Date, the amount of any Liquidation Loss Amounts with respect to the prior calendar month that were not distributed pursuant to Sections 3.05(a)(iv) will be applied as follows: first, to reduce any Overcollateralization Amount (after allocation of Principal Collections and Interest Collections on the Mortgage Loans for such Payment Date) until such amount has been reduced to zero; and second, to reduce the Note Balance of each Class of Class A Notes (other than the Class A-IO Notes) then outstanding, pro rata, until the Note Balance of each Class of Class A Notes has been reduced to zero.

(d) On each Payment Date, the Indenture Trustee shall apply any Class A-1 Hedge Payments first as a payment to the Holders of the Class A-1 Notes in an amount not to exceed the Interest Carryforward Amount on the Class A-1 Notes as of such Payment Date, and the remainder to the Certificate Paying Agent for payment to the Holders of the Class SB Certificates. On each Payment Date, the Indenture Trustee shall apply any Class A-2 Hedge Payments first as a payment to the Holders of the Class A-2 Notes in an amount not to exceed the Interest Carryforward Amount on the Class A-2 Notes as of such Payment Date, and the remainder to the Certificate Paying Agent for payment to the Holders of the Class SB Certificates.

Section 3.06 Protection of Trust Estate.

(a) The Issuer shall from time to time execute and deliver all such supplements and amendments hereto and all such financing statements, continuation statements, instruments of further assurance and other instruments, and will take such other action necessary or advisable to:

- (i) maintain or preserve the lien and security interest (and the priority thereof) of this Indenture or carry out more effectively the purposes hereof;
- (ii) perfect, publish notice of or protect the validity of any Grant made or to be made by this Indenture;

- (iii) cause the Trust to enforce any of the Mortgage Loans; or
- (iv) preserve and defend title to the Trust Estate and the rights of the Indenture Trustee and the Noteholders in such Trust Estate against the claims of all persons and parties.

(b) Except as otherwise provided in this Indenture, the Indenture Trustee shall not remove any portion of the Trust Estate that consists of money or is evidenced by an instrument, certificate or other writing from the jurisdiction in which it was held at the date of the most recent Opinion of Counsel delivered pursuant to Section 3.07 (or from the jurisdiction in which it was held as described in the Opinion of Counsel delivered at the Closing Date pursuant to Section 3.07, if no Opinion of Counsel has yet been delivered pursuant to Section 3.07) unless the Trustee shall have first received an Opinion of Counsel to the effect that the lien and security interest created by this Indenture with respect to such property will continue to be maintained after giving effect to such action or actions.

The Issuer hereby designates the Indenture Trustee its agent and attorney-in-fact to execute any financing statement, continuation statement or other instrument required to be executed pursuant to this Section 3.06.

Section 3.07 Opinions as to Trust Estate.

On the Closing Date, the Issuer shall furnish to the Indenture Trustee and the Owner Trustee an Opinion of Counsel at the expense of the Issuer stating that, upon filing of appropriate financing statements relating to the Trust Estate in the State of Delaware, the Indenture Trustee will have a perfected, first priority security interest in such Mortgage Loans.

On or before December 31st in each calendar year, beginning in 2005, the Issuer shall furnish to the Indenture Trustee an Opinion of Counsel at the expense of the Issuer either stating that, in the opinion of such counsel, no further action is necessary to maintain a perfected, first priority security interest in the Mortgage Loans until December 31 in the following calendar year or, if any such action is required to maintain such security interest in the Mortgage Loans, such Opinion of Counsel shall also describe the recording, filing, re-recording and re-filing of this Indenture, any indentures supplemental hereto and any other requisite documents and the execution and filing of any financing statements and continuation statements that will, in the opinion of such counsel, be required to maintain the security interest in the Mortgage Loans until December 31 in the following calendar year.

Section 3.08 Performance of Obligations; Servicing Agreement.

(a) The Issuer shall punctually perform and observe all of its obligations and agreements contained in this Indenture, the Basic Documents and in the instruments and agreements included in the Trust Estate.

(b) The Issuer may contract with other Persons to assist it in performing its duties under this Indenture, and any performance of such duties by a Person identified to the Indenture Trustee in an Officer's Certificate of the Issuer shall be deemed to be action taken by the Issuer.

(c) The Issuer shall not take any action or permit any action to be taken by others that would release any Person from any of such Person's covenants or obligations under any of the documents relating to the Mortgage Loans or under any instrument included in the Trust Estate, or that would result in the amendment, hypothecation, subordination, termination or discharge of, or impair the validity or effectiveness of, any of the documents relating to the Mortgage Loans or any such instrument, except such actions as the Servicer is expressly permitted to take in the Servicing Agreement.

(d) The Issuer may retain an administrator and may enter into contracts with other Persons for the performance of the Issuer's obligations hereunder, and performance of such obligations by such Persons shall be deemed to be performance of such obligations by the Issuer.

Section 3.09 Negative Covenants. So long as any Notes are Outstanding, the Issuer shall not:

(a) except as expressly permitted by this Indenture, sell, transfer, exchange or otherwise dispose of the Trust Estate, unless directed to do so by the Indenture Trustee pursuant to Section 5.04 hereof;

(b) claim any credit on, or make any deduction from the principal or interest payable in respect of, the Notes (other than amounts properly withheld from such payments under the Code) or assert any claim against any present or former Noteholder by reason of the payment of the taxes levied or assessed upon any part of the Trust Estate;

(c) (i) permit the validity or effectiveness of this Indenture to be impaired, or permit the lien of this Indenture to be amended, hypothecated, subordinated, terminated or discharged, or permit any Person to be released from any covenants or obligations with respect to the Notes under this Indenture except as may be expressly permitted hereby, (ii) permit any lien, charge, excise, claim, security interest, mortgage or other encumbrance (other than the lien of this Indenture) to be created on or extend to or otherwise arise upon or burden the Trust Estate or any part thereof or any interest therein or the proceeds thereof or (iii) permit the lien of this Indenture not to constitute a valid first priority security interest in the Trust Estate; or

(d) impair or cause to be impaired the Issuer's interest in the Mortgage Loans, the Purchase Agreement or in any other Basic Document, if any such action would materially and adversely affect the interests of the Noteholders or the Enhancer.

Section 3.10 Annual Statement as to Compliance. The Issuer shall deliver to the Indenture Trustee, within 120 days after the end of each fiscal year of the Issuer (commencing with the fiscal year ending on December 31, 2005), an Officer's Certificate stating, as to the Authorized Officer signing such Officer's Certificate, that:

(a) a review of the activities of the Issuer during such year and of its performance under this Indenture and the Trust Agreement has been made under such Authorized Officer's supervision; and

(b) to the best of such Authorized Officer's knowledge, based on such review, the Issuer has complied with all conditions and covenants under this Indenture and the provisions of

the Trust Agreement throughout such year, or, if there has been a default in its compliance with any such condition or covenant, specifying each such default known to such Authorized Officer and the nature and status thereof.

Section 3.11 Recordation of Assignments. The Issuer shall enforce the obligation of any of the Sellers under the Purchase Agreement to submit or cause to be submitted for recordation all Assignments of Mortgages within 60 days of receipt of recording information by the Servicer.

Section 3.12 Representations and Warranties Concerning the Mortgage Loans. The Indenture Trustee, as pledgee of the Mortgage Loans, shall have the benefit of the representations and warranties made by GMACM in Sections 3.1(a) and 3.1(b) of the Purchase Agreement and the benefit of the representations and warranties made by WG Trust in Sections 3.1(c) and 3.1(d) of the Purchase Agreement, concerning the Mortgage Loans and the right to enforce the remedies against GMACM or WG Trust provided in Section 3.1(a), Section 3.1(b), Section 3.1(c) or Section 3.1(d), as applicable, to the same extent as though such representations and warranties were made directly to the Indenture Trustee.

Section 3.13 Assignee of Record of the Mortgage Loans. As pledgee of the Mortgage Loans, the Indenture Trustee shall hold title to the Mortgage Loans by being named as payee in the endorsements or assignments of the Mortgage Notes and assignee in the Assignments of Mortgage to be delivered under Section 2.1 of the Purchase Agreement. Except as expressly provided in the Purchase Agreement or in the Servicing Agreement with respect to any specific Mortgage Loan, the Indenture Trustee shall not execute any endorsement or assignment or otherwise release or transfer such title to any of the Mortgage Loans until such time as the remaining Trust Estate may be released pursuant to Section 8.05(b). The Indenture Trustee's holding of such title shall in all respects be subject to its fiduciary obligations to the Noteholders hereunder.

Section 3.14 Servicer as Agent and Bailee of the Indenture Trustee. Solely for purposes of perfection under Section 9-313 or 9-314 of the UCC or other similar applicable law, rule or regulation of the state in which such property is held by the Servicer, the Issuer and the Indenture Trustee hereby acknowledge that the Servicer is acting as agent and bailee of the Indenture Trustee in holding amounts on deposit in the Custodial Account pursuant to Section 3.02 of the Servicing Agreement that are allocable to the Mortgage Loans, as well as the agent and bailee of the Indenture Trustee in holding any Related Documents released to the Servicer pursuant to Section 3.06(c) of the Servicing Agreement, and any other items constituting a part of the Trust Estate which from time to time come into the possession of the Servicer. It is intended that, by the Servicer's acceptance of such agency pursuant to Section 3.02 of the Servicing Agreement, the Indenture Trustee, as a pledgee of the Mortgage Loans, will be deemed to have possession of such Related Documents, such monies and such other items for purposes of Section 9-313 or 9-314 of the UCC of the state in which such property is held by the Servicer.

Section 3.15 Investment Company Act. The Issuer shall not become an "investment company" or under the "control" of an "investment company" as such terms are defined in the Investment Company Act of 1940, as amended (or any successor or amendatory statute), and the rules and regulations thereunder (taking into account not only the general definition of the term

“investment company” but also any available exceptions to such general definition); provided, however, that the Issuer shall be in compliance with this Section 3.15 if it shall have obtained an order exempting it from regulation as an “investment company” so long as it is in compliance with the conditions imposed in such order.

Section 3.16 Issuer May Consolidate, etc.

(a) The Issuer shall not consolidate or merge with or into any other Person, unless:

(i) the Person (if other than the Issuer) formed by or surviving such consolidation or merger shall be a Person organized and existing under the laws of the United States of America or any state or the District of Columbia and shall expressly assume, by an indenture supplemental hereto, executed and delivered to the Indenture Trustee, in form reasonably satisfactory to the Indenture Trustee, the due and punctual payment of the principal of and interest on all Notes and to the Certificate Paying Agent, on behalf of the Certificateholders and the performance or observance of every agreement and covenant of this Indenture on the part of the Issuer to be performed or observed, all as provided herein;

(ii) immediately after giving effect to such transaction, no Event of Default shall have occurred and be continuing;

(iii) the Enhancer shall have consented thereto and each Rating Agency shall have notified the Issuer that such transaction will not cause a Rating Event, without taking into account the Policy;

(iv) the Issuer shall have received an Opinion of Counsel (and shall have delivered copies thereof to the Indenture Trustee and the Enhancer) to the effect that such transaction will not have any material adverse tax consequence to the Issuer, any Noteholder, the Enhancer or any Certificateholder;

(v) any action that is necessary to maintain the lien and security interest created by this Indenture shall have been taken; and

(vi) the Issuer shall have delivered to the Indenture Trustee an Officer's Certificate and an Opinion of Counsel each stating that such consolidation or merger and such supplemental indenture comply with this Article III and that all conditions precedent herein provided for relating to such transaction have been complied with (including any filing required by the Exchange Act).

(b) The Issuer shall not convey or transfer any of its properties or assets, including those included in the Trust Estate, to any Person, unless:

(i) the Person that acquires by conveyance or transfer the properties and assets of the Issuer the conveyance or transfer of which is hereby restricted shall (A) be a United States citizen or a Person organized and existing under the laws of the United States of America or any state, (B) expressly assumes, by an indenture

supplemental hereto, executed and delivered to the Indenture Trustee, in form satisfactory to the Indenture Trustee, the due and punctual payment of the principal of and interest on all Notes and the performance or observance of every agreement and covenant of this Indenture on the part of the Issuer to be performed or observed, all as provided herein, (C) expressly agrees by means of such supplemental indenture that all right, title and interest so conveyed or transferred shall be subject and subordinate to the rights of Noteholders of the Notes, (D) unless otherwise provided in such supplemental indenture, expressly agrees to indemnify, defend and hold harmless the Issuer against and from any loss, liability or expense arising under or related to this Indenture and the Notes and (E) expressly agrees by means of such supplemental indenture that such Person (or if a group of Persons, then one specified Person) shall make all filings with the Commission (and any other appropriate Person) required by the Exchange Act in connection with the Notes;

(ii) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing;

(iii) the Enhancer shall have consented thereto, and each Rating Agency shall have notified the Issuer that such transaction will not cause a Rating Event, if determined without regard to the Policy;

(iv) the Issuer shall have received an Opinion of Counsel (and shall have delivered copies thereof to the Indenture Trustee) to the effect that such transaction will not have any material adverse tax consequence to the Issuer or any Noteholder;

(v) any action that is necessary to maintain the lien and security interest created by this Indenture shall have been taken; and

(vi) the Issuer shall have delivered to the Indenture Trustee an Officer's Certificate and an Opinion of Counsel each stating that such conveyance or transfer and such supplemental indenture comply with this Article III and that all conditions precedent herein provided for relating to such transaction have been complied with (including any filing required by the Exchange Act).

Section 3.17 Successor or Transferee.

(a) Upon any consolidation or merger of the Issuer in accordance with Section 3.16(a), the Person formed by or surviving such consolidation or merger (if other than the Issuer) shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer under this Indenture with the same effect as if such Person had been named as the Issuer herein.

(b) Upon a conveyance or transfer of all the assets and properties of the Issuer pursuant to Section 3.16(b), the Issuer shall be released from every covenant and agreement of this Indenture to be observed or performed on the part of the Issuer with respect to the Notes immediately upon the delivery of written notice to the Indenture Trustee of such conveyance or transfer.

Section 3.18 No Other Business. The Issuer shall not engage in any business other than financing, purchasing, owning and selling and managing the Mortgage Loans and the issuance of the Notes and Certificates in the manner contemplated by this Indenture and the Basic Documents and all activities incidental thereto.

Section 3.19 No Borrowing. The Issuer shall not issue, incur, assume, guarantee or otherwise become liable, directly or indirectly, for any indebtedness except for the Notes.

Section 3.20 Guarantees, Loans, Advances and Other Liabilities. Except as contemplated by this Indenture or the other Basic Documents, the Issuer shall not make any loan or advance or credit to, or guarantee (directly or indirectly or by an instrument having the effect of assuring another's payment or performance on any obligation or capability of so doing or otherwise), endorse or otherwise become contingently liable, directly or indirectly, in connection with the obligations, stocks or dividends of, or own, purchase, repurchase or acquire (or agree contingently to do so) any stock, obligations, assets or securities of, or any other interest in, or make any capital contribution to, any other Person.

Section 3.21 Capital Expenditures. The Issuer shall not make any expenditure (by long-term or operating lease or otherwise) for capital assets (either realty or personalty).

Section 3.22 Owner Trustee Not Liable for Certificates or Related Documents. The recitals contained herein shall be taken as the statements of the Issuer, and the Owner Trustee and the Indenture Trustee assume no responsibility for the correctness of the recitals contained herein. The Owner Trustee and the Indenture Trustee make no representations as to the validity or sufficiency of this Indenture or any other Basic Document, of the Certificates (other than the signatures of the Owner Trustee or the Indenture Trustee on the Certificates) or the Notes, or of any Related Documents. The Owner Trustee and the Indenture Trustee shall at no time have any responsibility or liability with respect to the sufficiency of the Trust Estate or its ability to generate the payments to be distributed to Certificateholders under the Trust Agreement or the Noteholders under this Indenture, including, the compliance by the Depositor or the Sellers with any warranty or representation made under any Basic Document or in any related document or the accuracy of any such warranty or representation, or any action of the Certificate Paying Agent, the Certificate Registrar or any other person taken in the name of the Owner Trustee or the Indenture Trustee.

Section 3.23 Restricted Payments. The Issuer shall not, directly or indirectly, (i) pay any dividend or make any distribution (by reduction of capital or otherwise), whether in cash, property, securities or a combination thereof, to the Owner Trustee or any owner of a beneficial interest in the Issuer or otherwise with respect to any ownership or equity interest or security in or of the Issuer, (ii) redeem, purchase, retire or otherwise acquire for value any such ownership or equity interest or security or (iii) set aside or otherwise segregate any amounts for any such purpose; provided, however, that the Issuer may make, or cause to be made, (x) distributions to the Owner Trustee and the Certificateholders as contemplated by, and to the extent funds are available for such purpose under, the Trust Agreement and (y) payments to the Servicer pursuant to the terms of the Servicing Agreement. The Issuer will not, directly or indirectly, make payments to or distributions from the Custodial Account except in accordance with this Indenture and the other Basic Documents.

Section 3.24 Notice of Events of Default. The Issuer shall give the Indenture Trustee, the Enhancer and the Rating Agencies prompt written notice of each Event of Default hereunder and under the Trust Agreement.

Section 3.25 Further Instruments and Acts. Upon request of the Indenture Trustee, the Issuer shall execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purposes of this Indenture.

Section 3.26 Statements to Noteholders. On each Payment Date, each of the Indenture Trustee and the Certificate Registrar shall make available to the Enhancer, the Depositor, the Owner Trustee, each Rating Agency, each Noteholder and each Certificateholder, the Servicing Certificates provided to the Indenture Trustee by the Servicer relating to such Payment Date and delivered pursuant to Section 4.01 of the Servicing Agreement.

The Indenture Trustee will make the Servicing Certificate (and, at its option, any additional files containing the same information in an alternative format) available each month to Securityholders and the Enhancer and other parties to this Indenture via the Indenture Trustee's internet website. The Indenture Trustee's internet website shall initially be located at "www.ctslink.com." Assistance in using the website can be obtained by calling the Indenture Trustee's customer service desk at (800) 815-6600. Parties that are unable to use the above distribution options are entitled to have a paper copy mailed to them via first class mail by calling the customer service desk and indicating such. The Indenture Trustee shall have the right to change the way the statement to Securityholders are distributed in order to make such distribution more convenient and/or more accessible to the above parties and the Indenture Trustee shall provide timely and adequate notification to all above parties regarding any such changes.

Section 3.27 Determination of Note Rate. The Indenture Trustee shall determine One-Month LIBOR and the applicable Note Rate for each Class of the Class A-1 and Class A-2 Notes for each Interest Period as of the second LIBOR Business Day immediately preceding (i) the Closing Date in the case of the first Interest Period for the Notes and (ii) the first day of each succeeding Interest Period for the Notes, and shall inform the Issuer, the Servicer and the Depositor by means of the Indenture Trustee's online service.

Section 3.28 Additional Representations of the Issuer.

The Issuer hereby represents and warrants to the Indenture Trustee that as of the Closing Date (which representations and warranties shall survive the execution of this Indenture):

(a) This Indenture creates a valid and continuing security interest (as defined in the applicable UCC) in the Mortgage Notes in favor of the Indenture Trustee, which security interest is prior to all other Liens (except as expressly permitted otherwise in this Indenture), and is enforceable as such as against creditors of and purchasers from the Issuer.

(b) The Mortgage Notes constitute "instruments" within the meaning of the applicable UCC.

(c) The Issuer owns and has good and marketable title to the Mortgage Notes free and clear of any Lien of any Person.

(d) The original executed copy of each Mortgage Note (except for any Mortgage Note with respect to which a Lost Note Affidavit has been delivered to the Custodian) has been delivered to the Custodian.

(e) The Issuer has received a written acknowledgment from the Custodian that the Custodian is acting solely as agent of the Indenture Trustee for the benefit of the Noteholders.

(f) Other than the security interest granted to the Indenture Trustee pursuant to this Indenture, the Issuer has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed any of the Mortgage Notes. The Issuer has not authorized the filing of and is not aware of any financing statements against the Issuer that include a description of collateral covering the Mortgage Notes other than any financing statement relating to the security interest granted to the Indenture Trustee hereunder or any security interest that has been terminated. The Issuer is not aware of any judgment or tax lien filings against the Issuer.

(g) None of the Mortgage Notes has any marks or notations indicating that they have been pledged, assigned or otherwise conveyed to any Person other than the Indenture Trustee, except for (i) any endorsements that are part of a complete chain of endorsements from the originator of the Mortgage Note to the Indenture Trustee, and (ii) any marks or notations pertaining to Liens that have been terminated or released.

(h) None of the provisions of this Section 3.28 shall be waived without the prior written confirmation from Standard & Poor's that such waiver shall not result in a reduction or withdrawal of the then-current rating of any Class of Notes.

Section 3.29 Payments under the Policy.

(a) If the Servicing Certificate specifies an Insured Amount for any Payment Date, the Indenture Trustee shall make a draw on the Policy in an amount, if any, equal to the Insured Amount for such Payment Date. The Indenture Trustee shall deposit or cause to be deposited such Insured Amount into the Note Payment Account on such Payment Date. For purposes of the foregoing, the amount on deposit in the Note Payment Account (after taking into account amounts withdrawn from the Capitalized Interest Account) and available to be distributed as interest on any Payment Date shall include all amounts on deposit in such account with respect to such Payment Date, other than the Principal Collection Distribution Amount and the Liquidation Loss Distribution Amount (if any) to be distributed on such Payment Date.

(b) The Indenture Trustee shall submit, if an Insured Amount is specified in any statement to Securityholders prepared pursuant to Section 4.01 of the Servicing Agreement, the Notice of Nonpayment and Demand for Payment of Insured Amounts (in the form attached as Exhibit A to the Policy) to the Enhancer no later than 12:00 noon, New York City time, on the second (2nd) Business Day prior to the applicable Payment Date.

Section 3.30 Replacement Enhancement. The Issuer (or the Servicer on its behalf) may, at its expense, in accordance with and upon satisfaction of the conditions set forth herein, but shall not be required to, obtain a surety bond, letter of credit, guaranty or reserve account as a Permitted Investment for amounts on deposit in the Capitalized Interest Account, or may arrange for any other form of additional credit enhancement; provided, that after prior notice thereto, no Rating Agency shall have informed the Issuer that a Rating Event would occur as a result thereof (without taking the Policy into account); and provided further, that the issuer of any such instrument or facility and the timing and mechanism for drawing on such additional enhancement shall be acceptable to the Indenture Trustee and the Enhancer. It shall be a condition to procurement of any such additional credit enhancement that there be delivered to the Indenture Trustee and the Enhancer (a) an Opinion of Counsel, acceptable in form to the Indenture Trustee and the Enhancer, from counsel to the provider of such additional credit enhancement with respect to the enforceability thereof and such other matters as the Indenture Trustee or the Enhancer may require and (b) an Opinion of Counsel to the effect that the procurement of such additional enhancement would not (i) adversely affect in any material respect the tax status of the Notes or the Certificates or (ii) cause the Issuer to be taxable as an association (or a publicly traded partnership) for federal income tax purposes or to be classified as a taxable mortgage pool within the meaning of Section 7701(i) of the Code.

Section 3.31 [Hedge Agreements.](#)

(a) In the event that the Indenture Trustee does not receive by the Business Day preceding a Payment Date the amount as specified by the Servicer pursuant to Section 4.01(a)(xix) of the Servicing Agreement as the amount to be paid with respect to such Payment Date by the Hedge Agreements Provider under the Hedge Agreements, the Indenture Trustee shall enforce the obligation of the Hedge Agreements Provider thereunder. The parties hereto acknowledge that the Hedge Agreements Provider shall make all calculations, and shall determine the amounts to be paid, under the Hedge Agreements. Absent manifest error, the Indenture Trustee may conclusively rely on any servicing certificate received by it from the Servicer pursuant to Section 4.01 of the Servicing Agreement.

(b) The Indenture Trustee shall deposit or cause to be deposited any amounts received under the Hedge Agreements into the Note Payment Account on the date such amounts are received from the Hedge Agreements Provider under the Hedge Agreements (including termination payments, if any). All payments received under the Hedge Agreements shall be distributed in accordance with the priorities set forth in Section 3.05(d) hereof.

ARTICLE IV

The Notes; Satisfaction and Discharge of Indenture

Section 4.01 [The Notes.](#) The Notes shall be registered in the name of a nominee designated by the Depository. Each Beneficial Owner will hold an interest in such Notes through the book-entry facilities of the Depository in a minimum initial Note Balance of \$25,000 and integral multiples of \$1,000 in excess thereof and with respect to the Class A-IO Notes, a Notional Amount equal to \$2,000,000 and in integral multiples of \$1,000,000 in excess thereof.

The Indenture Trustee may for all purposes (including the making of payments due on the Notes) deal with the Depository as the authorized representative of the Beneficial Owners with respect to the Notes for the purposes of exercising the rights of Noteholders hereunder. Except as provided in the next succeeding paragraph of this Section 4.01, the rights of Beneficial Owners with respect to the Notes shall be limited to those established by law and agreements between such Beneficial Owners and the Depository and Depository Participants. Except as provided in Section 4.08, Beneficial Owners shall not be entitled to definitive certificates for the Notes as to which they are the Beneficial Owners. Requests and directions from, and votes of, the Depository as Noteholder of the Notes shall not be deemed inconsistent if they are made with respect to different Beneficial Owners. The Indenture Trustee may establish a reasonable record date in connection with solicitations of consents from or voting by Noteholders and give notice to the Depository of such record date. Without the consent of the Issuer and the Indenture Trustee, no Note may be transferred by the Depository except to a successor Depository that agrees to hold such Note for the account of the Beneficial Owners.

In the event the Depository Trust Company resigns or is removed as Depository, the Indenture Trustee, at the request of the Servicer and with the approval of the Issuer, may appoint

a successor Depository. If no successor Depository has been appointed within 30 days of the effective date of the Depository's resignation or removal, each Beneficial Owner shall be entitled to certificates representing the Notes it beneficially owns in the manner prescribed in Section 4.08.

The Notes shall, on original issue, be executed on behalf of the Issuer by the Owner Trustee, not in its individual capacity but solely as Owner Trustee and upon Issuer Order, authenticated by the Note Registrar and delivered by the Indenture Trustee to or upon the order of the Issuer.

Section 4.02 Registration of and Limitations on Transfer and Exchange of Notes; Appointment of Certificate Registrar. The Issuer shall cause to be kept at the Indenture Trustee's Corporate Trust Office a Note Register in which, subject to such reasonable regulations as it may prescribe, the Note Registrar shall provide for the registration of Notes and of transfers and exchanges of Notes as herein provided. The Issuer hereby appoints the Indenture Trustee as the initial Note Registrar.

Subject to the restrictions and limitations set forth below, upon surrender for registration of transfer of any Note at the Corporate Trust Office, the Issuer shall execute, and the Note Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes in authorized initial Note Balances evidencing the same aggregate Percentage Interests.

Subject to the foregoing, at the option of the Noteholders, Notes may be exchanged for other Notes of like tenor, in each case in authorized initial Note Balances evidencing the same aggregate Percentage Interests, upon surrender of the Notes to be exchanged at the Corporate Trust Office of the Note Registrar. Whenever any Notes are so surrendered for exchange, the Issuer shall execute and the Note Registrar shall authenticate and deliver the Notes which the Noteholder making the exchange is entitled to receive. Each Note presented or surrendered for registration of transfer or exchange shall (if so required by the Note Registrar) be duly endorsed by, or be accompanied by a written instrument of transfer in form reasonably satisfactory to the Note Registrar duly executed by, the Noteholder thereof or his attorney duly authorized in writing with such signature guaranteed by a commercial bank or trust company located or having a correspondent located in The City of New York. Notes delivered upon any such transfer or exchange will evidence the same obligations, and will be entitled to the same rights and privileges, as the Notes surrendered.

No service charge shall be imposed for any registration of transfer or exchange of Notes, but the Note Registrar shall 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 Notes.

All Notes surrendered for registration of transfer and exchange shall be cancelled by the Note Registrar and delivered to the Indenture Trustee for subsequent destruction without liability on the part of either.

The Issuer hereby appoints the Indenture Trustee as Certificate Registrar to keep at its Corporate Trust Office a Certificate Register pursuant to Section 3.09 of the Trust Agreement in

which, subject to such reasonable regulations as it may prescribe, the Certificate Registrar shall provide for the registration of Certificates and of transfers and exchanges thereof pursuant to Section 3.05 of the Trust Agreement. The Indenture Trustee hereby accepts such appointment.

Each purchaser of a Note, by its acceptance of the Note, shall be deemed to have represented that the acquisition and holding of such Note by the purchaser does not constitute or give rise to a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, for which no statutory, regulatory or administrative exemption is available.

Section 4.03 Mutilated, Destroyed, Lost or Stolen Notes. If (i) any mutilated Note is surrendered to the Indenture Trustee, or the Indenture Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (ii) there is delivered to the Indenture Trustee such security or indemnity as may be required by it to hold the Issuer and the Indenture Trustee harmless, then, in the absence of notice to the Issuer, the Note Registrar or the Indenture Trustee that such Note has been acquired by a bona fide purchaser, and provided that the requirements of Section 8-405 of the UCC are met, the Issuer shall execute, and upon its request the Indenture Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a replacement Note of the same class; provided, however, that if any such destroyed, lost or stolen Note, but not a mutilated Note, shall have become or within seven days shall be due and payable, instead of issuing a replacement Note, the Issuer may pay such destroyed, lost or stolen Note when so due or payable without surrender thereof. If, after the delivery of such replacement Note or payment of a destroyed, lost or stolen Note pursuant to the proviso to the preceding sentence, a bona fide purchaser of the original Note in lieu of which such replacement Note was issued presents for payment such original Note, the Issuer and the Indenture Trustee shall be entitled to recover such replacement Note (or such payment) from the Person to whom it was delivered or any Person taking such replacement Note from such Person to whom such replacement Note was delivered or any assignee of such Person, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Issuer or the Indenture Trustee in connection therewith.

Upon the issuance of any replacement Note under this Section 4.03, the Issuer may require the payment by the Noteholder of such Note of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other reasonable expenses (including the fees and expenses of the Indenture Trustee) connected therewith.

Every replacement Note issued pursuant to this Section 4.03 in replacement of any mutilated, destroyed, lost or stolen Note shall constitute an original additional contractual obligation of the Issuer, whether or not the mutilated, destroyed, lost or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Notes duly issued hereunder.

The provisions of this Section 4.03 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes.

Section 4.04 Persons Deemed Owners. Prior to due presentment for registration of transfer of any Note, the Issuer, the Indenture Trustee and any agent of the Issuer or the Indenture Trustee may treat the Person in whose name any Note is registered (as of the day of determination) as the owner of such Note for the purpose of receiving payments of principal of and interest, if any, on such Note and for all other purposes whatsoever, whether or not such Note be overdue, and none of the Issuer, the Indenture Trustee or any agent of the Issuer or the Indenture Trustee shall be affected by notice to the contrary.

Section 4.05 Cancellation. All Notes surrendered for payment, registration of transfer, exchange or redemption shall, if surrendered to any Person other than the Indenture Trustee, be delivered to the Indenture Trustee and shall be promptly cancelled by the Indenture Trustee. The Issuer may at any time deliver to the Indenture Trustee for cancellation any Notes previously authenticated and delivered hereunder which the Issuer may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly cancelled by the Indenture Trustee. No Notes shall be authenticated in lieu of or in exchange for any Notes cancelled as provided in this Section 4.05, except as expressly permitted by this Indenture. All cancelled Notes may be held or disposed of by the Indenture Trustee in accordance with its standard retention or disposal policy as in effect at the time unless the Issuer shall direct by an Issuer Request that they be destroyed or returned to it; provided, however, that such Issuer Request is timely and the Notes have not been previously disposed of by the Indenture Trustee.

Section 4.06 Book-Entry Notes. Each Class of Notes, upon original issuance, shall be issued in the form of typewritten Notes representing the Book-Entry Notes, to be delivered to The Depository Trust Company, the initial Depository, by, or on behalf of, the Issuer. Such Notes shall initially be registered on the Note Register in the name of Cede & Co., the nominee of the initial Depository, and no Beneficial Owner shall receive a Definitive Note representing such Beneficial Owner's interest in such Note, except as provided in Section 4.08. Unless and until definitive, fully registered Notes (the "Definitive Notes") have been issued to Beneficial Owners pursuant to Section 4.08:

- (a) the provisions of this Section 4.06 shall be in full force and effect;
- (b) the Note Registrar and the Indenture Trustee shall be entitled to deal with the Depository for all purposes of this Indenture (including the payment of principal of and interest on the Notes and the giving of instructions or directions hereunder) as the sole holder of the Notes, and shall have no obligation to the Beneficial Owners;
- (c) to the extent that the provisions of this Section 4.06 conflict with any other provisions of this Indenture, the provisions of this Section 4.06 shall control;
- (d) the rights of Beneficial Owners shall be exercised only through the Depository and shall be limited to those established by law and agreements between such Owners of Notes and the Depository and/or the Depository Participants. Unless and until Definitive Notes are issued pursuant to Section 4.08, the initial Depository will make book-entry transfers among the Depository Participants and receive and transmit payments of principal of and interest on the Notes to such Depository Participants; and

(e) whenever this Indenture requires or permits actions to be taken based upon instructions or directions of Noteholders of Notes evidencing a specified percentage of the Note Balances of the Notes, the Depository shall be deemed to represent such percentage only to the extent that it has received instructions to such effect from Beneficial Owners and/or Depository Participants owning or representing, respectively, such required percentage of the beneficial interest in the Notes and has delivered such instructions to the Indenture Trustee.

Section 4.07 Notices to Depository. Whenever a notice or other communication to the Noteholders of the Notes is required under this Indenture, unless and until Definitive Notes shall have been issued to Beneficial Owners pursuant to Section 4.08, the Indenture Trustee shall give all such notices and communications specified herein to be given to Noteholders of the Notes to the Depository, and shall have no obligation to the Beneficial Owners.

Section 4.08 Definitive Notes. If (i) the Indenture Trustee determines that the Depository is no longer willing or able to properly discharge its responsibilities with respect to the Notes and, if requested by the Servicer, the Indenture Trustee is unable to locate a qualified successor, (ii) the Depositor notifies the Depository of its intent to terminate the book-entry system through the Depository and, upon receipt of notice of such intent, the Depository Participants holding beneficial interests in the Notes agree to initiate such termination, or (iii) after the occurrence of an Event of Default, Beneficial Owners of Notes representing beneficial interests aggregating at least a majority of the aggregate Note Balance of the Notes advise the Depository in writing that the continuation of a book-entry system through the Depository is no longer in the best interests of the Beneficial Owners, then the Depository shall notify all Beneficial Owners and the Indenture Trustee of the occurrence of any such event and of the availability of Definitive Notes to Beneficial Owners requesting the same. Upon surrender to the Indenture Trustee of the typewritten Notes representing the Book-Entry Notes by the Depository (or Percentage Interest of the Book-Entry Notes being transferred pursuant to clause (iii) above), accompanied by registration instructions, the Issuer shall execute and the Indenture Trustee shall authenticate the Definitive Notes in accordance with the instructions of the Depository. None of the Issuer, the Note Registrar or the Indenture Trustee shall be liable for any delay in delivery of such instructions, and each may conclusively rely on, and shall be protected in relying on, such instructions. Upon the issuance of Definitive Notes, the Indenture Trustee shall recognize the Noteholders of the Definitive Notes as Noteholders.

Section 4.09 Tax Treatment. The Issuer has entered into this Indenture, and the Notes will be issued, with the intention that, for federal, state and local income, single business and franchise tax purposes, the Notes (exclusive of any payment of Interest Carry Forward Amounts to the holders of the Class A-IO Notes and pursuant to the Hedge Agreements) will qualify as (i) regular interests in a REMIC as defined in the Code, which will be treated as indebtedness for purposes of such taxes and (ii) the right to receive payments from outside the REMIC. The Issuer, by entering into this Indenture, and each Noteholder, by its acceptance of its Note (and each Beneficial Owner by its acceptance of an interest in the applicable Book-Entry Note), agree to treat the Notes (exclusive of any payment of Interest Carry Forward Amounts to the holders of the Class A-IO Notes and pursuant to the Hedge Agreements) for federal, state and local income, single business and franchise tax purposes as (i) regular interests in a REMIC as defined in the Code, which will be treated as indebtedness for purposes of such taxes and (ii) the right to receive payments from outside the REMIC.

Section 4.10 Satisfaction and Discharge of Indenture. This Indenture shall cease to be of further effect with respect to the Notes except as to (i) rights of registration of transfer and exchange, (ii) substitution of mutilated, destroyed, lost or stolen Notes, (iii) rights of Noteholders to receive payments of principal thereof and interest thereon, (iv) Sections 3.03, 3.04, 3.06, 3.09, 3.16, 3.18 and 3.19, (v) the rights, obligations and immunities of the Indenture Trustee hereunder (including the rights of the Indenture Trustee under Section 6.07 and the obligations of the Indenture Trustee under Section 4.11) and (vi) the rights of Noteholders as beneficiaries hereof with respect to the property so deposited with the Indenture Trustee payable to all or any of them, and the Indenture Trustee, on written demand of and at the expense of the Issuer, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture with respect to the Notes, when

(A) either

(1) all Notes theretofore authenticated and delivered (other than (i) Notes that have been destroyed, lost or stolen and that have been replaced or paid as provided in Section 4.03 and (ii) Notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Issuer and thereafter repaid to the Issuer or discharged from such trust, as provided in Section 3.03) have been delivered to the Indenture Trustee for cancellation; or

(2) all Notes not theretofore delivered to the Indenture Trustee for cancellation

a) have become due and payable,

b) will become due and payable at the Final Payment Date within one year, or

c) have been declared immediately due and payable pursuant to Section 5.02.

and the Issuer, in the case of a. or b. above, has irrevocably deposited or caused to be irrevocably deposited with the Indenture Trustee cash or direct obligations of or obligations guaranteed by the United States of America (which will mature prior to the date such amounts are payable), in trust for such purpose, in an amount sufficient to pay and discharge the entire indebtedness on such Notes and Certificates then outstanding not theretofore delivered to the Indenture Trustee for cancellation when due on the Final Payment Date;

(B) the Issuer has paid or caused to be paid all other sums payable hereunder and under the Insurance Agreement by the Issuer; and

(C) the Issuer has delivered to the Indenture Trustee and the Enhancer an Officer's Certificate and an Opinion of Counsel, each meeting the applicable requirements of Section 10.01 and each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture have been complied with and, if the Opinion of Counsel relates to a deposit made in connection with Section 4.10(A)(2)b. above, such opinion shall further be to

the effect that such deposit will not have any material adverse tax consequences to the Issuer, any Noteholders or any Certificateholders.

Section 4.11 Application of Trust Money. All monies deposited with the Indenture Trustee pursuant to Section 4.10 hereof shall be held in trust and applied by it, in accordance with the provisions of the Notes and this Indenture, to the payment, either directly or through any Paying Agent or Certificate Paying Agent, as the Indenture Trustee may determine, to the Securityholders of Securities, of all sums due and to become due thereon for principal and interest; but such monies need not be segregated from other funds except to the extent required herein or required by law.

Section 4.12 Subrogation and Cooperation

(a) The Issuer and the Indenture Trustee acknowledge that (i) to the extent the Enhancer makes payments under the Policy on account of principal of or interest on the Mortgage Loans, the Enhancer will be fully subrogated to the rights the Noteholders to receive such principal of and interest on the Mortgage Loans, and (ii) the Enhancer shall be paid such principal and interest only from the sources and in the manner provided herein and in the Insurance Agreement for the payment of such principal and interest.

(b) The Indenture Trustee shall cooperate in all respects with any reasonable request by the Enhancer for action to preserve or enforce the Enhancer's rights or interest under this Indenture or the Insurance Agreement, consistent with this Indenture and without limiting the rights of the Noteholders as otherwise set forth in the Indenture, including upon the occurrence and continuance of a default under the Insurance Agreement, a request (which request shall be in writing) to take any one or more of the following actions:

(i) institute Proceedings for the collection of all amounts then payable on the Notes or under this Indenture in respect to the Notes and all amounts payable under the Insurance Agreement and to enforce any judgment obtained and collect from the Issuer monies adjudged due;

(ii) sell the Trust Estate or any portion thereof or rights or interest therein, at one or more public or private Sales (as defined in Section 5.15 hereof) called and conducted in any manner permitted by law;

(iii) cause the Issuer to file or record all assignments that have not previously been recorded;

(iv) institute Proceedings from time to time for the complete or partial foreclosure of this Indenture; and

(v) exercise any remedies of a secured party under the UCC and take any other appropriate action to protect and enforce the rights and remedies of the Enhancer hereunder.

Following the payment in full of the Notes, the Enhancer shall continue to have all rights and privileges provided to it under this Section and in all other provisions of this Indenture, until all amounts owing to the Enhancer have been paid in full.

Section 4.13 Repayment of Monies Held by Paying Agent. In connection with the satisfaction and discharge of this Indenture with respect to the Notes, all monies then held by any Paying Agent (other than the Indenture Trustee) under the provisions of this Indenture with respect to such Notes shall, upon written demand of the Issuer, be paid to the Indenture Trustee to be held and applied according to Section 3.05; and thereupon, such Paying Agent shall be released from all further liability with respect to such monies.

Section 4.14 Temporary Notes. Pending the preparation of any Definitive Notes, the Issuer may execute and upon its written direction, the Indenture Trustee may authenticate and make available for delivery, temporary Notes that are printed, lithographed, typewritten, photocopied or otherwise produced, in any denomination, substantially of the tenor of the Definitive Notes in lieu of which they are issued and with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Notes may determine, as evidenced by their execution of such Notes.

If temporary Notes are issued, the Issuer will cause Definitive Notes to be prepared without unreasonable delay. After the preparation of the Definitive Notes, the temporary Notes shall be exchangeable for Definitive Notes upon surrender of the temporary Notes at the office or agency of the Indenture Trustee, without charge to the Noteholder. Upon surrender for cancellation of any one or more temporary Notes, the Issuer shall execute and the Indenture Trustee shall authenticate and make available for delivery, in exchange therefor, Definitive Notes of authorized denominations and of like tenor and aggregate principal amount. Until so exchanged, such temporary Notes shall in all respects be entitled to the same benefits under this Indenture as Definitive Notes.

ARTICLE V

Default And Remedies

Section 5.01 Events of Default. The Issuer shall deliver to the Indenture Trustee and the Enhancer, within five days after learning of the occurrence of any event that with the giving of notice and the lapse of time would become an Event of Default under clause (c) of the definition of “Event of Default” written notice in the form of an Officer’s Certificate of its status and what action the Issuer is taking or proposes to take with respect thereto.

Section 5.02 Acceleration of Maturity; Rescission and Annulment. If an Event of Default shall occur and be continuing, then and in every such case the Indenture Trustee, acting at the written direction of the Enhancer or the Noteholders of Notes representing not less than a majority of the aggregate Note Balance of the Notes, with the written consent of the Enhancer (unless an Enhancer Default has occurred and is continuing), may declare the Notes to be immediately due and payable by a notice in writing to the Issuer (and to the Indenture Trustee if given by Noteholders); and upon any such declaration, the unpaid principal amount of the Notes,

together with accrued and unpaid interest thereon through the date of acceleration, shall become immediately due and payable.

At any time after such declaration of acceleration of maturity with respect to an Event of Default has been made and before a judgment or decree for payment of the money due has been obtained by the Indenture Trustee as hereinafter provided in this Article V, the Enhancer or the Noteholders of Notes representing a majority of the aggregate Note Balance of the Notes, with the written consent of the Enhancer, by written notice to the Issuer and the Indenture Trustee, may in writing waive the related Event of Default and rescind and annul such declaration and its consequences if:

(a) the Issuer has paid or deposited with the Indenture Trustee a sum sufficient to pay:

(i) all payments of principal of and interest on the Notes and all other amounts that would then be due hereunder or upon the Notes if the Event of Default giving rise to such acceleration had not occurred;

(ii) all sums paid or advanced by the Indenture Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Indenture Trustee and its agents and counsel; and

(iii) all Events of Default, other than the nonpayment of the principal of the Notes that has become due solely by such acceleration, have been cured or waived as provided in Section 5.12.

No such rescission shall affect any subsequent default or impair any right consequent thereto.

Section 5.03 Collection of Indebtedness and Suits for Enforcement by Indenture Trustee.

(a) The Issuer covenants that if default in the payment of (i) any interest on any Note when the same becomes due and payable, and such default continues for a period of five days, or (ii) the principal of or any installment of the principal of any Note when the same becomes due and payable, the Issuer shall, upon demand of the Indenture Trustee, pay to it, for the benefit of the Noteholders, the entire amount then due and payable on the Notes for principal and interest, with interest on the overdue principal, and in addition thereto such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Indenture Trustee and its agents and counsel.

(b) In case the Issuer shall fail forthwith to pay such amounts upon such demand, the Indenture Trustee, in its own name and as trustee of an express trust, subject to the provisions of Section 10.17 hereof, may institute a Proceeding for the collection of the sums so due and unpaid, and may prosecute such Proceeding to judgment or final decree, and may enforce the same against the Issuer or other obligor on the Notes and collect in the manner provided by law

out of the property of the Issuer or other obligor on the Notes, wherever situated, the monies adjudged or decreed to be payable.

(c) If an Event of Default shall occur and be continuing, the Indenture Trustee, subject to the provisions of Section 10.17 hereof, may, as more particularly provided in Section 5.04, in its discretion proceed to protect and enforce its rights and the rights of the Noteholders by such appropriate Proceedings as the Indenture Trustee shall deem most effective to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy or legal or equitable right vested in the Indenture Trustee by this Indenture or by law.

(d) If there shall be pending, relative to the Issuer or any other obligor on the Notes or any Person having or claiming an ownership interest in the Trust Estate, Proceedings under Title 11 of the United States Code or any other applicable federal or state bankruptcy, insolvency or other similar law, or if a receiver, assignee or trustee in bankruptcy or reorganization, liquidator, sequestrator or similar official shall have been appointed for or taken possession of the Issuer or its property or such other obligor or Person, or if there shall be any other comparable judicial Proceedings relative to the Issuer or other any other obligor on the Notes, or relative to the creditors or property of the Issuer or such other obligor, then the Indenture Trustee, irrespective of whether the principal of any Notes shall then be due and payable as therein expressed or by declaration or otherwise, and irrespective of whether the Indenture Trustee shall have made any demand pursuant to the provisions of this Section, shall be entitled and empowered, by intervention in such Proceedings or otherwise:

(i) to file and prove a claim or claims for the entire amount of principal and interest owing and unpaid in respect of the Notes and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Indenture Trustee (including any claim for reasonable compensation to the Indenture Trustee and each predecessor Indenture Trustee, and their respective agents, attorneys and counsel, and for reimbursement of all expenses and liabilities incurred, and all advances made, by the Indenture Trustee and each predecessor Indenture Trustee, except as a result of negligence, willful misconduct or bad faith) and of the Noteholders allowed in such Proceedings;

(ii) unless prohibited by applicable law and regulations, to vote on behalf of the Noteholders in any election of a trustee, a standby trustee or Person performing similar functions in any such Proceedings;

(iii) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute all amounts received with respect to the claims of the Noteholders and of the Indenture Trustee on their behalf; and

(iv) to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Indenture Trustee or the Noteholders allowed in any judicial proceedings relative to the Issuer, its creditors and its property;

and any trustee, receiver, liquidator, custodian or other similar official in any such Proceeding is hereby authorized by each of such Noteholders to make payments to the Indenture Trustee, and, in the event the Indenture Trustee shall consent to the making of payments directly to such Noteholders, to pay to the Indenture Trustee such amounts as shall be sufficient to cover reasonable compensation to the Indenture Trustee, each predecessor Indenture Trustee and their respective agents, attorneys and counsel, and all other expenses and liabilities incurred, and all advances made, by the Indenture Trustee and each predecessor Indenture Trustee, except as a result of negligence, willful misconduct or bad faith.

(e) Nothing herein contained shall be deemed to authorize the Indenture Trustee to authorize or consent to or vote for or accept or adopt on behalf of any Noteholder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Noteholder thereof or to authorize the Indenture Trustee to vote in respect of the claim of any Noteholder in any such proceeding except, as aforesaid, to vote for the election of a trustee in bankruptcy or similar Person.

(f) All rights of action and of asserting claims under this Indenture, or under any of the Notes, may be enforced by the Indenture Trustee without the possession of any of the Notes or the production thereof in any trial or other Proceedings relative thereto, and any such action or proceedings instituted by the Indenture Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment, subject to the payment of the expenses, disbursements and compensation of the Indenture Trustee, each predecessor Indenture Trustee and their respective agents and attorneys, shall be for the ratable benefit of the Noteholders.

(g) In any Proceedings to which the Indenture Trustee shall be a party (including any Proceedings involving the interpretation of any provision of this Indenture), the Indenture Trustee shall be held to represent all Noteholders, and it shall not be necessary to make any Noteholder a party to any such Proceedings.

Section 5.04 Remedies; Priorities.

(a) If an Event of Default shall have occurred and be continuing, then the Indenture Trustee, subject to the provisions of Section 10.17 hereof, with the written consent of the Enhancer may, or, at the written direction of the Enhancer, shall, do one or more of the following, in each case subject to Section 5.05:

(i) institute Proceedings in its own name and as trustee of an express trust for the collection of all amounts then payable on the Notes or under this Indenture with respect thereto, whether by declaration or otherwise and all amounts payable under the Insurance Agreement, enforce any judgment obtained, and collect from the Issuer and any other obligor on the Notes monies adjudged due;

(ii) institute Proceedings from time to time for the complete or partial foreclosure of this Indenture with respect to the Trust Estate;

(iii) exercise any remedies of a secured party under the UCC and take any other appropriate action to protect and enforce the rights and remedies of the Indenture Trustee and the Noteholders; and

(iv) sell the Trust Estate or any portion thereof or rights or interest therein, at one or more public or private sales called and conducted in any manner permitted by law;

provided, however, that the Indenture Trustee may not sell or otherwise liquidate the Trust Estate following an Event of Default, unless (A) the Indenture Trustee obtains the consent of the Enhancer, which consent will not be unreasonably withheld, and the Noteholders of 100% of the aggregate Note Balance of the Notes, (B) the proceeds of such sale or liquidation distributable to Noteholders are sufficient to discharge in full all amounts then due and unpaid upon the Notes for principal and interest and to reimburse the Enhancer for any amounts drawn under the Policy and any other amounts due the Enhancer under the Insurance Agreement or (C) the Indenture Trustee determines that the Mortgage Loans will not continue to provide sufficient funds for the payment of principal of and interest on the Notes as they would have become due if the Notes had not been declared due and payable, and the Indenture Trustee obtains the consent of the Enhancer, which consent will not be unreasonably withheld, and the Noteholders of 66 2/3% of the aggregate Note Balance of the Notes. In determining such sufficiency or insufficiency with respect to clause (B) and (C) above, the Indenture Trustee may, but need not, obtain and rely, and shall be protected in relying in good faith, upon an opinion of an Independent investment banking or accounting firm of national reputation as to the feasibility of such proposed action and as to the sufficiency of the Trust Estate for such purpose. Notwithstanding the foregoing, provided that a Servicing Default shall not have occurred, any Sale (as defined in Section 5.15 hereof) of the Trust Estate shall be made subject to the continued servicing of the Mortgage Loans by the Servicer as provided in the Servicing Agreement. Notwithstanding any sale of the Mortgage Loans pursuant to this Section 5.04(a), the Indenture Trustee shall, for so long as any principal or accrued interest on the Notes remains unpaid, continue to act as Indenture Trustee hereunder and to draw amounts payable under the Policy in accordance with the terms of the Policy.

(b) If the Indenture Trustee collects any money or property pursuant to this Article V, it shall pay out such money or property in the following order:

FIRST: to the Indenture Trustee for amounts due under Section 6.07;

SECOND: to the Noteholders of each Class of Notes, pro rata, for amounts due and unpaid on the related Class for interest, including accrued and unpaid interest on the Notes for any prior Payment Date plus interest on such unpaid amounts at the applicable Note Rate, ratably, without preference or priority of any kind, according to the amounts due and payable on such Class for interest from amounts available in the Trust Estate for such Noteholders, other than amounts in respect of Interest Carry Forward Amounts;

THIRD: to the Noteholders of each Class of Notes, pro rata, for amounts due and unpaid on the related Class for principal, ratably, without preference or priority of any kind, according to the amounts due and payable on such Class for principal, from amounts available in the Trust Estate for such Noteholders, until the respective Note Balances of such Class have been reduced to zero;

FOURTH: to the payment of all amounts due and owing the Enhancer under the Insurance Agreement;;

FIFTH: to the Certificate Paying Agent for amounts due under Article VIII of the Trust Agreement; and

SIXTH: to the payment of the remainder, if any, to the Issuer or any other person legally entitled thereto.

The Indenture Trustee may fix a record date and payment date for any payment to Noteholders pursuant to this Section 5.04. At least 15 days before such record date, the Indenture Trustee shall mail to each Noteholder a notice that states the record date, the payment date and the amount to be paid.

Section 5.05 Optional Preservation of the Trust Estate. If the Notes have been declared due and payable under Section 5.02 following an Event of Default and such declaration and its consequences have not been rescinded and annulled, the Indenture Trustee may, but need not (but shall at the written direction of the Enhancer so long as no Enhancer Default exists), elect to take and maintain possession of the Trust Estate. It is the desire of the parties hereto and the Noteholders that there be at all times sufficient funds for the payment of principal of and interest on the Notes and other obligations of the Issuer including payment to the Enhancer, and the Indenture Trustee shall take such desire into account when determining whether or not to take and maintain possession of the Trust Estate. In determining whether to take and maintain possession of the Trust Estate, the Indenture Trustee may, but need not, obtain and rely, and shall be protected in relying in good faith, upon an opinion of an Independent investment banking or accounting firm of national reputation as to the feasibility of such proposed action and as to the sufficiency of the Trust Estate for such purpose.

Section 5.06 Limitation of Suits. No Noteholder shall have any right to institute any Proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless and subject to the provisions of Section 10.17 hereof:

(a) such Noteholder shall have previously given written notice to the Indenture Trustee of a continuing Event of Default;

(b) the Noteholders of not less than 25% of the aggregate Voting Rights of the Notes shall have made written request to the Indenture Trustee to institute such Proceeding in respect of such Event of Default in its own name as Indenture Trustee hereunder;

(c) such Noteholder or Noteholders shall have offered the Indenture Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred by it in complying with such request;

(d) the Indenture Trustee for 60 days after its receipt of such notice, request and offer of indemnity shall have failed to institute such Proceedings; and

(e) no direction inconsistent with such written request shall have been given to the Indenture Trustee during such 60-day period by the Noteholders of a majority of the aggregate Voting Rights of the Notes or by the Enhancer.

It is understood and intended that no Noteholder shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other Noteholders or to obtain or to seek to obtain priority or preference over any other Noteholders or to enforce any right under this Indenture, except in the manner herein provided.

In the event the Indenture Trustee shall receive conflicting or inconsistent requests and indemnity from two or more groups of Noteholders, each representing less than a majority of the aggregate Voting Rights of the Notes, the Indenture Trustee shall act at the direction of the group of Noteholders with the greater Voting Rights. In the event that the Indenture Trustee shall receive conflicting or inconsistent requests and indemnity from two or more groups of Noteholders representing the same Voting Rights, then the Indenture Trustee in its sole discretion may determine what action, if any, shall be taken, notwithstanding any other provisions of this Indenture.

Section 5.07 Unconditional Rights of Noteholders to Receive Principal and Interest. Subject to the provisions of this Indenture, the Noteholder of any Note shall have the right, which is absolute and unconditional, to receive payment of the principal of and interest, if any, on such Note on or after the respective due dates thereof expressed in such Note or in this Indenture and to institute suit for the enforcement of any such payment, and such right shall not be impaired without the consent of such Noteholder.

Section 5.08 Restoration of Rights and Remedies. If the Indenture Trustee or any Noteholder has instituted any Proceeding to enforce any right or remedy under this Indenture and such Proceeding has been discontinued or abandoned for any reason or has been determined adversely to the Indenture Trustee or to such Noteholder, then and in every such case the Issuer, the Indenture Trustee and the Noteholders shall, subject to any determination in such Proceeding, be restored severally and respectively to their former positions hereunder, and thereafter all rights and remedies of the Indenture Trustee and the Noteholders shall continue as though no such Proceeding had been instituted.

Section 5.09 Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Indenture Trustee, the Enhancer or the Noteholders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law, in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 5.10 Delay or Omission Not a Waiver. No delay or omission of the Indenture Trustee, the Enhancer or any Noteholder to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article V or by law

to the Indenture Trustee or to the Noteholders may be exercised from time to time, and as often as may be deemed expedient, by the Indenture Trustee or by the Noteholders, as the case may be.

Section 5.11 Control by Enhancer or Noteholders. The Enhancer (so long as no Enhancer Default exists) or the Noteholders of a majority of the aggregate Note Balance of Notes with the consent of the Enhancer, shall have the right to direct the time, method and place of conducting any Proceeding for any remedy available to the Indenture Trustee with respect to the Notes or exercising any trust or power conferred on the Indenture Trustee, provided that:

(a) such direction shall not be in conflict with any rule of law or with this Indenture;

(b) subject to the express terms of Section 5.04, any written direction to the Indenture Trustee to sell or liquidate the Trust Estate shall be by the Enhancer (so long as no Enhancer Default exists) or by the Noteholders of Notes representing not less than 100% of the aggregate Note Balance of the Notes with the consent of the Enhancer;

(c) if the conditions set forth in Section 5.05 shall have been satisfied and the Indenture Trustee elects to retain the Trust Estate pursuant to such Section, then any direction to the Indenture Trustee by Noteholders of Notes representing less than 100% of the aggregate Note Balance of the Notes to sell or liquidate the Trust Estate shall be of no force and effect; and

(d) the Indenture Trustee may take any other action deemed proper by the Indenture Trustee that is not inconsistent with such direction.

Notwithstanding the rights of Noteholders set forth in this Section, subject to Section 6.01, the Indenture Trustee need not take any action that it determines (in its sole discretion) might involve it in liability or might materially adversely affect the rights of any Noteholders not consenting to such action, unless the Trustee has received satisfactory indemnity from the Enhancer or a Noteholder.

Section 5.12 Waiver of Past Defaults. Prior to the declaration of the acceleration of the maturity of the Notes as provided in Section 5.02, the Enhancer (so long as no Enhancer Default exists) or the Noteholders of not less than a majority of the aggregate Note Balance of the Notes, with the consent of the Enhancer, may waive any past Event of Default and its consequences, except an Event of Default (a) with respect to payment of principal of or interest on any of the Notes or (b) in respect of a covenant or provision hereof that cannot be modified or amended without the consent of the Noteholder of each Note. In the case of any such waiver, the Issuer, the Indenture Trustee and the Noteholders shall be restored to their respective former positions and rights hereunder; but no such waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereto.

Upon any such waiver, any Event of Default arising therefrom shall be deemed to have been cured and not to have occurred, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereto.

Section 5.13 Undertaking for Costs. All parties to this Indenture agree, and each Noteholder by such Noteholder's acceptance of the related Note shall be deemed to have agreed,

that any court may in its discretion require, in any Proceeding for the enforcement of any right or remedy under this Indenture, or in any Proceeding against the Indenture Trustee for any action taken, suffered or omitted by it as Indenture Trustee, the filing by any party litigant in such Proceeding of an undertaking to pay the costs of such Proceeding, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such Proceeding, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section 5.13 shall not apply to (a) any Proceeding instituted by the Indenture Trustee, (b) any Proceeding instituted by any Noteholder, or group of Noteholders, in each case holding in the aggregate more than 10% of the aggregate Note Balance of the Notes or (c) any Proceeding instituted by any Noteholder for the enforcement of the payment of principal of or interest on any Note on or after the respective due dates expressed in such Note and in this Indenture.

Section 5.14 Waiver of Stay or Extension Laws. The Issuer covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead or in any manner whatsoever, claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and the Issuer (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it shall not hinder, delay or impede the execution of any power herein granted to the Indenture Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

Section 5.15 Sale of Trust Estate.

(a) The power to effect any sale or other disposition (a "Sale") of any portion of the Trust Estate pursuant to Section 5.04 is expressly subject to the provisions of Section 5.05 and this Section 5.15. The power to effect any such Sale shall not be exhausted by any one or more Sales as to any portion of the Trust Estate remaining unsold, but shall continue unimpaired until the entire Trust Estate shall have been sold or all amounts payable on the Notes and under this Indenture and all amounts payable under the Insurance Agreement shall have been paid. The Indenture Trustee may from time to time postpone any public Sale by public announcement made at the time and place of such Sale. The Indenture Trustee hereby expressly waives its right to any amount fixed by law as compensation for any Sale.

(b) The Indenture Trustee shall not in any private Sale sell the Trust Estate, or any portion thereof, unless:

(i) the Noteholders of all Notes and the Enhancer direct the Indenture Trustee in writing to make, such Sale,

(ii) the proceeds of such Sale would be not less than the entire amount that would be payable to the Noteholders under the Notes, the Certificateholders under the Certificates and the Enhancer in respect of amounts drawn under the Policy and any other amounts due the Enhancer under the Insurance Agreement, in full payment thereof in accordance with Section 5.02, on the Payment Date next succeeding the date of such Sale, or

(iii) the Indenture Trustee determines, in its sole discretion, that the conditions for retention of the Trust Estate set forth in Section 5.05 cannot be satisfied (in making any such determination, the Indenture Trustee may rely and shall be protected in relying in good faith upon an opinion of an Independent investment banking firm obtained and delivered as provided in Section 5.05), and the Enhancer consents in writing to such Sale (which consent shall not be unreasonably withheld), and the Noteholders of Notes representing at least 66 2/3% of the aggregate Note Balance of the Notes consent in writing to such Sale.

The purchase by the Indenture Trustee of all or any portion of the Trust Estate at a private Sale shall not be deemed a Sale or other disposition thereof for purposes of this Section 5.15(b).

(c) Unless the Noteholders and the Enhancer shall have otherwise consented or directed the Indenture Trustee, at any public Sale of all or any portion of the Trust Estate at which a minimum bid equal to or greater than the amount described in paragraph (ii) of subsection (b) of this Section 5.15 has not been established by the Indenture Trustee and no Person bids an amount equal to or greater than such amount, then the Indenture Trustee shall bid an amount at least \$1.00 more than the highest other bid, which bid shall be subject to the provisions of Section 5.15(d)(ii) herein.

(d) In connection with a Sale of all or any portion of the Trust Estate:

(i) any Noteholder may bid for and, with the consent of the Enhancer, purchase the property offered for sale, and upon compliance with the terms of sale may hold, retain and possess and dispose of such property, without further accountability, and may, in paying the purchase money therefor, deliver any Notes or claims for interest thereon in lieu of cash up to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon, and such Notes, in case the amounts so payable thereon shall be less than the amount due thereon, shall be returned to the Noteholders thereof after being appropriately stamped to show such partial payment;

(ii) the Indenture Trustee may bid for and acquire the property offered for Sale in connection with any Sale thereof and, subject to any requirements of, and to the extent permitted by, applicable law in connection therewith, may purchase all or any portion of the Trust Estate in a private sale. In lieu of paying cash therefor, the Indenture Trustee may make settlement for the purchase price by crediting the gross Sale price against the sum of (A) the amount that would be distributable to the Noteholders and the Certificateholders and amounts owing to the Enhancer as a result of such Sale in accordance with Section 5.04(b) on the Payment Date next succeeding the date of such Sale and (B) the expenses of the Sale and of any Proceedings in connection therewith that are reimbursable to it, without being required to produce the Notes in order to complete any such Sale or in order for the net Sale price to be credited against such Notes, and any property so acquired by the Indenture Trustee shall be held and dealt with by it in accordance with the provisions of this Indenture;

(iii) the Indenture Trustee shall execute and deliver an appropriate instrument of conveyance transferring its interest in any portion of the Trust Estate in connection with a Sale thereof;

(iv) the Indenture Trustee is hereby irrevocably appointed the agent and attorney-in-fact of the Issuer to transfer and convey its interest in any portion of the Trust Estate in connection with a Sale thereof, and to take all action necessary to effect such Sale; and

(v) no purchaser or transferee at such a Sale shall be bound to ascertain the Indenture Trustee's authority, inquire into the satisfaction of any conditions precedent or see to the application of any monies.

Section 5.16 Action on Notes. The Indenture Trustee's right to seek and recover judgment on the Notes or under this Indenture shall not be affected by the seeking, obtaining or application of any other relief under or with respect to this Indenture. Neither the lien of this Indenture nor any rights or remedies of the Indenture Trustee or the Noteholders shall be impaired by the recovery of any judgment by the Indenture Trustee against the Issuer or by the levy of any execution under such judgment upon any portion of the Trust Estate or upon any of the assets of the Issuer. Any money or property collected by the Indenture Trustee shall be applied in accordance with Section 5.04(b).

Section 5.17 Performance and Enforcement of Certain Obligations.

(a) Promptly following a written request from the Enhancer or the Indenture Trustee (with the written consent of the Enhancer), the Issuer, in its capacity as owner of the Mortgage Loans, shall, with the written consent of the Enhancer, take all such lawful action as the Indenture Trustee may request to cause the Issuer to compel or secure the performance and observance by the Sellers and the Servicer, as applicable, of each of their obligations to the Issuer under or in connection with the Purchase Agreement and the Servicing Agreement, and to exercise any and all rights, remedies, powers and privileges lawfully available to the Issuer under or in connection with the Purchase Agreement and the Servicing Agreement to the extent and in the manner directed by the Indenture Trustee, as pledgee of the Mortgage Loans, including the transmission of notices of default on the part of the Sellers or the Servicer thereunder and the institution of legal or administrative actions or proceedings to compel or secure performance by the Sellers or the Servicer of each of their obligations under the Purchase Agreement and the Servicing Agreement.

(b) If an Event of Default shall have occurred and be continuing, the Indenture Trustee, as pledgee of the Mortgage Loans, subject to the rights of the Enhancer under the Servicing Agreement, may, and at the direction (which direction shall be in writing or by telephone (confirmed in writing promptly thereafter)) of the Noteholders of 66 2/3% of the aggregate Voting Rights of the Notes, shall, exercise all rights, remedies, powers, privileges and claims of the Issuer against the Sellers or the Servicer under or in connection with the Purchase Agreement and the Servicing Agreement, including the right or power to take any action to compel or secure performance or observance by the Sellers or the Servicer, as the case may be, of each of their obligations to the Issuer thereunder and to give any consent, request, notice,

direction, approval, extension or waiver under the Purchase Agreement and the Servicing Agreement, as the case may be, and any right of the Issuer to take such action shall not be suspended. In connection therewith, as determined by the Indenture Trustee, the Issuer shall take all actions necessary to effect the transfer of the Mortgage Loans to the Indenture Trustee.

ARTICLE VI

The Indenture Trustee

Section 6.01 Duties of Indenture Trustee.

(a) If an Event of Default shall have occurred and be continuing, the Indenture Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent Person would exercise or use under the circumstances in the conduct of such Person's own affairs.

(b) Except during the continuance of an Event of Default:

(i) the Indenture Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Indenture Trustee; and

(ii) in the absence of bad faith on its part, the Indenture Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates, reports or opinions furnished to the Indenture Trustee and conforming to the requirements of this Indenture; provided, however, that the Indenture Trustee shall examine the certificates, reports and opinions to determine whether or not they conform to the requirements of this Indenture.

(c) The Indenture Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(i) this paragraph does not limit the effect of paragraph (a) of this Section 6.01;

(ii) the Indenture Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer unless it is proved that the Indenture Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Indenture Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 5.11 or any direction from the Enhancer that the Enhancer is entitled to give under any of the Basic Documents.

(d) The Indenture Trustee shall not be liable for interest on any money received by it except as the Indenture Trustee may agree in writing with the Issuer.

(e) Money held in trust by the Indenture Trustee need not be segregated from other funds except to the extent required by law or the terms of this Indenture or the Trust Agreement.

(f) No provision of this Indenture shall require the Indenture Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds to believe that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(g) Every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Indenture Trustee shall be subject to the provisions of this Section and to the provisions of the TIA.

(h) With respect to each Payment Date, on the Business Day following the related Determination Date, the Indenture Trustee shall forward or cause to be forwarded by mail, or other mutually agreed-upon method, to the Enhancer and the Servicer, a statement setting forth, to the extent applicable, during the Pre-Funding Period, the Pre-Funded Amount as of such Payment Date and any transfers of funds in connection therewith.

(i) The Indenture Trustee hereby accepts appointment as Certificate Paying Agent under the Trust Agreement and agrees to be bound by the provisions of the Trust Agreement relating to the Certificate Paying Agent. The Indenture Trustee hereby agrees to be bound by the provisions of Article IX of the Trust Agreement. The rights and privileges of the Indenture Trustee granted under this Article shall be construed to include its appointment as Certificate Paying Agent.

(j) The Indenture Trustee shall not be required to take notice or be deemed to have notice or knowledge of any Event of Default (except for an Event of Default specified in clause (a) of the definition thereof) unless a Responsible Officer of the Indenture Trustee shall have received written notice or have actual knowledge thereof. In the absence of receipt of such notice or such knowledge, the Indenture Trustee may conclusively assume that there is no default or Event of Default.

(k) The Indenture Trustee shall have no duty to see to any recording or filing of any financing statement or continuation statement evidencing a security interest or to see to the maintenance of any such recording or filing or to any rerecording or refiling of any thereof.

Section 6.02 Rights of Indenture Trustee.

(a) The Indenture Trustee may rely and shall be protected in acting or refraining from acting in good faith upon any resolution, Officer's Certificate, opinion of counsel, certificate of auditors, or any other certificate, statement, instrument, report, notice, consent or other document believed by it to be genuine and to have been signed or presented by the proper person. The Indenture Trustee need not investigate any fact or matter stated in any such document.

(b) Before the Indenture Trustee acts or refrains from acting, it may require an Officer's Certificate or an Opinion of Counsel. The Indenture Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on any such Officer's Certificate or Opinion of Counsel.

(c) The Indenture Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys or a custodian or nominee, and the Indenture Trustee shall not be responsible for any misconduct or negligence on the part of, or for the supervision of, any such agent, attorney, custodian or nominee appointed with due care by it hereunder.

(d) The Indenture Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers; provided, however, that the Indenture Trustee's conduct does not constitute willful misconduct, negligence or bad faith.

(e) The Indenture Trustee may consult with counsel, and the advice or opinion of counsel with respect to legal matters relating to this Indenture and the Notes shall be full and complete authorization and protection from liability in respect to any action taken, omitted or suffered by it hereunder in good faith and in accordance with the advice or opinion of such counsel.

(f) The Indenture Trustee shall not be personally liable for any action taken, suffered or omitted by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Agreement, unless it shall be proved that the Indenture Trustee was negligent in ascertaining the pertinent facts.

(g) Prior to the occurrence of an Event of Default hereunder, and after the curing or waiver of all Events of Default that may have occurred, the Indenture Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond or other paper or document, unless requested in writing to do so by the Enhancer or the Noteholders representing a majority of the aggregate Voting Rights; provided, however, that if the payment within a reasonable time to the Indenture Trustee of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation is, in the opinion of the Indenture Trustee, not assured to the Indenture Trustee by the security afforded to it by the terms of this Indenture, the Indenture Trustee may require indemnity satisfactory to the Indenture Trustee against such cost, expense or liability as a condition to taking any such action.

(h) The Indenture Trustee shall be under no obligation to exercise any of the trusts or powers vested in it by this Agreement or to institute, conduct or defend any litigation hereunder or in relation hereto at the request, order or direction of any of the Noteholders, pursuant to the provisions of this Agreement, unless the Noteholders shall have offered to the Indenture Trustee reasonable security or indemnity against the costs, expenses and liabilities which may be incurred therein or thereby; nothing contained herein shall, however, relieve the Indenture Trustee of the obligation, upon the occurrence of an Event of Default (which has not been cured or waived), to exercise such of the rights and powers vested in it by this Agreement,

and to use the same degree of care and skill in their exercise as a prudent investor would exercise or use under the circumstances in the conduct of such investor's own affairs.

Section 6.03 Individual Rights of Indenture Trustee. The Indenture Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Issuer or its Affiliates with the same rights it would have if it were not Indenture Trustee. Any Note Registrar, co-registrar or co-paying agent may do the same with like rights. However, the Indenture Trustee must comply with Sections 6.11 and 6.12.

Section 6.04 Indenture Trustee's Disclaimer. The Indenture Trustee shall not be (i) responsible for and makes no representation as to the validity or adequacy of this Indenture or the Notes, (ii) accountable for the Issuer's use of the proceeds from the Notes or (iii) responsible for any statement of the Issuer in this Indenture or in any document issued in connection with the sale of the Notes or in the Notes, other than the Indenture Trustee's certificate of authentication thereon.

Section 6.05 Notice of Event of Default. If an Event of Default shall occur and be continuing, and if such Event of Default is known to a Responsible Officer of the Indenture Trustee, then the Indenture Trustee shall give notice thereof to the Enhancer. The Indenture Trustee shall mail to each Noteholder notice of such Event of Default within 90 days after it occurs. Except in the case of an Event of Default with respect to the payment of principal of or interest on any Note, the Indenture Trustee may withhold such notice if and so long as a committee of its Responsible Officers in good faith determines that withholding such notice is in the interests of the Noteholders.

Section 6.06 Reports by Indenture Trustee to Noteholders. The Indenture Trustee shall deliver to each Noteholder such information as may be required to enable such Noteholder to prepare its federal and state income tax returns. In addition, upon Issuer Request, the Indenture Trustee shall promptly furnish such information reasonably requested by the Issuer that is reasonably available to the Indenture Trustee to enable the Issuer to perform its federal and state income tax reporting obligations.

Section 6.07 Compensation and Indemnity. The Indenture Trustee shall be compensated and indemnified by the Servicer in accordance with Section 6.06 of the Servicing Agreement. All amounts owing the Indenture Trustee hereunder in excess of such amount, as well as any amount owed to the Indenture Trustee in accordance with Section 6.06 of the Servicing Agreement, to the extent the Servicer has failed to pay such amount, shall be paid solely as provided in Section 3.05 hereof (subject to the priorities set forth therein). The Indenture Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Issuer shall reimburse the Indenture Trustee for all reasonable out-of-pocket expenses incurred or made by it, including costs of collection, in addition to the compensation for its services. Such expenses shall include the reasonable compensation, expenses, disbursements and advances of the Indenture Trustee's agents, counsel, accountants and experts. The Issuer shall indemnify the Indenture Trustee against any and all loss, liability or expense (including attorneys' fees) incurred by it in connection with the administration of this trust and the performance of its duties hereunder. The Indenture Trustee shall notify the Issuer promptly of any claim for which it may seek indemnity. Failure by the Indenture Trustee to so

notify the Issuer shall not relieve the Issuer of its obligations hereunder. The Issuer shall defend any such claim, and the Indenture Trustee may have separate counsel and the Issuer shall pay the fees and expenses of such counsel. The Issuer is not obligated to reimburse any expense or indemnify against any loss, liability or expense incurred by the Indenture Trustee through the Indenture Trustee's own willful misconduct, negligence or bad faith.

The Issuer's payment obligations to the Indenture Trustee pursuant to this Section 6.07 shall survive the discharge of this Indenture or the termination or the resignation of the Indenture Trustee. When the Indenture Trustee incurs expenses after the occurrence of an Event of Default specified in clause (c) or (d) of the definition thereof with respect to the Issuer, such expenses are intended to constitute expenses of administration under Title 11 of the United States Code or any other applicable federal or state bankruptcy, insolvency or similar law.

Section 6.08 Replacement of Indenture Trustee. No resignation or removal of the Indenture Trustee and no appointment of a successor Indenture Trustee shall become effective until the acceptance of appointment by the successor Indenture Trustee pursuant to this Section 6.08. The Indenture Trustee may resign at any time by so notifying the Issuer and the Enhancer. The Enhancer or the Noteholders of a majority of the aggregate Note Balance of the Notes may remove the Indenture Trustee by so notifying the Indenture Trustee and the Enhancer (if given by such Noteholders) and may appoint a successor Indenture Trustee. Unless a Servicer Default has occurred and is continuing, the appointment of any successor Indenture Trustee shall be subject to the prior written approval of the Servicer. The Issuer shall remove the Indenture Trustee if:

- (a) the Indenture Trustee fails to comply with Section 6.11;
- (b) the Indenture Trustee is adjudged a bankrupt or insolvent;
- (c) a receiver or other public officer takes charge of the Indenture Trustee or its property; or
- (d) the Indenture Trustee otherwise becomes incapable of fulfilling its duties under the Basic Documents.

If the Indenture Trustee resigns or is removed or if a vacancy exists in the office of the Indenture Trustee for any reason (the Indenture Trustee in such event being referred to herein as the retiring Indenture Trustee), the Issuer shall promptly appoint a successor Indenture Trustee with the consent of the Enhancer, which consent shall not be unreasonably withheld. In addition, the Indenture Trustee shall resign to avoid being directly or indirectly controlled by the Issuer.

A successor Indenture Trustee shall deliver a written acceptance of its appointment to the retiring Indenture Trustee and to the Issuer. Thereupon, the resignation or removal of the retiring Indenture Trustee shall become effective, and the successor Indenture Trustee shall have all the rights, powers and duties of the Indenture Trustee under this Indenture. The successor Indenture Trustee shall mail a notice of its succession to the Noteholders. The retiring Indenture Trustee shall promptly transfer all property held by it as Indenture Trustee to the successor Indenture Trustee.

If a successor Indenture Trustee does not take office within 60 days after the retiring Indenture Trustee resigns or is removed, then the retiring Indenture Trustee, the Issuer or the Noteholders of a majority of aggregate Note Balance of the Notes may petition any court of competent jurisdiction for the appointment of a successor Indenture Trustee.

If the Indenture Trustee fails to comply with Section 6.11, any Noteholder may petition any court of competent jurisdiction for the removal of the Indenture Trustee and the appointment of a successor Indenture Trustee.

Notwithstanding the replacement of the Indenture Trustee pursuant to this Section, the Issuer's obligations under Section 6.07 shall continue for the benefit of the retiring Indenture Trustee.

Section 6.09 Successor Indenture Trustee by Merger. If the Indenture Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business or assets to, another corporation or banking association, then the resulting, surviving or transferee corporation without any further act shall be the successor Indenture Trustee; provided, that such corporation or banking association shall be otherwise qualified and eligible under Section 6.11. The Indenture Trustee shall provide the Rating Agencies with written notice of any such transaction occurring after the Closing Date.

If at the time of any such succession by merger, conversion or consolidation, any of the Notes shall have been authenticated but not delivered, then any such successor to the Indenture Trustee may adopt the certificate of authentication of any predecessor trustee, and deliver such Notes so authenticated. If at such time any of the Notes shall not have been authenticated, any successor to the Indenture Trustee may authenticate such Notes either in the name of any predecessor hereunder or in the name of the successor to the Indenture Trustee; and in all such cases, such certificates shall have the full force that it is anywhere in the Notes or in this Indenture provided that the certificate of the Indenture Trustee shall have.

Section 6.10 Appointment of Co-Indenture Trustee or Separate Indenture Trustee.

(a) Notwithstanding any other provisions of this Indenture, at any time, for the purpose of meeting any legal requirement of any jurisdiction in which any part of the Trust Estate may at such time be located, the Indenture Trustee shall have the power and may execute and deliver all instruments to appoint one or more Persons to act as a co-trustee or co-trustees, or separate trustee or separate trustees, of all or any part of the Issuer, and to vest in such Person or Persons, in such capacity and for the benefit of the Noteholders, such title to the Trust Estate, or any part thereof, and, subject to the other provisions of this Section, such powers, duties, obligations, rights and trusts as the Indenture Trustee may consider necessary or desirable. No co-trustee or separate trustee hereunder shall be required to meet the terms of eligibility as a successor trustee under Section 6.11, and no notice to Noteholders of the appointment of any co-trustee or separate trustee shall be required under Section 6.08 hereof.

(b) Every separate trustee and co-trustee shall, to the extent permitted by law, be appointed and act subject to the following provisions and conditions:

(i) all rights, powers, duties and obligations conferred or imposed upon the Indenture Trustee shall be conferred or imposed upon and exercised or performed by the Indenture Trustee and such separate trustee or co-trustee jointly (it being understood that such separate trustee or co-trustee is not authorized to act separately without the Indenture Trustee joining in such act), except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed the Indenture Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations (including the holding of title to the Trust Estate or any portion thereof in any such jurisdiction) shall be exercised and performed singly by such separate trustee or co-trustee, but solely at the direction of the Indenture Trustee;

(ii) no trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder; and

(iii) the Indenture Trustee may at any time accept the resignation of or remove any separate trustee or co-trustee.

(c) Any notice, request or other writing given to the Indenture Trustee shall be deemed to have been given to each of the then separate trustees and co-trustees, as effectively as if given to each of them. Every instrument appointing any separate trustee or co-trustee shall refer to this Agreement and the conditions of this Article VI. Each separate trustee and co-trustee, upon its acceptance of the trusts conferred, shall be vested with the estates or property specified in its instrument of appointment, either jointly with the Indenture Trustee or separately, as may be provided therein, subject to all the provisions of this Indenture, specifically including every provision of this Indenture relating to the conduct of, affecting the liability of, or affording protection to, the Indenture Trustee. Every such instrument shall be filed with the Indenture Trustee.

(d) Any separate trustee or co-trustee may at any time constitute the Indenture Trustee, its agent or attorney-in-fact with full power and authority, to the extent not prohibited by law, to do any lawful act under or in respect of this Indenture on its behalf and in its name. If any separate trustee or co-trustee shall die, become incapable of acting, resign or be removed, all of its estates, properties, rights, remedies and trusts shall vest in and be exercised by the Indenture Trustee, to the extent permitted by law, without the appointment of a new or successor trustee.

Section 6.11 Eligibility; Disqualification. The Indenture Trustee shall at all times satisfy the requirements of TIA § 310(a). The Indenture Trustee shall have a combined capital and surplus of at least \$50,000,000 as set forth in its most recent published annual report of condition and it or its parent shall have a long-term debt rating of A or better by Moody's. The Indenture Trustee shall comply with TIA § 310(b), including the optional provision permitted by the second sentence of TIA § 310(b)(9); provided, however, that there shall be excluded from the operation of TIA § 310(b)(1) any indenture or indentures under which other securities of the Issuer are outstanding if the requirements for such exclusion set forth in TIA § 310(b)(1) are met.

Section 6.12 Preferential Collection of Claims Against Issuer. The Indenture Trustee shall comply with TIA § 311(a), excluding any creditor relationship listed in TIA § 311(b). An Indenture Trustee that has resigned or been removed shall be subject to TIA § 311(a) to the extent indicated.

Section 6.13 Representations and Warranties. The Indenture Trustee hereby represents and warrants that:

(a) The Indenture Trustee is duly organized, validly existing and in good standing as a national banking association with power and authority to own its properties and to conduct its business as such properties are currently owned and such business is currently conducted.

(b) The Indenture Trustee has the power and authority to execute and deliver this Indenture and to carry out its terms; and the execution, delivery and performance of this Indenture have been duly authorized by the Indenture Trustee by all necessary corporate action.

(c) The consummation of the transactions contemplated by this Indenture and the fulfillment of the terms hereof do not conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time) a default under, the articles of organization or bylaws of the Indenture Trustee or any agreement or other instrument to which the Indenture Trustee is a party or by which it is bound.

(d) To the Indenture Trustee's best knowledge, there are no Proceedings or investigations pending or threatened before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Indenture Trustee or its properties (A) asserting the invalidity of this Indenture, (B) seeking to prevent the consummation of any of the transactions contemplated by this Indenture or (C) seeking any determination or ruling that might materially and adversely affect the performance by the Indenture Trustee of its obligations under, or the validity or enforceability of, this Indenture.

(e) The Indenture Trustee does not have notice of any adverse claim (as such terms are used in Section 8-302 of the UCC in effect in the State of Delaware) with respect to the Mortgage Loans.

Section 6.14 Directions to Indenture Trustee. The Indenture Trustee is hereby directed:

(a) to accept the pledge of the Mortgage Loans and hold the assets of the Trust in trust for the Noteholders and the Enhancer;

(b) to authenticate and deliver the Notes substantially in the form prescribed by Exhibit A in accordance with the terms of this Indenture;

(c) to execute the Hedge Agreements and take all actions thereunder; and

(d) to take all other actions as shall be required to be taken by the terms of this Indenture.

Section 6.15 Indenture Trustee May Own Securities. The Indenture Trustee, in its individual or any other capacity, may become the owner or pledgee of Securities, and, subject to the TIA, may transact business with the other parties interested herein, with the same rights it would have if it were not Indenture Trustee.

ARTICLE VII

Noteholders' Lists and Reports

Section 7.01 Issuer to Furnish Indenture Trustee Names and Addresses of Noteholders. The Issuer shall furnish or cause to be furnished to the Indenture Trustee (a) not more than five days after each Record Date, a list, in such form as the Indenture Trustee may reasonably require, of the names and addresses of the Noteholders as of such Record Date, and (b) at such other times as the Indenture Trustee and the Enhancer may request in writing, within 30 days after receipt by the Issuer of any such request, a list of similar form and content as of a date not more than 10 days prior to the time such list is furnished; provided, however, that for so long as the Indenture Trustee is the Note Registrar, no such list need be furnished.

Section 7.02 Preservation of Information; Communications to Noteholders.

(a) The Indenture Trustee shall preserve, in as current a form as is reasonably practicable, the names and addresses of the Noteholders contained in the most recent list furnished to the Indenture Trustee as provided in Section 7.01 and the names and addresses of the Noteholders received by the Indenture Trustee in its capacity as Note Registrar. The Indenture Trustee may destroy any list furnished to it as provided in such Section 7.01 upon receipt of a new list so furnished.

(b) Noteholders may communicate pursuant to TIA § 312(b) with other Noteholders with respect to their rights under this Indenture or under the Notes.

(c) The Issuer, the Indenture Trustee and the Note Registrar shall have the protection of TIA § 312(c).

Section 7.03 Reports by Issuer.

(a) The Issuer shall:

(i) file with the Indenture Trustee, within 15 days after the Issuer is required to file the same with the Commission, copies of the annual reports and the information, documents and other reports (or copies of such portions of any of the foregoing as the Commission may from time to time by rules and regulations prescribe) that the Issuer may be required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act;

(ii) file with the Indenture Trustee and the Commission, in accordance with rules and regulations prescribed from time to time by the Commission, such additional information, documents and reports with respect to compliance by the Issuer

with the conditions and covenants of this Indenture as may be required from time to time by such rules and regulations; and

(iii) supply to the Indenture Trustee (and the Indenture Trustee shall transmit by mail to all Noteholders described in TIA § 313(c)) such summaries of any information, documents and reports required to be filed by the Issuer pursuant to clauses (i) and (ii) of this Section 7.03(a) and by rules and regulations prescribed from time to time by the Commission.

(b) Unless the Issuer otherwise determines, the fiscal year of the Issuer shall end on December 31 of each year.

Section 7.04 Reports by Indenture Trustee. If required by TIA § 313(a), within 60 days after each January 1, beginning with January 1, 2006, the Indenture Trustee shall make available to each Noteholder and the Enhancer as required by TIA § 313(c) a brief report dated as of such date that complies with TIA § 313(a). The Indenture Trustee also shall comply with TIA § 313(b).

A copy of each report at the time of its distribution to Noteholders shall be filed by the Indenture Trustee with the Commission, if required, and each stock exchange, if any, on which the Notes are listed. The Issuer shall notify the Indenture Trustee if and when the Notes are listed on any stock exchange.

ARTICLE VIII

Accounts, Disbursements and Releases

Section 8.01 Collection of Money. Except as otherwise expressly provided herein, the Indenture Trustee may demand payment or delivery of, and shall receive and collect, directly and without intervention or assistance of any fiscal agent or other intermediary, all money and other property payable to or receivable by the Indenture Trustee pursuant to this Indenture. The Indenture Trustee shall apply all such money received by it as provided in this Indenture. Except as otherwise expressly provided in this Indenture, if any default occurs in the making of any payment or performance under any agreement or instrument that is part of the Trust Estate, the Indenture Trustee may take such action as may be appropriate to enforce such payment or performance, including the institution and prosecution of appropriate Proceedings. Any such action shall be without prejudice to any right to claim a Default or Event of Default under this Indenture and any right to proceed thereafter as provided in Article V.

Section 8.02 Trust Accounts.

(a) On or prior to the Closing Date, the Issuer shall cause the Indenture Trustee to establish and maintain, in the name of the Indenture Trustee, for the benefit of the Noteholders, the Enhancer and the Certificate Paying Agent, on behalf of the Certificateholders, the Note Payment Account as provided in Section 3.01 of this Indenture.

(b) All monies deposited from time to time in the Note Payment Account pursuant to the Servicing Agreement and all deposits therein pursuant to this Indenture are for

the benefit of the Noteholders, the Enhancer and the Certificate Paying Agent, on behalf of the Certificateholders, and all investments made with such monies, including all income or other gain from such investments, are for the benefit of the Servicer as provided in Section 5.01 of the Servicing Agreement.

On each Payment Date, the Indenture Trustee shall distribute all amounts on deposit in the Note Payment Account to the Noteholders in respect of the Notes and, in its capacity as Certificate Paying Agent, to the Certificateholders from the Distribution Account in the order of priority set forth in Section 3.05 (except as otherwise provided in Section 5.04(b) and in accordance with the Servicing Certificate).

The Indenture Trustee shall invest any funds in the Note Payment Account in Permitted Investments selected in writing by the Servicer maturing no later than the Business Day preceding the next succeeding Payment Date (except that any investment in the institution with which the Note Payment Account is maintained may mature on such Payment Date) and shall not be sold or disposed of prior to the maturity. In addition, such Permitted Investments shall not be purchased at a price in excess of par. The Indenture Trustee shall have no liability whatsoever for investment losses on Permitted Investments, if such investments are made in accordance with the provisions of this Indenture and the Indenture Trustee is not the obligor under the Permitted Investment.

Section 8.03 Officer's Certificate. The Indenture Trustee shall receive at least seven days' notice when requested by the Issuer to take any action pursuant to Section 8.05(a), accompanied by copies of any instruments to be executed, and the Indenture Trustee shall also require, as a condition to such action, an Officer's Certificate, in form and substance satisfactory to the Indenture Trustee, stating the legal effect of any such action, outlining the steps required to complete the same, and concluding that all conditions precedent to the taking of such action have been complied with.

Section 8.04 Termination Upon Distribution to Noteholders. This Indenture and the respective obligations and responsibilities of the Issuer and the Indenture Trustee created hereby shall terminate upon the distribution to the Noteholders, the Certificate Paying Agent on behalf of the Certificateholders and the Indenture Trustee of all amounts required to be distributed pursuant to Article III; provided, however, that in no event shall the trust created hereby continue beyond the expiration of 21 years from the death of the survivor of the descendants of Joseph P. Kennedy, the late ambassador of the United States to the Court of St. James's, living on the date hereof.

Section 8.05 Release of Trust Estate.

(a) Subject to the payment of its fees, expenses and indemnification, the Indenture Trustee may, and when required by the provisions of this Indenture or the Servicing Agreement, shall, execute instruments to release property from the lien of this Indenture, or convey the Indenture Trustee's interest in the same, in a manner and under circumstances that are not inconsistent with the provisions of this Indenture. No Person relying upon an instrument executed by the Indenture Trustee as provided in Article VIII hereunder shall be bound to

ascertain the Indenture Trustee's authority, inquire into the satisfaction of any conditions precedent, or see to the application of any monies.

(b) The Indenture Trustee shall, at such time as (i) there are no Notes Outstanding, (ii) all sums due the Indenture Trustee pursuant to this Indenture have been paid and (iii) all sums due the Enhancer have been paid, release any remaining portion of the Trust Estate that secured the Notes from the lien of this Indenture.

(c) The Indenture Trustee shall release property from the lien of this Indenture pursuant to this Section 8.05 only upon receipt of an Issuer Request accompanied by an Officer's Certificate and a letter from the Enhancer stating that the Enhancer has no objection to such request from the Issuer.

(d) The Indenture Trustee shall, at the request of the Issuer or the Depositor, surrender the Policy to the Enhancer for cancellation, upon final payment of principal of and interest on the Notes.

Section 8.06 Surrender of Notes Upon Final Payment. By acceptance of any Note, the Noteholder thereof agrees to surrender such Note to the Indenture Trustee promptly, prior to such Noteholder's receipt of the final payment thereon.

ARTICLE IX

Supplemental Indentures

Section 9.01 Supplemental Indentures Without Consent of Noteholders.

(a) Without the consent of the Noteholders of any Notes but with prior notice to the Rating Agencies and the prior written consent of the Enhancer (which consent shall not be unreasonably withheld and so long as no Enhancer Default exists), the Issuer and the Indenture Trustee, when authorized by an Issuer Request, at any time and from time to time, may enter into one or more indentures supplemental hereto (which shall conform to the provisions of the Trust Indenture Act as in force at the date of the execution thereof), in form satisfactory to the Indenture Trustee, for any of the following purposes:

(i) to correct or amplify the description of any property at any time subject to the lien of this Indenture, or better to assure, convey and confirm unto the Indenture Trustee any property subject or required to be subjected to the lien of this Indenture, or to subject to the lien of this Indenture additional property;

(ii) to evidence the succession, in compliance with the applicable provisions hereof, of another Person to the Issuer, and the assumption by any such successor of the covenants of the Issuer herein and in the Notes contained;

(iii) to add to the covenants of the Issuer, for the benefit of the Noteholders or the Enhancer, or to surrender any right or power herein conferred upon the Issuer;

(iv) to convey, transfer, assign, mortgage or pledge any property to or with the Indenture Trustee;

(v) to cure any ambiguity, to correct any error or to correct or supplement any provision herein or in any supplemental indenture that may be inconsistent with any other provision herein or in any supplemental indenture;

(vi) to make any other provisions with respect to matters or questions arising under this Indenture or in any supplemental indenture; provided, that such action shall not materially and adversely affect the interests of the Noteholders or the Enhancer (as evidenced by an Opinion of Counsel);

(vii) to evidence and provide for the acceptance of the appointment hereunder by a successor trustee with respect to the Notes and to add to or change any of the provisions of this Indenture as shall be necessary to facilitate the administration of the trusts hereunder by more than one trustee, pursuant to the requirements of Article VI; or

(viii) to modify, eliminate or add to the provisions of this Indenture to such extent as shall be necessary to effect the qualification of this Indenture under TIA or under any similar federal statute hereafter enacted and to add to this Indenture such other provisions as may be expressly required by TIA;

provided, however, that no such supplemental indenture shall be entered into unless the Indenture Trustee shall have received an Opinion of Counsel to the effect that the execution of such supplemental indenture will not give rise to any material adverse tax consequence to the Noteholders, including any Adverse REMIC Event.

The Indenture Trustee is hereby authorized to join in the execution of any such supplemental indenture and to make any further appropriate agreements and stipulations that may be therein contained.

(b) The Issuer and the Indenture Trustee, when authorized by an Issuer Request, may, without the consent of any Noteholder but with prior notice to the Rating Agencies and the Enhancer, enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Indenture or of modifying in any manner the rights of the Noteholders under this Indenture; provided, however, that such action shall not, as evidenced by an Opinion of Counsel, (i) adversely affect in any material respect the interests of any Noteholder or the Enhancer or (ii) cause the Issuer to be subject to an entity level tax.

Section 9.02 Supplemental Indentures With Consent of Noteholders. The Issuer and the Indenture Trustee, when authorized by an Issuer Request, may, with prior notice to the Rating Agencies and with the consent of the Enhancer and with the consent of the Noteholders of not less than a majority of the Voting Rights of each Class of Notes affected thereby, by Act (as defined in Section 10.03 hereof) of such Noteholders delivered to the Issuer and the Indenture Trustee, enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Indenture or of modifying in any manner the rights of the Noteholders under this Indenture; provided,

however, that no such supplemental indenture shall, without the consent of the Noteholder of each Note affected thereby:

(a) change the date of payment of any installment of principal of or interest on any Note, or reduce the principal amount thereof or the Note Rate thereon, change the provisions of this Indenture relating to the application of collections on, or the proceeds of the sale of, the Trust Estate to payment of principal of or interest on the Notes, or change any place of payment where, or the coin or currency in which, any Note or the interest thereon is payable, or impair the right to institute suit for the enforcement of the provisions of this Indenture requiring the application of funds available therefor, as provided in Article V, to the payment of any such amount due on the Notes on or after the respective due dates thereof;

(b) reduce the percentage of Voting Rights of any Class of the Notes, the consent of the Noteholders of which is required for any such supplemental indenture, or the consent of the Noteholders of which is required for any waiver of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences provided for in this Indenture;

(c) modify or alter the provisions of the proviso to the definition of the term “Outstanding” or modify or alter the exception in the definition of the term “Noteholder”;

(d) reduce the percentage of Voting Rights of the Notes required to direct the Indenture Trustee to direct the Issuer to sell or liquidate the Trust Estate pursuant to Section 5.04;

(e) modify any provision of this Section 9.02 except to increase any percentage specified herein or to provide that certain additional provisions of this Indenture or the other Basic Documents cannot be modified or waived without the consent of the Noteholder of each Note affected thereby;

(f) modify any of the provisions of this Indenture in such manner as to affect the calculation of the amount of any payment of interest or principal due on any Note on any Payment Date (including the calculation of any of the individual components of such calculation); or

(g) permit the creation of any lien ranking prior to or on a parity with the lien of this Indenture with respect to any part of the Trust Estate or, except as otherwise permitted or contemplated herein, terminate the lien of this Indenture on any property at any time subject hereto or deprive the Noteholder of any Note of the security provided by the lien of this Indenture; and provided further, that such action shall not, as evidenced by an Opinion of Counsel, cause the Issuer to be subject to an entity level tax or cause any Adverse REMIC Event.

The Indenture Trustee may in its discretion determine whether or not any Notes would be affected by any supplemental indenture and any such determination shall be conclusive upon the Noteholders of all Notes, whether theretofore or thereafter authenticated and delivered hereunder. The Indenture Trustee shall not be liable for any such determination made in good faith.

It shall not be necessary for any Act (as defined in Section 10.03 hereof) of Noteholders under this Section 9.02 to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such Act shall approve the substance thereof.

Promptly after the execution by the Issuer and the Indenture Trustee of any supplemental indenture pursuant to this Section 9.02, the Indenture Trustee shall mail to the Noteholders of the Notes to which such amendment or supplemental indenture relates a notice setting forth in general terms the substance of such supplemental indenture. Any failure of the Indenture Trustee to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

Section 9.03 Execution of Supplemental Indentures. In executing, or permitting the additional trusts created by, any supplemental indenture permitted by this Article IX or the modification thereby of the trusts created by this Indenture, the Indenture Trustee shall be entitled to receive and, subject to Sections 6.01 and 6.02, shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such supplemental indenture is authorized or permitted by this Indenture. The Indenture Trustee may, but shall not be obligated to, enter into any such supplemental indenture that affects the Indenture Trustee's own rights, duties, liabilities or immunities under this Indenture or otherwise.

Section 9.04 Effect of Supplemental Indenture. Upon the execution of any supplemental indenture pursuant to the provisions hereof, this Indenture shall be and shall be deemed to be modified and amended in accordance therewith with respect to the Notes affected thereby, and the respective rights, limitations of rights, obligations, duties, liabilities and immunities under this Indenture of the Indenture Trustee, the Issuer and the Noteholders shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 9.05 Conformity with Trust Indenture Act. Every amendment of this Indenture and every supplemental indenture executed pursuant to this Article IX shall conform to the requirements of TIA as in effect at the time of such amendment or supplement so long as this Indenture shall then be qualified under TIA.

Section 9.06 Reference in Notes to Supplemental Indentures. Notes authenticated and delivered after the execution of any supplemental indenture pursuant to this Article IX may, and if required by the Indenture Trustee, shall, bear a notation in form approved by the Indenture Trustee as to any matter provided for in such supplemental indenture. If the Issuer or the Indenture Trustee shall so determine, new Notes so modified as to conform, in the opinion of the Indenture Trustee and the Issuer, to any such supplemental indenture may be prepared and executed by the Issuer and authenticated and delivered by the Indenture Trustee in exchange for Outstanding Notes.

ARTICLE X

Miscellaneous

Section 10.01 Compliance Certificates and Opinions, etc.

(a) Upon any application or request by the Issuer to the Indenture Trustee to take any action under any provision of this Indenture, the Issuer shall furnish to the Indenture Trustee and the Enhancer (i) an Officer's Certificate stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with and (ii) an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent, if any, have been complied with, except that, in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture, no additional certificate or opinion need be furnished.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(i) a statement that each signatory of such certificate or opinion has read or has caused to be read such covenant or condition and the definitions herein relating thereto;

(ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(iii) a statement that, in the opinion of each such signatory, such signatory has made such examination or investigation as is necessary to enable such signatory to express an informed opinion as to whether or not such covenant or condition has been complied with;

(iv) a statement as to whether, in the opinion of each such signatory, such condition or covenant has been complied with; and

(v) if the signer of such certificate or opinion is required to be Independent, the statement required by the definition of the term "Independent".

(b) (i) Prior to the deposit of any Collateral or other property or securities with the Indenture Trustee that is to be made the basis for the release of any property or securities subject to the lien of this Indenture, the Issuer shall, in addition to any obligation imposed in Section 10.01(a) or elsewhere in this Indenture, furnish to the Indenture Trustee an Officer's Certificate certifying or stating the opinion of each person signing such certificate as to the fair value (within 90 days of such deposit) to the Issuer of the Collateral or other property or securities to be so deposited.

(ii) Whenever the Issuer is required to furnish to the Indenture Trustee an Officer's Certificate certifying or stating the opinion of any signer thereof as to the matters described in clause (i) above, the Issuer shall also deliver to the Indenture Trustee

an Independent Certificate as to the same matters, if the fair value to the Issuer of the securities to be so deposited and of all other such securities made the basis of any such withdrawal or release since the commencement of the then-current fiscal year of the Issuer, as set forth in the certificates delivered pursuant to clause (i) above and this clause (ii), is 10% or more of the aggregate Note Balance of the Notes, but such a certificate need not be furnished with respect to any securities so deposited, if the fair value thereof to the Issuer as set forth in the related Officer's Certificate is less than \$25,000 or less than one percent of the aggregate Note Balance of the Notes.

(iii) Whenever any property or securities are to be released from the lien of this Indenture, the Issuer shall furnish to the Indenture Trustee an Officer's Certificate certifying or stating the opinion of each person signing such certificate as to the fair value (within 90 days of such release) of the property or securities proposed to be released and stating that in the opinion of such person the proposed release will not impair the security under this Indenture in contravention of the provisions hereof.

(iv) Whenever the Issuer is required to furnish to the Indenture Trustee an Officer's Certificate certifying or stating the opinion of any signer thereof as to the matters described in clause (iii) above, the Issuer shall also furnish to the Indenture Trustee an Independent Certificate as to the same matters if the fair value of the property or securities and of all other property, other than property as contemplated by clause (v) below or securities released from the lien of this Indenture since the commencement of the then-current calendar year, as set forth in the certificates required by clause (iii) above and this clause (iv), equals 10% or more of the aggregate Note Balance of the Notes, but such certificate need not be furnished in the case of any release of property or securities if the fair value thereof as set forth in the related Officer's Certificate is less than \$25,000 or less than one percent of the aggregate Note Balance of the Notes.

(v) Notwithstanding the foregoing, this Section 10.01(b) shall not apply to (A) collection upon, sales or other dispositions of the Mortgage Loans as and to the extent permitted or required by the Basic Documents or (B) the making of cash payments out of the Note Payment Account as and to the extent permitted or required by the Basic Documents, so long as the Issuer shall deliver to the Indenture Trustee every six months, commencing December 31, 2005, an Officer's Certificate of the Issuer stating that all the dispositions of Collateral described in clauses (A) or (B) above that occurred during the preceding six calendar months (or such longer period, in the case of the first such Officer's Certificate) were permitted or required by the Basic Documents and that the proceeds thereof were applied in accordance with the Basic Documents.

Section 10.02 Form of Documents Delivered to Indenture Trustee.

In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of an Authorized Officer of the Issuer may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous. Any such certificate of an Authorized Officer or Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of either Seller or the Issuer, stating that the information with respect to such factual matters is in the possession of either Seller or the Issuer, unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

Whenever in this Indenture, in connection with any application or certificate or report to the Indenture Trustee, it is provided that the Issuer shall deliver any document as a condition of the granting of such application, or as evidence of the Issuer's compliance with any term hereof, it is intended that the truth and accuracy, at the time of the granting of such application or at the effective date of such certificate or report (as the case may be), of the facts and opinions stated in such document shall in such case be conditions precedent to the right of the Issuer to have such application granted or to the sufficiency of such certificate or report. The foregoing shall not, however, be construed to affect the Indenture Trustee's right to rely upon the truth and accuracy of any statement or opinion contained in any such document as provided in Article VI.

Section 10.03 Acts of Noteholders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Noteholders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Noteholders in person or by agents duly appointed in writing; and except as herein otherwise expressly provided such action shall become effective when such instrument or instruments are delivered to the Indenture Trustee, and, where it is hereby expressly required, to the Issuer. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of the Noteholders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and (subject to Section 6.01) conclusive in favor of the Indenture Trustee and the Issuer, if made in the manner provided in this Section 10.03.

(b) The fact and date of the execution by any person of any such instrument or writing may be proved in any manner that the Indenture Trustee deems sufficient.

(c) The ownership of Notes shall be proved by the Note Register.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other action by the Noteholder of any Note shall bind the Noteholder of every Note issued upon the registration thereof or in exchange therefor or in lieu thereof, in respect of anything done,

omitted or suffered to be done by the Indenture Trustee or the Issuer in reliance thereon, whether or not notation of such action is made upon such Note.

Section 10.04 Notices, etc., to Indenture Trustee, Issuer, Enhancer and Rating Agencies. Any request, demand, authorization, direction, notice, consent, waiver or Act of Noteholders or other documents provided or permitted by this Indenture shall be in writing and if such request, demand, authorization, direction, notice, consent, waiver or Act of Noteholders is to be made upon, given or furnished to or filed with:

(a) the Indenture Trustee by any Noteholder or by the Issuer shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing to or with the Indenture Trustee at its Corporate Trust Office. The Indenture Trustee shall promptly transmit any notice received by it from the Noteholders to the Issuer;

(b) the Issuer by the Indenture Trustee or by any Noteholder shall be sufficient for every purpose hereunder if in writing and mailed first-class, postage prepaid to the Issuer addressed to: GMACM Home Equity Loan Trust 2005-HE2, in care of the Owner Trustee, or at any other address previously furnished in writing to the Indenture Trustee by the Issuer. The Issuer shall promptly transmit any notice received by it from the Noteholders to the Indenture Trustee; or

(c) the Enhancer by the Issuer, the Indenture Trustee or by any Noteholders shall be sufficient for every purpose hereunder to in writing and mailed, first-class postage pre-paid, or personally delivered or telecopied to: Financial Guaranty Insurance Company, 125 Park Avenue, 6th Floor, New York, New York 10017, Attention: Research and Risk Management (GMACM Home Loan Trust 2005-HE2), telecopier number (212) 312-3000. The Enhancer shall promptly transmit any notice received by it from the Issuer, the Indenture Trustee or the Noteholders to the Issuer or Indenture Trustee, as the case may be

Notices required to be given to the Rating Agencies by the Issuer, the Indenture Trustee or the Owner Trustee shall be in writing, personally delivered or mailed by certified mail, return receipt requested, to (i) in the case of Moody's, at the following address: Moody's Investors Service, Inc., ABS Monitoring Department, 99 Church Street, New York, New York 10007, (ii) in the case of Standard & Poor's, at the following address: Standard & Poor's, 55 Water Street, New York, New York 10004, Attention: Asset Backed Surveillance Department; and (iii) in the case of DBRS, at the following address: Dominion Bond Rating Service, Inc., 55 Broadway, 15th Floor, New York, New York 10006, or, as to each of the foregoing Persons, at such other address as shall be designated by written notice to the other foregoing Persons.

Section 10.05 Notices to Noteholders; Waiver. Where this Indenture provides for notice to Noteholders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class, postage prepaid to each Noteholder affected by such event, at such Person's address as it appears on the Note Register, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice. In any case where notice to Noteholders is given by mail, neither the failure to mail such notice nor any defect in any notice so mailed to any particular Noteholder shall affect the sufficiency of such notice with respect to other Noteholders, and any notice that is mailed in the manner herein

provided shall conclusively be presumed to have been duly given regardless of whether such notice is in fact actually received.

Where this Indenture provides for notice in any manner, such notice may be waived in writing by any Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Noteholders shall be filed with the Indenture Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such a waiver.

In case, by reason of the suspension of regular mail service as a result of a strike, work stoppage or similar activity, it shall be impractical to mail notice of any event to Noteholders when such notice is required to be given pursuant to any provision of this Indenture, then any manner of giving such notice as shall be satisfactory to the Indenture Trustee shall be deemed to be a sufficient giving of such notice.

Where this Indenture provides for notice to the Rating Agencies, failure to give such notice shall not affect any other rights or obligations created hereunder, and shall not under any circumstance constitute an Event of Default.

Section 10.06 Alternate Payment and Notice Provisions. Notwithstanding any provision of this Indenture or any of the Notes to the contrary, the Issuer may enter into any agreement with any Noteholder providing for a method of payment, or notice by the Indenture Trustee to such Noteholder, that is different from the methods provided for in this Indenture for such payments or notices. The Issuer shall furnish to the Indenture Trustee a copy of each such agreement and the Indenture Trustee shall cause payments to be made and notices to be given in accordance with such agreements.

Section 10.07 Conflict with Trust Indenture Act. If any provision hereof limits, qualifies or conflicts with another provision hereof that is required to be included in this Indenture by any of the provisions of TIA, such required provision shall control.

The provisions of TIA §§ 310 through 317 that impose duties on any Person (including the provisions automatically deemed included herein unless expressly excluded by this Indenture) are a part of and govern this Indenture, whether or not physically contained herein.

Section 10.08 Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 10.09 Successors and Assigns. All covenants and agreements in this Indenture and the Notes by the Issuer shall bind its successors and assigns, whether so expressed or not. All agreements of the Indenture Trustee in this Indenture shall bind its successors, co-trustees and agents.

Section 10.10 Severability. In case any provision in this Indenture or in the Notes shall be held invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 10.11 Benefits of Indenture. Nothing in this Indenture or in the Notes, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, and the Noteholders, the Enhancer and any other party secured hereunder, and any other Person with an ownership interest in any part of the Trust Estate, any benefit or any legal or equitable right, remedy or claim under this Indenture. The Enhancer shall be a third party beneficiary of this Agreement.

Section 10.12 Legal Holidays. In any case where the date on which any payment is due shall not be a Business Day, then (notwithstanding any other provision of the Notes or this Indenture) payment need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the date on which nominally due, and no interest shall accrue for the period from and after any such nominal date.

Section 10.13 GOVERNING LAW. THIS INDENTURE SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICTS OF LAW PROVISIONS (EXCEPT SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATION LAW), AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

Section 10.14 Counterparts. This Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 10.15 Recording of Indenture. If this Indenture is subject to recording in any appropriate public recording offices, such recording is to be effected by the Issuer and at its expense accompanied by an Opinion of Counsel (which counsel shall be reasonably acceptable to the Indenture Trustee) to the effect that such recording is necessary either for the protection of the Noteholders or any other Person secured hereunder or for the enforcement of any right or remedy granted to the Indenture Trustee under this Indenture.

Section 10.16 Issuer Obligation. No recourse may be taken, directly or indirectly, with respect to the obligations of the Issuer, the Owner Trustee or the Indenture Trustee on the Notes or under this Indenture or any certificate or other writing delivered in connection herewith or therewith, against (i) the Indenture Trustee or the Owner Trustee in its individual capacity, (ii) any owner of a beneficial interest in the Issuer or (iii) any partner, owner, beneficiary, agent, officer, director, employee or agent of the Indenture Trustee or the Owner Trustee in its individual capacity, any holder of a beneficial interest in the Issuer, the Owner Trustee or the Indenture Trustee or of any successor or assign of the Indenture Trustee or the Owner Trustee in its individual capacity, except as any such Person may have expressly agreed (it being understood that the Indenture Trustee and the Owner Trustee have no such obligations in their respective individual capacities), and except that any such partner, owner or beneficiary shall be fully liable, to the extent provided by applicable law, for any unpaid consideration for stock, unpaid capital contribution or failure to pay any installment or call owing to such entity. For all purposes of this Indenture, in the performance of any duties or obligations of the Issuer hereunder, the Owner Trustee shall be subject to, and entitled to the benefits of, the terms and provisions of Articles VI, VII and VIII of the Trust Agreement.

Section 10.17 No Petition. The Indenture Trustee, by entering into this Indenture, and each Noteholder, by its acceptance of a Note, hereby covenant and agree that they will not at any time institute against the Depositor or the Issuer, or join in any institution against the Depositor or the Issuer of, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings under any United States federal or state bankruptcy or similar law in connection with any obligations relating to the Notes, this Indenture or any of the other Basic Documents.

Section 10.18 Inspection. The Issuer agrees that, on reasonable prior notice, it shall permit any representative of the Indenture Trustee, during the Issuer's normal business hours, to examine all the books of account, records, reports and other papers of the Issuer, to make copies and extracts therefrom, to cause such books to be audited by Independent certified public accountants, and to discuss the Issuer's affairs, finances and accounts with the Issuer's officers, employees, and Independent certified public accountants, all at such reasonable times and as often as may be reasonably requested. The Indenture Trustee shall and shall cause its representatives to hold in confidence all such information except to the extent disclosure may be required by law (and all reasonable applications for confidential treatment are unavailing) and except to the extent that the Indenture Trustee may reasonably determine that such disclosure is consistent with its obligations hereunder.

Section 10.19 Act on Instructions from Enhancer. Notwithstanding any provision of this Indenture to the contrary other than Section 9.02, so long as no Enhancer Default exists, the Enhancer shall at all times be treated as if it were the exclusive owner of all Notes Outstanding for the purposes of all approvals, consents, waivers and the institution of any action and the direction of all remedies, and the Indenture Trustee shall act in accordance with the directions of the Enhancer so long as it is indemnified therefor to its reasonable satisfaction. The Enhancer shall not be treated as if it were the exclusive owner of any Notes (other than those it may actually own) for purposes of Section 9.02.

ARTICLE XI

REMIC Provisions

Section 11.01 REMIC Administration.

(a) The REMIC Administrator shall make an election to treat the Trust Estate, as set forth in Section 2.06 of the Trust Agreement, as three REMICs under the Code and, if necessary, under applicable state law, in accordance with Section 2.06 of the Trust Agreement. Such election will be made on Form 1066 or other appropriate federal tax or information return (including Form 8811) or any appropriate state return for the taxable year ending on the last day of the calendar year in which the Securities are issued. For the purposes of the REMIC elections in respect of the Trust Estate, Securities and interests to be designated as the “regular interests” and the sole class of “residual interests” in each REMIC will be set forth in Section 11.03. The REMIC Administrator and the Indenture Trustee shall not permit the creation of any “interests” (within the meaning of Section 860G of the Code) in each REMIC elected in respect of the Trust Fund other than the “regular interests” and “residual interests” so designated. The REMIC Administrator shall prepare and file or distribute such forms as may be required under the Code and related Treasury Regulations with respect to any payments of Interest Carry Forward Amounts to the holders of the Class A-IO Notes consistent with their treatment as payments pursuant to an interest rate cap agreement for federal tax purposes. The REMIC Administrator may assume that such interest rate cap contract has a value of zero.

(b) The Closing Date is hereby designated as the “startup day” of each of REMIC I, REMIC II and REMIC III as designated in Section 11.03 below, the Trust Estate within the meaning of Section 860G(a)(9) of the Code.

(c) GMAC Mortgage Corporation shall hold a Class R Certificate representing at least a 0.01% Percentage Interest in each Class of the Class R Certificates and shall be designated as “the tax matters person” with respect to each REMIC in the manner provided under Treasury regulations §1.860F-4(d) and Treasury regulations §301.6231(a)(7)-1. The REMIC Administrator, on behalf of the Tax Matters Partner, shall (i) act on behalf of each REMIC in relation to any tax matter or controversy involving the Trust Estate and (ii) represent the Trust Estate in any administrative or judicial proceeding relating to an examination or audit by any governmental taxing authority with respect thereto. The legal expenses, including without limitation attorneys’ or accountants’ fees, and costs of any such proceeding and any liability resulting therefrom shall be expenses of the Trust Estate and the REMIC Administrator shall be entitled to reimbursement therefor out of amounts attributable to the Mortgage Loans on deposit in the Custodial Account unless such legal expenses and costs are incurred by reason of the REMIC Administrator’s willful misfeasance, bad faith or gross negligence.

(d) The REMIC Administrator shall prepare or cause to be prepared all of the Tax Returns that it determines are required with respect to each REMIC created hereunder and, if approval therefore is received from the applicable District Director of the Internal Revenue Service, shall sign and file such returns in a timely manner and, otherwise, shall, shall deliver

such Tax Returns in a timely manner to the Owner Trustee, if the Owner Trustee is required to sign such returns in accordance with Section 5.03 of the Trust Agreement, and shall sign (if the Owner Trustee is not so required) and file such Tax Returns in a timely manner. The expenses of preparing such returns shall be borne by the REMIC Administrator without any right of reimbursement therefor. The REMIC Administrator agrees to indemnify and hold harmless the Owner Trustee with respect to any tax or liability arising from the Owner Trustee's signing of Tax Returns that contain errors or omissions. The Indenture Trustee and Servicer shall promptly provide the REMIC Administrator with such information as the REMIC Administrator may from time to time request for the purpose of enabling the REMIC Administrator to prepare Tax Returns.

(e) The REMIC Administrator shall provide (i) to any Transferor of a Class R Certificate such information as is necessary for the application of any tax relating to the transfer of a Class R Certificate to any Person who is not a Permitted Transferee, (ii) to the Indenture Trustee, and the Indenture Trustee shall forward to the Noteholders and the Certificateholders, such information or reports as are required by the Code or the REMIC Provisions including reports relating to interest, original issue discount and market discount or premium (using the Prepayment Assumption) and (iii) to the Internal Revenue Service the name, title, address and telephone number of the person who will serve as the representative of each REMIC.

(f) The Servicer and the REMIC Administrator shall take such actions and shall cause each REMIC created hereunder to take such actions as are reasonably within the Servicer's or the REMIC Administrator's control and the scope of its duties more specifically set forth herein as shall be necessary or desirable to maintain the status of each REMIC as a REMIC under the REMIC Provisions (and the Indenture Trustee shall assist the Servicer and the REMIC Administrator, to the extent reasonably requested by the Servicer and the REMIC Administrator to do so). The Servicer and the REMIC Administrator shall not knowingly or intentionally take any action, cause the Trust Estate to take any action or fail to take (or fail to cause to be taken) any action reasonably within their respective control that, under the REMIC Provisions, if taken or not taken, as the case may be, could (i) endanger the status of any portion of any of the REMICs as a REMIC or (ii) result in the imposition of a tax upon any of the REMICs (including but not limited to the tax on prohibited transactions as defined in Section 860F(a)(2) of the Code and the tax on contributions to a REMIC set forth in Section 860G(d) of the Code) (either such event, in the absence of an Opinion of Counsel or the indemnification referred to in this sentence, an "Adverse REMIC Event") unless the Servicer or the REMIC Administrator, as applicable, has received an Opinion of Counsel (at the expense of the party seeking to take such action or, if such party fails to pay such expense, and the Servicer or the REMIC Administrator, as applicable, determines that taking such action is in the best interest of the Trust Estate and the Noteholders and the Certificateholders, at the expense of the Trust Estate, but in no event at the expense of the Servicer, the REMIC Administrator, the Owner Trustee or the Indenture Trustee) to the effect that the contemplated action will not, with respect to each REMIC created hereunder, endanger such status or, unless the Servicer, the REMIC Administrator or both, as applicable, determine in its or their sole discretion to indemnify the Trust Estate against the imposition of such a tax, result in the imposition of such a tax. Wherever in this Agreement a contemplated action may not be taken because the timing of such action might result in the imposition of a tax on the Trust Estate, or may only be taken pursuant to an Opinion of Counsel that such action would not impose a tax on the Trust Estate,

such action may nonetheless be taken provided that the indemnity given in the preceding sentence with respect to any taxes that might be imposed on the Trust Estate has been given and that all other preconditions to the taking of such action have been satisfied. The Indenture Trustee shall not take or fail to take any action (whether or not authorized hereunder) as to which the Servicer or the REMIC Administrator, as applicable, has advised it in writing that it has received an Opinion of Counsel to the effect that an Adverse REMIC Event could occur with respect to such action. In addition, prior to taking any action with respect to any of the REMICs created hereunder or any related assets thereof, or causing any of the REMICs to take any action, which is not expressly permitted under the terms of this Agreement, the Indenture Trustee will consult with the Servicer or the REMIC Administrator, as applicable, or its designee, in writing, with respect to whether such action could cause an Adverse REMIC Event to occur with respect to any of the REMICs, and the Indenture Trustee shall not take any such action or cause either REMIC to take any such action as to which the Servicer or the REMIC Administrator, as applicable, has advised it in writing that an Adverse REMIC Event could occur. The Servicer or the REMIC Administrator, as applicable, may consult with counsel to make such written advice, and the cost of same shall be borne by the party seeking to take the action not expressly permitted by this Agreement, but in no event at the expense of the Servicer or the REMIC Administrator. At all times as may be required by the Code, the Servicer will to the extent within its control and the scope of its duties more specifically set forth herein, maintain substantially all of the assets of each REMIC created hereunder as “qualified mortgages” as defined in Section 860G(a)(3) of the Code and “permitted investments” as defined in Section 860G(a)(5) of the Code.

(g) In the event that any tax is imposed on “prohibited transactions” of any of the REMICs created hereunder as defined in Section 860F(a)(2) of the Code, on “net income from foreclosure property” of any of the REMICs as defined in Section 860G(c) of the Code, on any contributions to any of the REMICs after the Startup Day therefor pursuant to Section 860G(d) of the Code, or any other tax is imposed by the Code or any applicable provisions of state or local tax laws, such tax shall be charged (i) to the Servicer, if such tax arises out of or results from a breach by the Servicer of any of its obligations under this Agreement or the Servicer has in its sole discretion determined to indemnify the Trust Estate against such tax, (ii) to the Indenture Trustee, if such tax arises out of or results from a breach by the Trustee of any of its obligations under this Article XI, or (iii) otherwise against amounts on deposit in the Custodial Account and on the Payment Date(s) following such reimbursement the aggregate of such taxes shall be allocated in reduction of the accrued interest due on each Class entitled thereto on a pro rata basis.

(h) The Indenture Trustee and the Servicer shall, for federal income tax purposes, maintain books and records with respect to each REMIC created hereunder on a calendar year and on an accrual basis or as otherwise may be required by the REMIC Provisions.

(i) Following the Startup Day, neither the Servicer nor the Indenture Trustee shall accept any contributions of assets to any of the REMICs created hereunder unless (subject to Section 11.01(f)) the Servicer and the Indenture Trustee shall have received an Opinion of Counsel (at the expense of the party seeking to make such contribution) to the effect that the inclusion of such assets in such REMIC will not cause any of the REMICs to fail to qualify as a REMIC at any time that any Notes or Certificates are outstanding or subject any of the REMICs

to any tax under the REMIC Provisions or other applicable provisions of federal, state and local law or ordinances.

(j) Neither the Servicer nor the Trustee shall (subject to Section 11.01(f)) enter into any arrangement by which any of the REMICs created hereunder will receive a fee or other compensation for services nor permit any of the REMICs to receive any income from assets other than “qualified mortgages” as defined in Section 860G(a)(3) of the Code or “permitted investments” as defined in Section 860G(a)(5) of the Code.

(k) Solely for the purposes of Section 1.860G-1(a)(4)(iii) of the Treasury Regulations, the “latest possible maturity date” by which the Certificate Principal Balance of each Class of Notes and Certificates representing a regular interest in the applicable REMIC is the Final Payment Date.

(l) Within 30 days after the Closing Date, the REMIC Administrator shall prepare and file with the Internal Revenue Service Form 8811, “Information Return for Real Estate Mortgage Investment Conduits (REMIC) and Issuers of Collateralized Debt Obligations” for each REMIC created hereunder.

(m) Neither the Indenture Trustee nor the Servicer shall sell, dispose of or substitute for any of the Mortgage Loans (except in connection with (i) the default, imminent default or foreclosure of a Mortgage Loan, including but not limited to, the acquisition or sale of a Mortgaged Property acquired by deed in lieu of foreclosure, (ii) the bankruptcy of any of the REMICs created hereunder, (iii) the termination of the applicable REMIC pursuant to Section 8.02 of the Trust Agreement or (iv) a purchase of Mortgage Loans pursuant to the Purchase Agreement) nor acquire any assets for any of the REMICs, nor sell or dispose of any investments in the Custodial Account or the Payment Account for gain nor accept any contributions to any of the REMICs after the Closing Date unless it has received an Opinion of Counsel that such sale, disposition, substitution or acquisition will not (a) affect adversely the status of any of the REMICs as a REMIC or (b) unless the Servicer has determined in its sole discretion to indemnify the Trust Estate against such tax, cause any REMIC to be subject to a tax on “prohibited transactions” or “contributions” pursuant to the REMIC Provisions.

(n) The Indenture Trustee will apply for an employer identification number from the Internal Revenue Service on a Form SS-4 or any other acceptable method for all tax entities.

Section 11.02 Servicer, REMIC Administrator and Indenture Trustee Indemnification.

The Indenture Trustee agrees to indemnify the Trust Estate, the REMIC Administrator and the Servicer for any taxes and costs including, without limitation, any reasonable attorneys fees imposed on or incurred by the Trust Estate or the Servicer, as a result of a breach of the Indenture Trustee’s covenants set forth in Article VIII or this Article XI.

The REMIC Administrator agrees to indemnify the Trust Estate, the Servicer, the Depositor, the Owner Trustee and the Indenture Trustee for any taxes and costs (including, without limitation, any reasonable attorneys’ fees) imposed on or incurred by the Trust Estate, the Depositor, GMACM Mortgage Corporation, the Servicer, the Owner Trustee or the Indenture Trustee, as a result of a breach of the REMIC Administrator’s covenants set forth in this Article

XI with respect to compliance with the REMIC Provisions, including without limitation, any penalties arising from the Owner Trustee's execution of Tax Returns prepared by the REMIC Administrator that contain errors or omissions; provided, however, that such liability will not be imposed to the extent such breach is a result of an error or omission in information provided to the REMIC Administrator by the Servicer in which case Section 11.02(c) will apply.

The Servicer agrees to indemnify the Trust Estate, the REMIC Administrator, the Owner Trustee and the Indenture Trustee for any taxes and costs (including, without limitation, any reasonable attorneys' fees) imposed on or incurred by the Trust Estate, the REMIC Administrator, the Owner Trustee or the Indenture Trustee, as a result of a breach of the Servicer's covenants set forth in this Article XI or in Article III with respect to compliance with the REMIC Provisions, including without limitation, any penalties arising from the Trustee's execution of Tax Returns prepared by the Servicer that contain errors or omissions.

Section 11.03 Designation of REMIC(s).

The REMIC Administrator will make an election to treat the entire segregated pool of assets described in the definition of Trust Estate (but excluding the Pre-Funding Account and the Capitalized Interest Account), and subject to this Agreement (including the Mortgage Loans, as set forth in Section 2.06 of the Trust Agreement) as a REMIC ("REMIC I") and will make an election to treat the pool of assets comprised of the REMIC I Regular Interests as a REMIC ("REMIC II") for federal income tax purposes.

The REMIC I Regular Interests will be "regular interests" in REMIC I and the Class R-I Certificates will be the sole class of "residual interests" in REMIC I for purposes of the REMIC Provisions under the federal income tax law.

The REMIC II Regular Interests will be "regular interests" in REMIC II and the Class R-II Certificates will be the sole class of "residual interests" in REMIC II for purposes of the REMIC Provisions under the federal income tax law.

The REMIC III Regular Interests will be "regular interests" in REMIC III and the Class R-III Certificates will be the sole class of "residual interests" therein for purposes of the REMIC Provisions (as defined herein) under federal income tax law.

[Signature Page Follows]

IN WITNESS WHEREOF, the Issuer and the Indenture Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized, all as of the day and year first above written.

GMACM HOME EQUITY LOAN TRUST 2005-
HE2, as Issuer

By: WILMINGTON TRUST COMPANY, not in
its individual capacity but solely as Owner
Trustee

By: _____
Name:
Title:

WELLS FARGO BANK, N.A., as Indenture
Trustee

By: _____
Name:
Title:

WELLS FARGO BANK, N.A
hereby accepts appointment as Paying
Agent pursuant to Section 3.03 hereof
and as Note Registrar pursuant to Section
4.02 hereof.

By: _____
Name:
Title:

Signatures and Seals

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ____ day of June, 2005, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say, that he/she resides at _____, that he/she is the _____ of Wilmington Trust Company, the Owner Trustee, one of the corporations described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

Notary Public

Acknowledgements

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ____ day of June, 2005, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say, that he/she resides at _____; that he/she is the _____ of Wells Fargo Bank, N.A. as Indenture Trustee, one of the corporations described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

Notary Public

NOTORIAL SEAL

EXHIBIT A-1
FORM OF CLASS A-1, CLASS A-2, CLASS A-3, CLASS A-4, CLASS A-5 AND CLASS A-6
NOTE

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

SOLELY FOR U.S. FEDERAL INCOME TAX PURPOSES, THIS NOTE IS A “REGULAR INTEREST” IN A “REAL ESTATE MORTGAGE INVESTMENT CONDUIT” AS THOSE TERMS ARE DEFINED, RESPECTIVELY, IN SECTIONS 860G AND 860D OF THE INTERNAL REVENUE CODE OF 1986 (THE “CODE”).

THE PRINCIPAL OF THIS NOTE IS PAYABLE IN INSTALLMENTS AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL AMOUNT OF THIS NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF.

THIS NOTE DOES NOT REPRESENT AN INTEREST IN OR OBLIGATION OF THE SELLERS, THE DEPOSITOR, THE SERVICER, THE INDENTURE TRUSTEE, THE OWNER TRUSTEE OR GMAC MORTGAGE GROUP, INC. OR ANY OF THEIR RESPECTIVE AFFILIATES, EXCEPT AS EXPRESSLY PROVIDED IN THE INDENTURE OR THE OTHER BASIC DOCUMENTS.

THE HOLDER OF THIS NOTE IS DEEMED TO HAVE REPRESENTED THAT THE ACQUISITION OF THIS NOTE BY THE HOLDER DOES NOT CONSTITUTE OR GIVE RISE TO A PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, FOR WHICH NO STATUTORY, REGULATORY OR ADMINISTRATIVE EXEMPTION IS AVAILABLE.

GMACM Home Equity Loan-Backed Term Note, Class A-[__]

Registered

Initial Note Balance: \$[]

No. A-[__]-__

Note Rate: [Variable] [____%]

CUSIP NO. []

GMACM HOME EQUITY LOAN TRUST 2005-HE2

GMACM Home Equity Loan Trust 2005-HE2, a statutory trust duly organized and existing under the laws of the State of Delaware (herein referred to as the “Issuer”), for value received, hereby promises to pay to Cede & Co. or its registered assigns, the principal sum of [] Dollars (\$[]), payable on each Payment Date in an amount equal to the pro rata portion allocable hereto (based on the Initial Note Balance specified above and the Initial Note Balance of all A-[] Notes) of the aggregate amount, if any, payable from the Note Payment Account in respect of principal of the Class A-[] Notes (the “Notes”) pursuant to Section 3.05 of the indenture dated as of June 29, 2005 (the “Indenture”), between the Issuer and Wells Fargo Bank, N.A. as indenture trustee (the “Indenture Trustee”); *provided, however,* that the entire unpaid principal amount of this Note shall be due and payable on the Payment Date in November 2035, to the extent not previously paid on a prior Payment Date. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in Appendix A to the Indenture.

Interest on the Notes will be paid monthly on each Payment Date at the Note Rate for the related Class of Notes for the Interest Period.

This Note is entitled to the benefits of an irrevocable and unconditional financial guaranty insurance policy issued by Financial Guaranty Insurance Company (the “Enhancer”).

Principal of and interest on this Note are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All payments made by the Issuer with respect to this Note shall be applied first to interest due and payable on this Note as provided above and then to the unpaid principal of this Note.

Unless the certificate of authentication hereon has been executed by the Indenture Trustee whose name appears below by manual signature, this Note shall not be entitled to any benefit under the Indenture referred to herein, or be valid or obligatory for any purpose.

This Note is one of a duly authorized issue of Notes of the Issuer, designated as its GMACM Home Equity Loan-Backed Term Notes, Series 2005-HE2 (the “Series 2005-HE2 Notes”), all issued under the Indenture, to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights and obligations thereunder of the Issuer, the Indenture Trustee and the Noteholders of the Series 2005-HE2 Notes. The Series 2005-HE2 Notes are subject to all terms of the Indenture.

The Series 2005-HE2 Notes are and will be equally and ratably secured by the collateral pledged as security therefor as provided in the Indenture.

Principal of and interest on this Note will be payable on each Payment Date, commencing on July 25, 2005, as described in the Indenture. “Payment Date” means the twenty-fifth day of each month, or, if any such date is not a Business Day, then the next succeeding Business Day.

The entire unpaid principal amount of this Note shall be due and payable in full on the Payment Date in November 2035 pursuant to the Indenture, to the extent not previously paid on a prior Payment Date. Notwithstanding the foregoing, if an Event of Default shall have occurred and be continuing, then the Indenture Trustee, the Enhancer or the Noteholders of Notes representing not less than a majority of the aggregate Voting Rights of the Notes, with the consent of the Enhancer, may declare the Notes to be immediately due and payable in the manner provided in Section 5.02 of the Indenture. All principal payments on the Notes shall be made pro rata to the Noteholders of Notes entitled thereto.

Any installment of interest or principal, if any, payable on any Note that is punctually paid or duly provided for by the Issuer on the applicable Payment Date shall be paid to the related Noteholder on the preceding Record Date, by wire transfer to an account specified in writing by such Noteholder reasonably satisfactory to the Indenture Trustee as of the preceding Record Date or, if no such instructions have been delivered to the Indenture Trustee, by check or money order to such Noteholder mailed to such Noteholder's address as it appears in the Note Register, the amount required to be distributed to such Noteholder on such Payment Date pursuant to such Noteholder's Notes; *provided, however*, that the Indenture Trustee shall not pay to such Noteholder any amount required to be withheld from a payment to such Noteholder by the Code. Any reduction in the principal amount of this Note (or any one or more predecessor Notes) effected by any payments made on any Payment Date shall be binding upon all future Noteholders of this Note and of any Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof, whether or not noted hereon. If funds are expected to be available, as provided in the Indenture, for payment in full of the then remaining unpaid principal amount of this Note on a Payment Date, then the Indenture Trustee, in the name of and on behalf of the Issuer, will notify the Person who was the registered Noteholder hereof as of the Record Date preceding such Payment Date by notice mailed or transmitted by facsimile prior to such Payment Date, and the amount then due and payable shall be payable only upon presentation and surrender of this Note at the address specified in such notice of final payment.

As provided in the Indenture and subject to certain limitations set forth therein, the transfer of this Note may be registered on the Note Register upon surrender of this Note for registration of transfer at the Corporate Trust Office of the Indenture Trustee, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Indenture Trustee duly executed by, the Noteholder hereof or such Noteholder's attorney duly authorized in writing, with such signature guaranteed by an "eligible guarantor institution" meeting the requirements of the Note Registrar, which requirements include membership or participation in the Securities Transfer Agent's Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Note Registrar in addition to, or in substitution for, STAMP, all in accordance with the Exchange Act, and thereupon one or more new Notes in authorized denominations and in the same aggregate principal amount will be issued to the designated transferee or transferees. No service charge will be charged for any registration of transfer or exchange of this Note, but the Note Registrar shall 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 this Note.

Each Noteholder or Beneficial Owner of a Note, by its acceptance of a Note, or, in the case of a Beneficial Owner of a Note, a beneficial interest in a Note, covenants and agrees that no recourse may be taken, directly or indirectly, with respect to the obligations of the Issuer, the Owner Trustee, the Sellers, the Servicer, the Depositor or the Indenture Trustee on the Notes or under the Indenture or any certificate or other writing delivered in connection therewith, against (i) the Indenture Trustee or the Owner Trustee in its individual capacity, (ii) any owner of a beneficial interest in the Issuer or (iii) any partner, owner, beneficiary, agent, officer, director or employee of the Indenture Trustee or the Owner Trustee in its individual capacity, any holder of a beneficial interest in the Issuer, the Owner Trustee or the Indenture Trustee or of any successor or assign of the Indenture Trustee or the Owner Trustee in its individual capacity, except as any such Person may have expressly agreed and except that any such partner, owner or beneficiary shall be fully liable, to the extent provided by applicable law for any unpaid consideration for stock, unpaid capital contribution or failure to pay any installment or call owing to such entity.

Each Noteholder or Beneficial Owner of a Note, by its acceptance of a Note or, in the case of a Beneficial Owner of a Note, a beneficial interest in a Note, covenants and agrees by accepting the benefits of the Indenture that such Noteholder or Beneficial Owner will not at any time institute against the Depositor, the Sellers, the Servicer, GMAC Mortgage Group, Inc. or the Issuer, or join in any institution against the Depositor, the Sellers, the Servicer, GMAC Mortgage Group, Inc. or the Issuer of, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under any United States federal or state bankruptcy or similar law in connection with any obligations relating to the Notes, the Indenture or the other Basic Documents.

Prior to the due presentment for registration of transfer of this Note, the Issuer, the Indenture Trustee and any agent of the Issuer or the Indenture Trustee may treat the Person in the name of which this Note is registered (as of the day of determination or as of such other date as may be specified in the Indenture) as the owner hereof for all purposes, whether or not this Note be overdue, and none of the Issuer, the Indenture Trustee or any such agent shall be affected by notice to the contrary.

The Indenture permits, with certain exceptions therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the Indenture Trustee and the rights of the Noteholders of the Series 2005-HE2 Notes under the Indenture at any time by the Issuer and the Indenture Trustee with the consent of the Enhancer and the Noteholders of Notes representing a majority of the aggregate Voting Rights of the Notes then Outstanding and with prior notice to the Rating Agencies. The Indenture also contains provisions permitting the Noteholders of Notes representing specified percentages of the Voting Rights of the Series 2005-HE2 Notes, on behalf of the Noteholders of all Series 2005-HE2 Notes, to waive compliance by the Issuer with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Noteholder of this Note (or any one of more predecessor Notes) shall be conclusive and binding upon such Noteholder and upon all future Noteholders of this Note and of any Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof whether or not notation of such consent or waiver is made upon this Note. The Indenture also permits the Issuer and the Indenture Trustee to amend or waive certain terms and conditions set forth in the Indenture without the consent of Noteholders

of the Series 2005-HE2 Notes issued thereunder but with prior notice to the Rating Agencies and the Enhancer.

The term “Issuer” as used in this Note includes any successor or the Issuer under the Indenture.

The Issuer is permitted by the Indenture, under certain circumstances, to merge or consolidate, subject to the rights of the Indenture Trustee and the Noteholders of Notes under the Indenture.

The Notes are issuable only in registered form in denominations as provided in the Indenture, subject to certain limitations therein set forth.

This Note and the Indenture shall be construed in accordance with the laws of the State of New York, without reference to its conflicts of law provisions, and the obligations, rights and remedies of the parties hereunder and thereunder shall be determined in accordance with such laws.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal of and interest on this Note at the times, place and rate, and in the coin or currency herein prescribed.

Anything herein to the contrary notwithstanding, except as expressly provided in the Basic Documents, none of Wilmington Trust Company in its individual capacity, Wells Fargo Bank, N.A., in its individual capacity, any owner of a beneficial interest in the Issuer, or any of their respective partners, beneficiaries, agents, officers, directors, employees or successors or assigns shall be personally liable for, nor shall recourse be had to any of them for, the payment of principal of or interest on this Note or the performance of, or the failure to perform, any of the covenants, obligations or indemnifications contained in the Indenture. The Noteholder of this Note, by its acceptance hereof, agrees that, except as expressly provided in the Basic Documents, in the case of an Event of Default under the Indenture, such Noteholder shall have no claim against any of the foregoing for any deficiency, loss or claim therefrom; *provided, however*, that nothing contained herein shall be taken to prevent recourse to, and enforcement against, the assets of the Issuer for any and all liabilities, obligations and undertakings contained in the Indenture or in this Note.

[Signature Page Follows]

IN WITNESS WHEREOF, the Owner Trustee, on behalf of the Issuer and not in its individual capacity, has caused this Note to be duly executed.

GMACM HOME EQUITY LOAN TRUST 2005-HE2

By: WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Owner Trustee

Dated: June 29, 2005

By: _____
Authorized Signatory

CERTIFICATE OF AUTHENTICATION

This is one of the Notes referred to in the within-mentioned Indenture.

WELLS FARGO BANK, N.A.
not in its individual capacity but solely as
Indenture Trustee

By: _____
Authorized Signatory

Dated: June 29, 2005

ASSIGNMENT

Social Security or taxpayer I.D. or other identifying number of assignee: _____

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfer unto

(name and address of assignee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints

_____,
attorney, to transfer said Note on the books kept for registration thereof, with full power of
substitution in the premises.

Dated: _____

_____/ *
Signature Guaranteed:

_____/ *

* NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular, without alteration, enlargement or any change whatever. Such signature must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Note Registrar, which requirements include membership or participation in STAMP or such other “signature guarantee program” as may be determined by the Note Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

EXHIBIT A-2
FORM OF CLASS A-IO NOTE

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

SOLELY FOR U.S. FEDERAL INCOME TAX PURPOSES, THIS NOTE IS A “REGULAR INTEREST” IN A “REAL ESTATE MORTGAGE INVESTMENT CONDUIT” AS THOSE TERMS ARE DEFINED, RESPECTIVELY, IN SECTIONS 860G AND 860D OF THE INTERNAL REVENUE CODE OF 1986 (THE “CODE”).

INTEREST ON THIS NOTE IS PAYABLE IN INSTALLMENTS AS SET FORTH HEREIN. THE OUTSTANDING NOTIONAL AMOUNT OF THIS NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF.

THIS NOTE DOES NOT REPRESENT AN INTEREST IN OR OBLIGATION OF THE SELLERS, THE DEPOSITOR, THE SERVICER, THE INDENTURE TRUSTEE, THE OWNER TRUSTEE OR GMAC MORTGAGE GROUP, INC. OR ANY OF THEIR RESPECTIVE AFFILIATES, EXCEPT AS EXPRESSLY PROVIDED IN THE INDENTURE OR THE OTHER BASIC DOCUMENTS.

GMACM HOME EQUITY LOAN TRUST 2005-HE2

GMACM Home Equity Loan-Backed Term Notes, Class A-IO

Registered

Initial Notional Amount:
\$[]

No. []

Note Rate: 6.00%, subject to
the limitations set forth in the
Indenture

CUSIP NO. []

GMACM Home Equity Loan Trust 2005-HE2, a statutory trust duly organized and existing under the laws of the State of Delaware (herein referred to as the “Issuer”), for value received, hereby promises to pay to Cede & Co. or its registered assigns, interest on this Note at

the Note Rate (as described below), payable on each Payment Date in an amount equal to the pro rata portion allocable hereto (based on the Initial Notional Amount specified above and the Initial Notional Amount of all Class A-IO Notes), if any, payable from the Note Payment Account in respect of interest of the Class A-IO Notes (the “Notes”) pursuant to Section 3.05 of the indenture dated as of June 29, 2005 (the “Indenture”), between the Issuer and Wells Fargo Bank, N.A., as indenture trustee (the “Indenture Trustee”). Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in Appendix A to the Indenture.

Interest on the Notes will be paid monthly on each Payment Date at the Note Rate for the related Interest Period through and including the Payment Date in May 2007. The Note Rate for this Note will be []% per annum, subject to the limitation set forth in the Indenture. Interest on this Note will accrue for each Payment Date during the calendar month preceding the month in which such Payment Date occurs. Interest will be computed on the basis of a 360-day year consisting of twelve 30 day months. Interest on this Note shall be calculated on the Notional Amount, which may be reduced from time to time, and will be paid in the manner specified herein.

This Note is entitled to the benefits of an irrevocable and unconditional financial guaranty insurance policy issued by Financial Guaranty Insurance Company (the “Enhancer”).

Interest payments on this Note are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

Unless the certificate of authentication hereon has been executed by the Indenture Trustee whose name appears below by manual signature, this Note shall not be entitled to any benefit under the Indenture referred to herein, or be valid or obligatory for any purpose.

This Note is one of a duly authorized issue of Notes of the Issuer, designated as its GMACM Home Equity Loan-Backed Term Notes, Series 2005-HE2 (the “Series 2005-HE2 Notes”), all issued under the Indenture, to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights and obligations thereunder of the Issuer, the Indenture Trustee and the Noteholders of the Series 2005-HE2 Notes. The Series 2005-HE2 Notes are subject to all terms of the Indenture.

The Series 2005-HE2 Notes are and will be equally and ratably secured by the collateral pledged as security therefor as provided in the Indenture.

Interest on this Note will be payable on each Payment Date, commencing on July 25, 2005, through and including the Payment Date in March 2007, as described in the Indenture. No payments shall be made on this Note after the Payment Date occurring in March 2007. “Payment Date” means the twenty-fifth day of each month, or, if any such date is not a Business Day, then the next succeeding Business Day.

Notwithstanding the foregoing, if an Event of Default shall have occurred and be continuing, then the Indenture Trustee, the Enhancer or the Noteholders of Notes representing not less than a majority of the aggregate Voting Rights of the Notes, with the consent of the

Enhancer, may declare the Notes to be immediately due and payable in the manner provided in Section 5.02 of the Indenture.

Any installment of interest, payable on any Note that is punctually paid or duly provided for by the Issuer on the applicable Payment Date shall be paid to the related Noteholder on the preceding Record Date, by wire transfer to an account specified in writing by such Noteholder reasonably satisfactory to the Indenture Trustee as of the preceding Record Date or, if no such instructions have been delivered to the Indenture Trustee, by check or money order to such Noteholder mailed to such Noteholder's address as it appears in the Note Register, the amount required to be distributed to such Noteholder on such Payment Date pursuant to such Noteholder's Notes; *provided, however*, that the Indenture Trustee shall not pay to such Noteholder any amount required to be withheld from a payment to such Noteholder by the Code. Any reduction in the Notional Amount of this Note (or any one or more predecessor Notes) effected by any payments made on any Payment Date shall be binding upon all future Noteholders of this Note and of any Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof, whether or not noted hereon.

As provided in the Indenture and subject to certain limitations set forth therein, the transfer of this Note may be registered on the Note Register upon surrender of this Note for registration of transfer at the Corporate Trust Office of the Indenture Trustee, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Indenture Trustee duly executed by, the Noteholder hereof or such Noteholder's attorney duly authorized in writing, with such signature guaranteed by an "eligible guarantor institution" meeting the requirements of the Note Registrar, which requirements include membership or participation in the Securities Transfer Agent's Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Note Registrar in addition to, or in substitution for, STAMP, all in accordance with the Exchange Act, and thereupon one or more new Notes in authorized denominations and in the same aggregate notional amount will be issued to the designated transferee or transferees. No service charge will be charged for any registration of transfer or exchange of this Note, but the Note Registrar shall 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 this Note.

Each Noteholder or Beneficial Owner of a Note, by its acceptance of a Note, or, in the case of a Beneficial Owner of a Note, a beneficial interest in a Note, covenants and agrees that no recourse may be taken, directly or indirectly, with respect to the obligations of the Issuer, the Owner Trustee, the Sellers, the Servicer, the Depositor or the Indenture Trustee on the Notes or under the Indenture or any certificate or other writing delivered in connection therewith, against (i) the Indenture Trustee or the Owner Trustee in its individual capacity, (ii) any owner of a beneficial interest in the Issuer or (iii) any partner, owner, beneficiary, agent, officer, director or employee of the Indenture Trustee or the Owner Trustee in its individual capacity, any holder of a beneficial interest in the Issuer, the Owner Trustee or the Indenture Trustee or of any successor or assign of the Indenture Trustee or the Owner Trustee in its individual capacity, except as any such Person may have expressly agreed and except that any such partner, owner or beneficiary shall be fully liable, to the extent provided by applicable law for any unpaid consideration for stock, unpaid capital contribution or failure to pay any installment or call owing to such entity.

Each Noteholder or Beneficial Owner of a Note, by its acceptance of a Note or, in the case of a Beneficial Owner of a Note, a beneficial interest in a Note, covenants and agrees by accepting the benefits of the Indenture that such Noteholder or Beneficial Owner will not at any time institute against the Depositor, the Sellers, the Servicer, GMAC Mortgage Group, Inc. or the Issuer, or join in any institution against the Depositor, the Sellers, the Servicer, GMAC Mortgage Group, Inc. or the Issuer of, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under any United States federal or state bankruptcy or similar law in connection with any obligations relating to the Notes, the Indenture or the other Basic Documents.

Prior to the due presentment for registration of transfer of this Note, the Issuer, the Indenture Trustee and any agent of the Issuer or the Indenture Trustee may treat the Person in the name of which this Note is registered (as of the day of determination or as of such other date as may be specified in the Indenture) as the owner hereof for all purposes, whether or not this Note be overdue, and none of the Issuer, the Indenture Trustee or any such agent shall be affected by notice to the contrary.

The Indenture permits, with certain exceptions therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the Indenture Trustee and the rights of the Noteholders of the Series 2005-HE2 Notes under the Indenture at any time by the Issuer and the Indenture Trustee with the consent of the Enhancer and the Noteholders of Notes representing a majority of the aggregate Voting Rights of the Notes then Outstanding and with prior notice to the Rating Agencies. The Indenture also contains provisions permitting the Noteholders of Notes representing specified percentages of the Voting Rights of the Series 2005-HE2 Notes, on behalf of the Noteholders of all Series 2005-HE2 Notes, to waive compliance by the Issuer with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Noteholder of this Note (or any one of more predecessor Notes) shall be conclusive and binding upon such Noteholder and upon all future Noteholders of this Note and of any Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof whether or not notation of such consent or waiver is made upon this Note. The Indenture also permits the Issuer and the Indenture Trustee to amend or waive certain terms and conditions set forth in the Indenture without the consent of Noteholders of the Series 2005-HE2 Notes issued thereunder but with prior notice to the Rating Agencies and the Enhancer.

The term “Issuer” as used in this Note includes any successor or the Issuer under the Indenture.

The Issuer is permitted by the Indenture, under certain circumstances, to merge or consolidate, subject to the rights of the Indenture Trustee and the Noteholders of Notes under the Indenture.

The Notes are issuable only in registered form in denominations as provided in the Indenture, subject to certain limitations therein set forth.

This Note and the Indenture shall be construed in accordance with the laws of the State of New York, without reference to its conflicts of law provisions, and the obligations, rights and remedies of the parties hereunder and thereunder shall be determined in accordance with such laws.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay interest on this Note at the times, place and rate, and in the coin or currency herein prescribed.

Anything herein to the contrary notwithstanding, except as expressly provided in the Basic Documents, none of Wilmington Trust Company in its individual capacity, Wells Fargo Bank, N.A., in its individual capacity, any owner of a beneficial interest in the Issuer, or any of their respective partners, beneficiaries, agents, officers, directors, employees or successors or assigns shall be personally liable for, nor shall recourse be had to any of them for, the payment of interest on this Note or the performance of, or the failure to perform, any of the covenants, obligations or indemnifications contained in the Indenture. The Noteholder of this Note, by its acceptance hereof, agrees that, except as expressly provided in the Basic Documents, in the case of an Event of Default under the Indenture, such Noteholder shall have no claim against any of the foregoing for any deficiency, loss or claim therefrom; *provided, however*, that nothing contained herein shall be taken to prevent recourse to, and enforcement against, the assets of the Issuer for any and all liabilities, obligations and undertakings contained in the Indenture or in this Note.

IN WITNESS WHEREOF, the Owner Trustee, on behalf of the Issuer and not in its individual capacity, has caused this Note to be duly executed.

GMACM HOME EQUITY LOAN TRUST 2005-HE2

By: WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Owner Trustee

Dated: June 29, 2005

By: _____
Authorized Signatory

CERTIFICATE OF AUTHENTICATION

This is one of the Notes referred to in the within-mentioned Indenture.

WELLS FARGO BANK, N.A.,
not in its individual capacity but solely as
Indenture Trustee

Dated: June 29, 2005

By: _____
Authorized Signatory

ASSIGNMENT

Social Security or taxpayer I.D. or other identifying number of assignee: _____

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfer unto

(name and address of assignee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints

_____, attorney, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____ */

Signature Guaranteed:

APPENDIX A

DEFINITIONS

Accrued Certificate Interest: With respect to each Payment Date, the Uncertificated Accrued Interest for such Regular Interest. With respect to the Class SB Certificates, interest accrued during the related Interest Period at the Certificate Rate for such Certificate on the related Notional Amount for such Payment Date.

Addition Notice: With respect to the transfer of Subsequent Mortgage Loans to the Issuer by either Seller pursuant to Section 2.2 of the Purchase Agreement (in substantially the form set forth in Exhibit 3 to such agreement), a notice given by the respective Seller to the Rating Agencies, the Enhancer, the Indenture Trustee and the Owner Trustee, which shall be given not later than seven Business Days prior to the related Subsequent Transfer Date, of (i) the Seller's designation of Subsequent Mortgage Loans to be sold to the Issuer and (ii) the aggregate principal balance as of the Subsequent Cut-Off Date of such Subsequent Mortgage Loans.

Adverse REMIC Event: As defined in Section 11.01(f) of the Indenture.

Affiliate: With respect to any Person, any other Person controlling, controlled by or under common control with such Person. For purposes of this definition, "control" means the power to direct the management and policies of a Person, directly or indirectly, whether through ownership of voting securities, by contract or otherwise and "controlling" and "controlled" shall have meanings correlative to the foregoing.

Appraised Value: With respect to any Mortgaged Property, either (x) the value as generally set forth in an appraisal of such Mortgaged Property used to establish compliance with the underwriting criteria then in effect in connection with the application for the Mortgage Loan secured by such Mortgaged Property, or (y) if the sales price of such Mortgaged Property was considered in accordance with the underwriting criteria applicable to the related Mortgage Loan, the lesser of (i) the appraised value referred to in (x) above and (ii) the sales price of such Mortgaged Property.

Assignment of Mortgage: With respect to any Mortgage, an assignment, notice of transfer or equivalent instrument, in recordable form, sufficient under the laws of the jurisdiction in which the related Mortgaged Property is located to reflect the conveyance of such Mortgage, which assignment, notice of transfer or equivalent instrument may be in the form of one or more blanket assignments covering Mortgages secured by Mortgaged Properties located in the same jurisdiction.

Authorized Newspaper: A newspaper of general circulation in the Borough of Manhattan, The City of New York, printed in the English language and customarily published on each Business Day, whether or not published on Saturdays, Sundays or holidays.

Authorized Officer: With respect to the Issuer, any officer of the Owner Trustee who is authorized to act for the Owner Trustee in matters relating to the Issuer and who is identified on

the list of Authorized Officers delivered by the Owner Trustee to the Indenture Trustee on the Closing Date (as such list may be modified or supplemented from time to time thereafter).

Available Funds Rate: With respect to any Payment Date and the Class A-IO Notes, a per annum rate equal to the product of (a) a fraction, expressed as a percentage, the numerator of which is equal to Interest Collections actually received during the related Collection Period minus the Premium payable on such Payment Date and the denominator of which is equal the Notional Amount for such Payment Date and (b) 12.

Bankruptcy Code: The Bankruptcy Code of 1978, as amended.

Basic Documents: The Trust Agreement, the Indenture, the Purchase Agreement, the Servicing Agreement, the Custodial Agreement, the Subsequent Transfer Agreement, the Insurance Agreement, the Policy and the other documents and certificates delivered in connection with any of the above.

Beneficial Owner: With respect to any Note, the Person who is the beneficial owner of such Note as reflected on the books of the Depository or on the books of a Person maintaining an account with such Depository (directly as a Depository Participant or indirectly through a Depository Participant, in accordance with the rules of such Depository).

Billing Cycle: With respect to any Mortgage Loan and Due Date, the calendar month preceding such Due Date.

Book-Entry Notes: Beneficial interests in the Notes, ownership and transfers of which shall be made through book entries by the Depository as described in Section 4.06 of the Indenture.

Business Day: Any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the State of New York, the Commonwealth of Pennsylvania, the State of Delaware or any state in which the Corporate Trust Office is located are required or authorized by law to be closed.

Capitalized Interest Account: The account established and maintained pursuant to Section 3.18 of the Servicing Agreement.

Capitalized Interest Requirement: With respect to each Payment Date during the Pre-Funding Period and on the Payment Date immediately after the expiration of the Pre-Funding Period, the excess, if any of (i) the sum of (A) the amount of interest accrued at the weighted average of the applicable Note Rates on the respective Note Balances for the related Interest Periods on the amount on deposit in the Pre-Funding Account as of the close of business on the preceding Payment Date (or as of the Closing Date, in the case of the first Payment Date) and (B) the amount of any fees paid to the Enhancer, over (ii) the amount of reinvestment earnings since the preceding Payment Date (or as of the Closing Date, in the case of the first Payment Date) on funds on deposit in the Pre-Funding Account.

Certificate Balance: With respect to any Payment Date and the Class SB Certificates, an amount equal to the then applicable Certificate Percentage Interest of such Certificate multiplied by the Overcollateralization Amount.

Certificate Distribution Amount: For any Payment Date, the amount, if any, distributable on the Certificates for such Payment Date pursuant to Section 3.05(a)(xi) of the Indenture.

Certificate of Trust: The Certificate of Trust filed for the Trust pursuant to Section 3810(a) of the Statutory Trust Statute.

Certificate Paying Agent: The Indenture Trustee, as further described in Section 3.10 of the Trust Agreement.

Certificate Percentage Interest: With respect to any Payment Date and any Certificate, the Percentage Interest for such Certificate.

Certificate Rate: With respect to the Class SB Certificates and any Payment Date, a rate per annum equal to the percentage equivalent of a fraction, the numerator of which is the sum of the amounts calculated pursuant to clauses (i) through (iii) below, and the denominator of which is the aggregate principal balance of the REMIC II Regular Interests. For purposes of calculating the Certificate Rate for the Class SB Certificates, the numerator is equal to the sum of the following components:

(i) the REMIC II Remittance Rate for Class LT1 REMIC II Regular Interest minus the SB-IO Marker Rate, applied to a notional amount equal to the Class Principal Balance of the Class LT1 REMIC II Regular Interest;

(ii) the REMIC II Remittance Rate for the Class LT2 REMIC II Regular Interest minus the SB-IO Marker Rate, applied to a notional amount equal to the Class Principal Balance of Class LT2 REMIC II Regular Interest; and

(iii) the REMIC II Remittance Rate for the Class LT4 REMIC II Regular Interest minus twice the SB-IO Marker Rate, applied to a notional amount equal to the Class Principal Balance of Class LT4 REMIC II Regular Interest.

Certificate Register: The register maintained by the Certificate Registrar in which the Certificate Registrar shall provide for the registration of Certificates and of transfers and exchanges of Certificates.

Certificate Registrar: Initially, the Indenture Trustee, in its capacity as Certificate Registrar.

Certificateholder: The Person in whose name a Certificate is registered in the Certificate Register except that, any Certificate registered in the name of the Issuer, the Owner Trustee or the Indenture Trustee or any Affiliate of the Owner Trustee or the Indenture Trustee shall be deemed not to be outstanding and the registered holder will not be considered a Certificateholder for purposes of giving any request, demand, authorization, direction, notice, consent or waiver

under the Indenture or the Trust Agreement; provided that, in determining whether the Indenture Trustee or the Owner Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Certificates that the Indenture Trustee or the Owner Trustee knows to be so owned shall be so disregarded. Owners of Certificates that have been pledged in good faith may be regarded as Certificateholders if the pledgee establishes to the satisfaction of the Indenture Trustee or the Owner Trustee, as the case may be, the pledgee's right so to act with respect to such Certificates and that the pledgee is not the Issuer, any other obligor upon the Certificates or any Affiliate of the Owner Trustee or the Indenture Trustee.

Certificates: Collectively, the Class R and the Class SB Certificates.

Class: With respect to any Note, all Notes that bear the same Class designation, (i.e., the Class A-1 Notes as a group, Class A-2 Notes as a group, Class A-3 Notes as a group, Class A-4 Notes as a group, Class A-5 Notes as a group, Class A-6 Notes as a group and the Class A-IO Notes as a group). With respect to any Certificate, all Certificates that bear the same Class designation, (i.e., the Class SB Certificates as a group, Class R-I Certificates as a group, Class R-II Certificates as a group and Class R-III Certificates as a group). With respect to any REMIC Regular Interest, all Regular Interests that bear the same class designation.

Class A-IO Excess Amount: For any Payment Date, the product of (A) the excess, if any, of (i) the product of (x) the Net WAC Cap for such Payment Date (stated as a monthly rate) and (y) the aggregate principal balance of REMIC II Regular Interest LT1, REMIC II Regular Interest LT2, REMIC II Regular Interest LT3 and REMIC II Regular Interest LT4 after distributions and the allocation of Liquidation Loss Amounts on the prior Payment Date over (ii) the sum of (x) the aggregate for all Notes other than the Class A-IO Notes of one month's interest at the Note Rate for such Payment Date on the Note Balance thereof and (y) the Class A-IO Net Funds Amount and (B) a fraction whose numerator is the Class A-IO Interest Carryforward Amount and whose denominator is the aggregate of the Interest Carryforward Amounts for all classes of Notes.

Class A-IO Net Funds Amount: For any Payment Date, the product of (A) the excess, if any, of (i) the lesser of (x) 6.00% and (y) the Available Funds Rate over (ii) Weighted Average Net Loan Rate and (B) the Class A-IO Notional Balance.

Class A-IO Notes: The Class A-IO GMACM Home Equity Loan-Backed Term Notes, Series 2005-HE2, in substantially the form set forth in Exhibit A-2 to the Indenture.

Class A-1 Notes: The Class A-1 GMACM Home Equity Loan-Backed Term Notes, Series 2005-HE2, in substantially the form set forth in Exhibit A-1 to the Indenture.

Class A-2 Notes: The Class A-2 GMACM Home Equity Loan-Backed Term Notes, Series 2005-HE2, in substantially the form set forth in Exhibit A-1 to the Indenture.

Class A-3 Notes: The Class A-3 GMACM Home Equity Loan-Backed Term Notes, Series 2005-HE2, in substantially the form set forth in Exhibit A-1 to the Indenture.

Class A-4 Notes: The Class A-4 GMACM Home Equity Loan-Backed Term Notes, Series 2005-HE2, in substantially the form set forth in Exhibit A-1 to the Indenture.

Class A-5 Notes: The Class A-5 GMACM Home Equity Loan-Backed Term Notes, Series 2005-HE2, in substantially the form set forth in Exhibit A-1 to the Indenture.

Class A-6 Lockout Distribution Amount: With respect to any Payment Date, the product of (a) the Class A-6 Lockout Percentage for such Payment Date and (b) the Class A-6 Pro Rata Distribution Amount for such Payment Date. In no event shall the Class A-6 Lockout Distribution Amount for a Payment Date exceed the Principal Collection Distribution Amount or the Note Balance of the Class A-6 Notes immediately prior to such Payment Date.

Class A-6 Lockout Percentage: With respect to each Payment Date, the applicable percentage set forth below:

Payment Dates	Class A-6 Lockout Percentage
July 2005 through and including June 2008	0%
July 2008 through and including June 2010	45%
July 2010 through and including June 2011	80%
July 2011 through and including June 2012	100%
July 2012 and thereafter	300%

Class A-6 Notes: The Class A-6 GMACM Home Equity Loan-Backed Term Notes, Series 2005-HE2, in substantially the form set forth in Exhibit A-1 to the Indenture.

Class A-6 Pro Rata Distribution Amount: With respect to any Payment Date, an amount equal to the product of (a) a fraction, the numerator of which is the Note Balance of the Class A-6 Notes immediately prior to such Payment Date and the denominator of which is the aggregate Note Balance of the Notes immediately prior to such Payment Date and (b) the Principal Collection Distribution Amount.

Class A-1 Hedge Agreement: The confirmation, dated as of the Closing Date, between the Indenture Trustee, on behalf of the Trust Fund, and the Hedge Agreements Provider, relating to the Class A-1 Certificates and Class SB Certificates or any replacement, substitute, collateral or other arrangement in lieu thereof.

Class A-1 Hedge Payment: For any Payment Date, the payment, if any, due under the Class A-1 Hedge Agreement in respect of such Payment Date.

Class A-2 Hedge Agreement: The confirmation, dated as of the Closing Date, between the Indenture Trustee, on behalf of the Trust Fund, and the Hedge Agreements Provider, relating

to the Class A-2 Certificates and Class SB Certificates or any replacement, substitute, collateral or other arrangement in lieu thereof.

Class A-2 Hedge Payment: For any Payment Date, the payment, if any, due under the Class A-2 Hedge Agreement in respect of such Payment Date.

Class I-LTA REMIC I Regular Interest: A regular interest in REMIC I that is held as an asset of REMIC II, that has an initial principal balance as set forth in the table in the definition of “REMIC I Regular Interests,” that bears interest at the related REMIC I Remittance Rate as set forth in the table in the definition of “REMIC I Regular Interests,” and that has such other terms as are described herein.

Class I-LTB1 REMIC I Regular Interest: A regular interest in REMIC I that is held as an asset of REMIC II, that has an initial principal balance equal to the related Uncertificated Principal Balance, that bears interest at the related REMIC I Remittance Rate, and that has such other terms as are described herein. Such REMIC I Regular Interest shall be treated as related to REMIC II Regular Interest LTA-IO1.

Class I-LTB2 REMIC I Regular Interest: A regular interest in REMIC I that is held as an asset of REMIC II, that has an initial principal balance equal to the related Uncertificated Principal Balance, that bears interest at the related REMIC I Remittance Rate, and that has such other terms as are described herein. Such REMIC I Regular Interest shall be treated as related to REMIC II Regular Interest LTA-IO2.

Class I-LTB3 REMIC I Regular Interest: A regular interest in REMIC I that is held as an asset of REMIC II, that has an initial principal balance equal to the related Uncertificated Principal Balance, that bears interest at the related REMIC I Remittance Rate, and that has such other terms as are described herein. Such REMIC I Regular Interest shall be treated as related to REMIC II Regular Interest LTA-IO3.

Class I-LTB4 REMIC I Regular Interest: A regular interest in REMIC I that is held as an asset of REMIC II, that has an initial principal balance equal to the related Uncertificated Principal Balance, that bears interest at the related REMIC I Remittance Rate, and that has such other terms as are described herein. Such REMIC I Regular Interest shall be treated as related to REMIC II Regular Interest LTA-IO4.

Class I-LTB5 REMIC I Regular Interest: A regular interest in REMIC I that is held as an asset of REMIC II, that has an initial principal balance equal to the related Uncertificated Principal Balance, that bears interest at the related REMIC I Remittance Rate, and that has such other terms as are described herein. Such REMIC I Regular Interest shall be treated as related to REMIC II Regular Interest LTA-IO5.

Class LT Principal Reduction Amounts: For any Payment Date, the amounts by which the principal balances of the REMIC II Regular Interest LT1, REMIC II Regular Interest LT2, REMIC II Regular Interest LT3 and REMIC II Regular Interest LT4 respectively will be reduced on such Payment Date by the allocation of Liquidation Loss Amounts and the distribution of principal, determined as follows:

For purposes of the succeeding formulas the following symbols shall have the meanings set forth below:

- Y_1 = the Class Principal Balance of the REMIC II Regular Interest LT1 after the allocation of REMIC II Liquidation Loss Amounts and making of distributions on the prior Payment Date.
- Y_2 = the Class Principal Balance of the REMIC II Regular Interest LT2 after the allocation of REMIC II Liquidation Loss Amounts and making of distributions on the prior Payment Date.
- Y_3 = the Class Principal Balance of the REMIC II Regular Interest LT3 after the allocation of REMIC II Liquidation Loss Amounts and making of distributions on the prior Payment Date.
- Y_4 = the Class Principal Balance of the REMIC II Regular Interest LT4 after the allocation of REMIC II Liquidation Loss Amounts and making of distributions on the prior Payment Date (note: $Y_4 = Y_3$).
- ? Y_1 = the Class LT1 Principal Reduction Amount.
- ? Y_2 = the Class LT2 Principal Reduction Amount.
- ? Y_3 = the Class LT3 Principal Reduction Amount.
- ? Y_4 = the Class LT4 Principal Reduction Amount.
- P_0 = the aggregate principal balance of REMIC II Regular Interest LT1, REMIC II Regular Interest LT2, REMIC II Regular Interest LT3 and REMIC II Regular Interest LT4 after distributions and the allocation of Liquidation Loss Amounts on the prior Payment Date.
- = the aggregate Principal Balance of the Loans after giving effect to principal payments distributed and Liquidation Loss Amounts allocated on the prior Payment Date reduced (but not more than once) by amounts advanced in respect of principal on the Mortgage Loans on prior Payment Dates and remaining unreimbursed.
- P_1 = the aggregate principal balance of the REMIC II Regular Interest LT1, REMIC II Regular Interest LT2, REMIC II Regular Interest LT3 and REMIC II Regular Interest LT4 after distributions and the allocation of Liquidation Loss Amounts to be made on such Payment Date.
- ????? the aggregate Principal Balance of the Loans after giving effect to principal payments distributed and Liquidation Loss Amounts allocated on such Payment Date reduced (but not more than once) by amounts advanced in respect of

principal on the Mortgage Loans on such Payment Date and prior Payment Dates and remaining unreimbursed.?

$?P = P_0 - P_1$ = the aggregate of the Class LT1, Class LT2, Class LT3 and Class LT4, Principal Reduction Amounts.

= the sum of (I) the aggregate of the Liquidation Loss Amounts for such Payment Date allocated to principal by the definition of REMIC II Liquidation Loss Amounts, (II) the Principal Collections for such Payment Date and (III) the principal portion of amounts advanced for such Payment Date in respect of the Mortgage Loans.

R_0 = the Net WAC Cap (stated as a monthly rate) after giving effect to amounts distributed and Liquidation Loss Amounts allocated on the prior Payment Date.

R_1 = the Net WAC Cap (stated as a monthly rate) after giving effect to amounts to be distributed and Liquidation Loss Amounts to be allocated on such Payment Date.

$? = (Y_2 + Y_3)/P_0$. The initial value of $?$ on the Closing Date for use on the first Payment Date shall be 0.0001.

$?_0$ = lesser of (A) the interest accruing on, and the Interest Carry Forward Amounts for, the Notes (other than the Class A-IO Notes) in respect of the Interest Period related to such Payment Date (without reduction by the interest portion of Liquidation Loss Amounts, Prepayment Interest Shortfalls or Relief Act Shortfalls allocated to such Notes) and (B) $R_0 * P_0$ reduced by the Class A-IO Net Funds Amount and the Class A-IO Excess Amount for such Payment Date.

$?_1$ = lesser of (A) the interest accruing on, and the Interest Carry Forward Amounts for, the Notes (other than the Class A-IO Notes) in respect of the Interest Period related to the next succeeding Payment Date (without reduction by the interest portion of Liquidation Loss Amounts, Prepayment Interest Shortfalls or Relief Act Shortfalls allocated to such Notes) and (B) $R_1 * P_1$ reduced by the Class A-IO Net Funds Amount and the Class A-IO Excess Amount for such next succeeding Payment Date.

Then, based on the foregoing definitions:

$$?Y_1 = ?P - ?Y_2 - ?Y_3 - ?Y_4;$$

$$?Y_2 = (?/2)\{(?_0R_1 - ?_1R_0)/R_0R_1\};$$

$$?Y_3 = ??P - ?Y_2; \text{ and}$$

$$?Y_4 = ?Y_3$$

if both $?Y_2$ and $?Y_3$, as so determined, are non-negative numbers. Otherwise:

(1) If $? Y_2$, as so determined, is negative, then

$$? Y_2 = 0;$$

$$? Y_3 = a\{?_1 R_0 P_0 - ?_0 R_1 P_1\} / \{?_1 R_0\};$$

$$? Y_4 = ? Y_3; \text{ and}$$

$$? Y_1 = ? P - ? Y_2 - ? Y_3 - ? Y_4.$$

(2) If $? Y_3$, as so determined, is negative, then

$$? Y_3 = 0;$$

$$? Y_2 = a\{?_1 R_0 P_0 - ?_0 R_1 P_1\} / \{2R_1 R_0 P_1 - ?_1 R_0\};$$

$$? Y_4 = ? Y_3; \text{ and}$$

$$? Y_1 = ? P - ? Y_2 - ? Y_3 - ? Y_4.$$

Class LT1 Principal Distribution Amount: For any Payment Date, the excess, if any, of the Class LT1 Principal Reduction Amount for such Payment Date over the principal Liquidation Loss Amounts allocated to the Class LT1 REMIC II Regular Interest on such Payment Date.

Class LT2 Principal Distribution Amount: For any Payment Date, the excess, if any, of the Class LT2 Principal Reduction Amount for such Payment Date over the principal Liquidation Loss Amounts allocated to the Class LT2 REMIC II Regular Interest on such Payment Date.

Class LT3 Principal Distribution Amount: For any Payment Date, the excess, if any, of the Class LT3 Principal Reduction Amount for such Payment Date over the principal Liquidation Loss Amounts allocated to the Class LT3 REMIC II Regular Interest on such Payment Date.

Class LT4 Principal Distribution Amount: For any Payment Date, the excess, if any, of the Class LT4 Principal Reduction Amount for such Payment Date over the principal Liquidation Loss Amounts allocated to the Class LT4 REMIC II Regular Interest on such Payment Date.

Class Principal Balance: For each Class of REMIC I Regular Interests, the Initial Balance thereof (as set forth in the definition of REMIC I Regular Interests) as reduced on each successive Payment Date first by Liquidation Loss Amounts allocated to the principal thereof by the definition of REMIC I Liquidation Loss Amounts and second by principal deemed distributed in respect thereof on such Payment Date pursuant to Section 5.01(e) of the Trust Agreement. For each Class of REMIC II Regular Interests, the Initial Balance thereof (as set forth in the definition of REMIC II Regular Interests) as reduced on each successive Payment Date first by Liquidation Loss Amounts allocated to the principal thereof by the definition of REMIC II Liquidation Loss Amounts and second by principal deemed distributed in respect thereof on such Payment Date pursuant to Section 5.01(f) of the Trust Agreement. For each Class of Notes, the Initial Balance thereof as reduced on each successive Payment Date by

principal distributed in respect thereof on such Payment Date pursuant to Section 3.03 of the Servicing Agreement and Section 3.05 of the Indenture.

Class R Certificates: The Class R-I Certificates, Class R-II Certificates and Class R-III Certificates, each as substantially in the form of Exhibit I to the Trust Agreement and entitled to distributions as provided in the Trust Agreement.

Class SB Certificates: The Class SB Certificates substantially in the form of Exhibit A to the Trust Agreement and entitled to distributions as provided in the Trust Agreement.

Class SB Distribution Amount: On any Payment Date, the sum of (i) Accrued Certificate Interest for such Payment Date (ii) the amounts payable to the Certificates pursuant to Section 3.05(a)(xi) of the Indenture and (iii) the Overcollateralization Release Amount, if any, for the Determination Date related to such Payment Date, reduced, but not below zero, by the Liquidation Loss Distribution Amount and Overcollateralization Increase Amount for such Payment Date, all of the foregoing done without double counting either in addition or subtraction.

Closing Date: June 29, 2005.

Code: The Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

Collateral: The meaning specified in the Granting Clause of the Indenture.

Collection Period: With respect to any Mortgage Loan and Payment Date, the calendar month preceding any such Payment Date.

Collections: With respect to any Collection Period, all Interest Collections and Principal Collections during such Collection Period.

Combined Loan-to-Value Ratio or CLTV: With respect to each Mortgage Loan, the ratio, expressed as a percentage, of the sum of (i) the initial principal balance of such Mortgage Loan and (ii) any outstanding principal balance, at origination of such Mortgage Loan, of all other mortgage loans, if any, secured by senior or subordinate liens on the related Mortgaged Property, to the Appraised Value, or, when not available, the Stated Value.

Commission: The Securities and Exchange Commission.

Corporate Trust Office: With respect to the Indenture Trustee, Certificate Registrar, Certificate Paying Agent and Paying Agent, the principal corporate trust office of the Indenture Trustee and Note Registrar at which at any particular time its corporate trust business shall be administered, which office at the date of the execution of this instrument is located at (i) for Note and Certificate transfer purposes: Wells Fargo Center, Sixth Street and Marquette Avenue, Minneapolis, Minnesota 55479-0070, Attention: Corporate Trust Services–GMACM Series 2005-HE2 and (ii) for all other purposes 9062 Old Annapolis Road, Columbia, Maryland 21045-1951, Attention: Corporate Trust Services–GMACM Series 2005-HE2. With respect to the

Owner Trustee, the principal corporate trust office of the Owner Trustee at which at any particular time its corporate trust business shall be administered, which office at the date of the execution of this Trust Agreement is located at Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, Attention: Corporate Trust Administration.

Custodial Account: The account or accounts created and maintained by the Servicer pursuant to Section 3.02(b) of the Servicing Agreement, in which the Servicer shall deposit or cause to be deposited certain amounts in respect of the Mortgage Loans.

Custodial Agreement: Any Custodial Agreement among the Custodian, the Indenture Trustee, the Issuer and the Servicer relating to the custody of the Mortgage Loans and the Related Documents.

Custodian: GMAC Bank, a federal savings bank, and its successors and assigns, or any successor custodian for the Mortgage Files appointed by the Indenture Trustee, the Enhancer and the Servicer.

Cut-Off Date: June 1, 2005.

Cut-Off Date Principal Balance: With respect to any Initial Mortgage Loan or Subsequent Mortgage Loan, the unpaid principal balance thereof as of the close of business on the last day of the Billing Cycle immediately prior to the Cut-Off Date or Subsequent Cut-Off Date, as the case may be.

DBRS: Dominion Bond Rating Service, Inc.

Default: Any occurrence which is or with notice or the lapse of time or both would become an Event of Default.

Definitive Notes: Any definitive, fully registered Note, as described in Section 4.06 of the Indenture.

Deficiency Amount: With respect to any Payment Date and the Notes, an amount equal to the sum of (a) the amount by which the aggregate amount of accrued interest on the Notes (excluding any Relief Act Shortfalls for such Payment Date) at the respective Note Rates on such Payment Date exceeds the amount on deposit in the Note Payment Account available for interest distributions on the Notes on such Payment Date and (b)(i) with respect to any Payment Date that is not the Final Payment Date, any Liquidation Loss Amount with respect to the Mortgage Loans for such Payment Date, to the extent not distributed as part of the Liquidated Loss Distribution Amount to the Holders of the Notes or to the extent not applied as a reduction to the Overcollateralization Amount, in each case, on such Payment Date or (ii) on the Final Payment Date, the aggregate outstanding principal balance of the Notes to the extent otherwise not paid on such date.

Deleted Loan: A Mortgage Loan replaced or to be replaced with an Eligible Substitute Loan.

Depositor: Residential Asset Mortgage Products, Inc., a Delaware corporation, or its successor in interest.

Depository: The Depository Trust Company or a successor appointed by the Indenture Trustee with the approval of the Issuer. Any successor to the Depository shall be an organization registered as a “clearing agency” pursuant to Section 17A of the Exchange Act and the regulations of the Commission thereunder.

Depository Participant: A Person for whom, from time to time, the Depository effects book-entry transfers and pledges of securities deposited with the Depository.

Determination Date: With respect to any Payment Date, the 18th day of the month in which such Payment Date occurs or if such day is not a Business Day, the next succeeding Business Day.

Disqualified Organization: Any organization defined as a “disqualified organization” under Section 860E(e)(5) of the Code, and if not otherwise included, any of the following: (i) the United States, any State or political subdivision thereof, any possession of the United States, or any agency or instrumentality of any of the foregoing (other than an instrumentality which is a corporation if all of its activities are subject to tax and, except for Freddie Mac, a majority of its board of directors is not selected by such governmental unit), (ii) a foreign government, any international organization, or any agency or instrumentality of any of the foregoing, (iii) any organization (other than certain farmers’ cooperatives described in Section 521 of the Code) which is exempt from the tax imposed by Chapter 1 of the Code (including the tax imposed by Section 511 of the Code on unrelated business taxable income), (iv) rural electric and telephone cooperatives described in Section 1381(a)(2)(C) of the Code, (v) any “electing large partnership,” as defined in Section 775(a) of the Code and (vi) any other Person so designated by the Trustee based upon an Opinion of Counsel that the holding of an Ownership Interest in a Class R Certificate by such Person may cause the Trust Estate or any Person having an Ownership Interest in any Class of Certificates (other than such Person) to incur a liability for any federal tax imposed under the Code that would not otherwise be imposed but for the Transfer of an Ownership Interest in a Class R Certificate to such Person. The terms “United States,” “State” and “international organization” shall have the meanings set forth in Section 7701 of the Code or successor provisions.

Distribution Account: The account or accounts created and maintained by the Certificate Paying Agent pursuant to Section 3.10(c) of the Trust Agreement. The Certificate Paying Agent will make all distributions on the Certificates from money on deposit in the Distribution Account.

Due Date: With respect to any Payment Date and any Mortgage Loan, the day during the related Collection Period on which the Monthly Payment is due.

Eligible Account: An account that is any of the following: (i) maintained with a depository institution the short-term debt obligations of which have been rated by each Rating Agency in its highest rating category available, or (ii) an account or accounts in a depository institution in which such accounts are fully insured to the limits established by the FDIC,

provided that any deposits not so insured shall, to the extent acceptable to each Rating Agency, as evidenced in writing, be maintained such that (as evidenced by an Opinion of Counsel delivered to the Indenture Trustee and each Rating Agency) the Indenture Trustee have a claim with respect to the funds in such account or a perfected first security interest against any collateral (which shall be limited to Permitted Investments) securing such funds that is superior to claims of any other depositors or creditors of the depository institution with which such account is maintained, or (iii) an account or accounts maintained with a depository institution or trust company, as long as its short-term debt obligations are rated P-1 by Moody's and A-1+ by Standard & Poor's (or the equivalent) or better by each Rating Agency, and its long term debt obligations are rated A2 by Moody's and AA- by Standard & Poor's (or the equivalent) or better by each Rating Agency, or (iv) a segregated trust account or accounts maintained in the corporate trust division of a depository institution or trust company, acting in its fiduciary capacity, or (v) an account or accounts of a depository institution acceptable to each Rating Agency (as evidenced in writing by each Rating Agency that use of any such account will not cause a Rating Event if determined without regard to the Policy).

Eligible Substitute Loan: A Mortgage Loan substituted by either Seller or GMACM for a Deleted Loan, which must, on the date of such substitution, as confirmed in an Officer's Certificate delivered to the Indenture Trustee, (i) have an outstanding principal balance, after deduction of the principal portion of the monthly payment due in the month of substitution (or in the case of a substitution of more than one Mortgage Loan for a Deleted Loan, an aggregate outstanding principal balance, after such deduction), not in excess of the outstanding principal balance of the Deleted Loan (the amount of any shortfall to be deposited by such Seller in the Custodial Account in the month of substitution); (ii) comply with each representation and warranty made by GMACM set forth in Section 3.1(b) of the Purchase Agreement, other than clauses (xiii), (xxii), (xxiii), (xxv) and (xxxiv), in the case of an Eligible Substitute Loan substituted by GMACM, and comply with the representations and warranties made by WG Trust set forth in Section 3.1(d) of the Purchase Agreement, in the case of an Eligible Substitute Loan substituted by WG Trust, as of the date of substitution; (iii) have a Loan Rate and Net Loan Rate no lower than and not more than 1% per annum higher than the Loan Rate and Net Loan Rate, respectively, of the Deleted Loan as of the date of substitution; (iv) have a CLTV at the time of substitution no higher than that of the Deleted Loan at the time of substitution; (v) have a remaining term to stated maturity not greater than (and not more than one year less than) that of the Deleted Loan; and (vi) not be 30 days or more delinquent.

Enhancer: Financial Guaranty Insurance Company, any successor thereto or any replacement Enhancer substituted pursuant to the Indenture.

Enhancer Default: Any failure by the Enhancer to make a payment required under the Policy in accordance with its terms.

ERISA: The Employee Retirement Income Security Act of 1974, as amended.

Event of Default: With respect to the Indenture, any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) a default in the payment of the principal of, any installment of the principal of or interest on any Note when the same becomes due and payable, and such default shall continue for a period of five (5) days;

(b) there occurs a default in the observance or performance in any material respect of any covenant or agreement of the Issuer made in the Indenture, or any representation or warranty of the Issuer made in the Indenture or in any certificate delivered pursuant hereto or in connection herewith proving to have been incorrect in any material respect as of the time when the same shall have been made that has a material adverse effect on the Noteholders or the Enhancer, and such default shall continue or not be cured, or the circumstance or condition in respect of which such representation or warranty was incorrect shall not have been eliminated or otherwise cured, for a period of 30 days after there shall have been given, by registered or certified mail, to the Issuer by the Indenture Trustee or to the Issuer and the Indenture Trustee by the Enhancer or by the Noteholders of at least 25% of the aggregate Note Balance of the Notes, a written notice specifying such default or incorrect representation or warranty and requiring it to be remedied and stating that such notice is a notice of default hereunder;

(c) there occurs the filing of a decree or order for relief by a court having jurisdiction in the premises in respect of the Issuer or any substantial part of the Trust Estate in an involuntary case under any applicable federal or state bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Issuer or for any substantial part of the Trust Estate, or ordering the winding-up or liquidation of the Issuer's affairs, and such decree or order shall remain unstayed and in effect for a period of 60 consecutive days; or

(d) there occurs the commencement by the Issuer of a voluntary case under any applicable federal or state bankruptcy, insolvency or other similar law now or hereafter in effect, or the consent by the Issuer to the entry of an order for relief in an involuntary case under any such law, or the consent by the Issuer to the appointment or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Issuer or for any substantial part of the assets of the Trust Estate, or the making by the Issuer of any general assignment for the benefit of creditors, or the failure by the Issuer generally to pay its debts as such debts become due, or the taking of any action by the Issuer in furtherance of any of the foregoing.

Excess Capitalized Interest Requirement: With respect to each Payment Date during the Pre-Funding Period and on the Payment Date immediately after the end of the Pre-Funding Period, an amount equal to the excess of (i) one month's interest at the Weighted Average Net Loan Rate on the funds on deposit in the Pre-Funding Account over (ii) the sum of (a) the Capitalized Interest Requirement and (b) the amount of reinvestment earnings since the preceding Payment Date (or as of the Closing Date, in the case of the first Payment Date) on funds on deposit in the Pre-Funding Account.

Excess Spread: With respect to any Payment Date, the excess, if any, of (x) Interest Collections for the related Payment Date with respect to the Mortgage Loans over (y) the amounts paid on such Payment Date to the Holders of the Notes on account of interest and the Premium payable to the Enhancer for such Payment Date.

Exchange Act: The Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

Expenses: The meaning specified in Section 7.02 of the Trust Agreement.

Fannie Mae: Fannie Mae, a federally chartered and privately owned corporation organized and existing under the Federal National Mortgage Association Charter Act, or any successor thereto.

FDIC: The Federal Deposit Insurance Corporation or any successor thereto.

Final Payment Date: The Payment Date in November 2035 or, with respect to the Class A-IO Notes, March 2007.

Fiscal Year: The fiscal year of the Trust, which shall end on December 31 of each year.

Foreclosure Profit: With respect to a Liquidated Mortgage Loan, the amount, if any, by which (i) the aggregate of Liquidation Proceeds net of Liquidation Expenses exceeds (ii) the Principal Balance of such Liquidated Mortgage Loan (plus accrued and unpaid interest thereon at the applicable Loan Rate from the date interest was last paid through the date of receipt of the final Liquidation Proceeds) immediately prior to the final recovery of the related Liquidation Proceeds.

Freddie Mac: Freddie Mac, a corporation created and existing under Title III of the Emergency Home Finance Act of 1970, as amended, or any successor thereto.

GAAP: Generally accepted accounting principles.

GMAC Bank: GMAC Bank, a federal savings bank, and its successors and assigns.

GMACM: GMAC Mortgage Corporation, and its successors and assigns.

GMACM Initial Mortgage Loans: The Initial Mortgage Loans transferred to the Depositor by GMACM as set forth in the Purchase Agreement.

Grant: Pledge, bargain, sell, warrant, alienate, remise, release, convey, assign, transfer, create, and grant a lien upon and a security interest in and right of set-off against, deposit, set over and confirm pursuant to the Indenture. A Grant of the Collateral or of any other agreement or instrument shall include all rights, powers and options (but none of the obligations) of the granting party thereunder, including the immediate and continuing right to claim for, collect, receive and give receipt for principal and interest payments in respect of such collateral or other agreement or instrument and all other moneys payable thereunder, to give and receive notices and other communications, to make waivers or other agreements, to exercise all rights and options, to bring proceedings in the name of the granting party or otherwise, and generally to do and receive anything that the granting party is or may be entitled to do or receive thereunder or with respect thereto.

Hedge Agreement: The Class A-1 Hedge Agreement or the Class A-2 Hedge Agreement, as applicable.

Hedge Agreements Provider: The Bank of New York, and its successors and assigns or any party to any replacement, substitute, collateral or other arrangement in lieu thereof.

Hedge Payment: The Class A-1 Hedge Payment or the Class A-2 Hedge Payment, as applicable.

Hedge Shortfall Amount: For any Payment Date, the amount, if any, by which the payment on the Class A-1 or Class A-2 Notes, as applicable, pursuant to Section 3.05(d) of the Indenture is paid from the Hedge Payments for such Payment Date pursuant to the provisions thereof or would have been so paid but for the failure of the Hedge Agreements Provider to make a payment required under the Hedge Agreements.

Indemnified Party: The meaning specified in Section 7.02 of the Trust Agreement.

Indenture: The indenture dated as of the Closing Date, between the Issuer and the Indenture Trustee.

Indenture Trustee: Wells Fargo Bank, N.A., and its successors and assigns or any successor indenture trustee appointed pursuant to the terms of the Indenture.

Independent: When used with respect to any specified Person, such Person (i) is in fact independent of the Issuer, any other obligor on the Notes, the Sellers, the Depositor and any Affiliate of any of the foregoing Persons, (ii) does not have any direct financial interest or any material indirect financial interest in the Issuer, any such other obligor, the Sellers, the Depositor or any Affiliate of any of the foregoing Persons and (iii) is not connected with the Issuer, any such other obligor, the Sellers, the Depositor or any Affiliate of any of the foregoing Persons as an officer, employee, promoter, underwriter, trustee, partner, director or person performing similar functions.

Independent Certificate: A certificate or opinion to be delivered to the Indenture Trustee under the circumstances described in, and otherwise complying with, the applicable requirements of Section 10.01 of the Indenture, made by an Independent appraiser or other expert appointed by an Issuer Order and approved by the Indenture Trustee in the exercise of reasonable care, and such opinion or certificate shall state that the signer has read the definition of “Independent” in this Indenture and that the signer is Independent within the meaning thereof.

Initial Aggregate Note Balance: \$1,113,522,000.

Initial Class A-1 Note Balance: \$330,231,000.

Initial Class A-2 Note Balance: \$168,243,000.

Initial Class A-3 Note Balance: \$ 358,444,000.

Initial Class A-4 Note Balance: \$170,820,000.

Initial Class A-5 Note Balance: \$41,784,000.

Initial Class A-6 Note Balance: \$44,000,000.

Initial Class A-IO Notional Amount: \$143,710,000.

Initial Mortgage Loans: The mortgage loans initially transferred by the Depositor to the Issuer on the Closing Date, which are listed on the Mortgage Loan Schedule Exhibit 1 to the Purchase Agreement.

Initial Pool Balance: \$1,115,194,292.00.

Insolvency Event: With respect to a specified Person, (a) the filing of a decree or order for relief by a court having jurisdiction in the premises in respect of such Person or any substantial part of its property in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for such Person or for any substantial part of its property, or ordering the winding-up or liquidation of such Person's affairs, and such decree or order shall remain unstayed and in effect for a period of 60 consecutive days; or (b) the commencement by such Person of a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or the consent by such Person to the entry of an order for relief in an involuntary case under any such law, or the consent by such Person to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for such Person or for any substantial part of its property, or the making by such Person of any general assignment for the benefit of creditors, or the failure by such Person generally to pay its debts as such debts become due or the admission by such Person in writing (as to which the Indenture Trustee shall have notice) of its inability to pay its debts generally, or the adoption by the Board of Directors or managing member of such Person of a resolution which authorizes action by such Person in furtherance of any of the foregoing.

Insurance Agreement: The Insurance and Indemnity Agreement dated as the Closing Date, among the Servicer, the Sellers, the Depositor, the Issuer, the Indenture Trustee and the Enhancer, including any amendments and supplements thereto.

Insurance Proceeds: Proceeds paid by any insurer (other than the Enhancer) pursuant to any insurance policy covering a Mortgage Loan which are required to be remitted to the Servicer, or amounts required to be paid by the Servicer pursuant to the next to last sentence of Section 3.04 of the Servicing Agreement, net of any component thereof (i) covering any expenses incurred by or on behalf of the Servicer in connection with obtaining such proceeds, (ii) that is applied to the restoration or repair of the related Mortgaged Property, (iii) released to the related Mortgagor in accordance with the Servicer's normal servicing procedures or (iv) required to be paid to any holder of a mortgage senior to such Mortgage Loan.

Insured Amount: As defined in the Policy.

Interest Carry Forward Amount: With respect to any Payment Date and any Class of Notes (other than the Class A-1 Notes, Class A-2 Notes and the Class A-IO Notes) the sum of:

(1) if on such Payment Date the Note Rate on any such Class is limited to the Net WAC Cap, the excess of (a) the amount of interest such Class would have been entitled to receive without regard to the Net WAC Cap on such Payment Date, over (b) the amount of interest that such Class was entitled to receive on such Payment Date because the applicable Note Rate was calculated at the Net WAC Cap; and

(2) the Interest Carry Forward Amount for all previous Payment Dates for such Class not previously paid, together with interest thereon at a rate equal to the Note Rate for such Payment Date.

With respect to any Payment Date and the Class A-1 Notes and Class A-2 Notes, the sum of: (1) the excess of:

?? if on such Payment Date the Note Rate for the Class A-1 Notes or Class A-2 Notes, as applicable, is limited to the Net WAC Cap, the amount of interest that the Class A-1 Notes or Class A-2 Notes, as applicable, would have been entitled to receive on such Payment Date had the applicable Note Rate been calculated as a per annum rate equal to the lesser of (a) One-Month LIBOR plus the related Note Margin and (b) with respect to the Class A-1 Notes only, 10.00%, over

?? the amount of interest that the Class A-1 Notes or Class A-2 Notes, as applicable, were entitled to receive on such Payment Date because the applicable Note Rate was calculated at the Net WAC Cap; and

(2) the Interest Carry Forward Amount for the Class A-1 Notes or Class A-2 Notes, as applicable, for all previous Payment Dates not previously paid, together with interest thereon at a rate equal to the applicable Note Rate for such Payment Date.

For any Payment Date and the Class A-IO Notes, the sum of (1) if on such Payment Date the Note Rate on the Class A-IO Notes is limited by the Available Funds Rate for such Payment Date, the excess of the amount of interest that the Class A-IO Notes would have been entitled to receive on such Payment Date had the applicable Note Rate been calculated as a per annum rate equal to 6.00%, over the amount of interest that the Class A-IO Notes were entitled to receive on such Payment Date because the applicable Note Rate was limited by the Available Funds Rate for such Payment Date; and (2) the Interest Carry Forward Amount for all previous Payment Dates for such the Class A-IO Notes not previously paid, together with interest thereon at a rate equal to the applicable Note Rate for such Payment Date.

Interest Collections: With respect to any Payment Date, the sum of (i) the portion of all scheduled Monthly Payments on the Mortgage Loans received or advanced and applied to interest during the related Collection Period, minus the Servicing Fee for the related Collection Period, (ii) the portion of all prepayments, Insurance Proceeds and Net Liquidation Proceeds allocable to interest pursuant to the terms of the Mortgage Notes, reduced by the Servicing Fee for the related Collection Period, (iii) the interest portion of the Repurchase Price for any Deleted Loans paid by the Seller or GMACM during the related Collection Period and the cash purchase price paid in connection with any optional purchase of the Mortgage Loans by the Servicer, and (iv) any amounts withdrawn from the Capitalized Interest Account and deposited to the Note Payment Account for such Payment Date pursuant to Section 3.18(b) of the Servicing

Agreement. The terms of the related Mortgage Note shall determine the portion of each payment in respect of each Mortgage Loan that constitutes principal or interest.

Interest Coverage Amount: The amount to be paid from proceeds received from the sale of the Notes for deposit into the Capitalized Interest Account pursuant to Section 3.18 of the Servicing Agreement on the Closing Date, which amount initially shall be \$2,287,157, and thereafter, shall be the amount computed in accordance with Section 3.18 of the Servicing Agreement.

Interest Period: With respect to any Payment Date and each Class of Notes, other than the Class A-1 Notes and Class A-2 Notes, the calendar month preceding such Payment Date. With respect to any Payment Date and the Class A-1 Notes and Class A-2 Notes, other than the first Payment Date, the period commencing on the Payment Date in the month immediately preceding the month in which such Payment Date occurs and ending on the day preceding such Payment Date, and in the case of the first Payment Date, the period commencing on the Closing Date and ending on the day preceding the first Payment Date.

Issuer or Trust: The GMACM Home Equity Loan Trust 2005-HE2, a Delaware statutory trust, or its successor in interest.

Issuer Order or Issuer Request: A written order or request signed in the name of the Issuer by any one of its Authorized Officers and delivered to the Indenture Trustee.

LIBOR Business Day: Any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the city of London, England are required or authorized by law to be closed.

Lien: Any mortgage, deed of trust, security interest, pledge, conveyance, hypothecation, assignment, participation, deposit arrangement, encumbrance, lien (statutory or other), preference, priority right or interest or other security agreement or preferential arrangement of any kind or nature whatsoever, including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing and the filing of any financing statement under the UCC (other than any such financing statement filed for informational purposes only) or comparable law of any jurisdiction to evidence any of the foregoing; provided, however, that any assignment pursuant to Section 6.02 of the Servicing Agreement shall not be deemed to constitute a Lien.

Liquidated Mortgage Loan: With respect to any Payment Date, any Mortgage Loan in respect of which the Servicer has determined, in accordance with the servicing procedures specified in the Servicing Agreement, as of the end of the related Collection Period that substantially all Liquidation Proceeds which it reasonably expects to recover, if any, with respect to the disposition of the related REO Property have been recovered.

Liquidation Expenses: All out-of-pocket expenses (exclusive of overhead) incurred by or on behalf of the Servicer in connection with the liquidation of any Mortgage Loan and not recovered under any insurance policy, including legal fees and expenses, any unreimbursed amount expended respecting such Mortgage Loan and any related and unreimbursed

expenditures for real estate property taxes or for property restoration, preservation or insurance against casualty loss or damage.

Liquidation Loss Amount: With respect to any Payment Date and any Mortgage Loan that became a Liquidated Mortgage Loan during the related Collection Period, the unrecovered portion of the Principal Balance of such Mortgage Loan and any unpaid accrued interest thereon at the end of such Collection Period, after giving effect to the Net Liquidation Proceeds applied in reduction of such Principal Balance.

Liquidation Loss Distribution Amount: With respect to any Payment Date, the aggregate of (A) 100% of the Liquidation Loss Amounts on such Payment Date, plus (B) any Liquidation Loss Distribution Amounts remaining undistributed from any preceding Payment Date, provided that any such Liquidation Loss Distribution Amount remaining undistributed from any preceding Payment Date shall not be distributed to the extent that it was paid by means of a draw on the Policy or was reflected in the reduction of the Overcollateralization Amount.

Liquidation Proceeds: Proceeds (including Insurance Proceeds) if any received in connection with the liquidation of any Mortgage Loan or related REO Property, whether through trustee's sale, foreclosure sale or otherwise.

Loan Rate: With respect to any Mortgage Loan and any day, the per annum rate of interest applicable under the related Mortgage Note.

Lost Note Affidavit: With respect to any Mortgage Loan as to which the original Mortgage Note has been permanently lost or destroyed and has not been replaced, an affidavit from the Seller certifying that the original Mortgage Note has been lost, misplaced or destroyed (together with a copy of the related Mortgage Note, if available).

LT1 Principal Distribution Amount: For any Payment Date, the excess, if any, of the Class LT1 Principal Reduction Amount for such Payment Date over the principal Liquidation Loss Amounts allocated to the REMIC II Regular Interest LT1 on such Payment Date.

LT2 Principal Distribution Amount: For any Payment Date, the excess, if any, of the Class LT2 Principal Reduction Amount for such Payment Date over the principal Liquidation Loss Amounts allocated to the REMIC II Regular Interest LT2 on such Payment Date.

LT3 Principal Distribution Amount: For any Payment Date, the excess, if any, of the Class LT3 Principal Reduction Amount for such Payment Date over the principal Liquidation Loss Amounts allocated to the REMIC II Regular Interest LT3 on such Payment Date.

LT4 Principal Distribution Amount: For any Payment Date, the excess, if any, of the Class LT4 Principal Reduction Amount for such Payment Date over the principal Liquidation Loss Amounts allocated to the REMIC II Regular Interest LT4 on such Payment Date.

Margin: With respect to the Class A-1 Notes, 0.08% and with respect to the Class A-2 Notes, 0.11%.

MERS: Mortgage Electronic Registration Systems, Inc., a corporation organized and existing under the laws of the State of Delaware, or any successor thereto.

MERS® System: The system of recording transfers of Mortgages electronically maintained by MERS.

MIN: The Mortgage Identification Number for Mortgage Loans registered with MERS on the MERS® System.

MOM Loan: With respect to any Mortgage Loan, MERS acting as the mortgagee of such Mortgage Loan, solely as nominee for the originator of such Mortgage Loan and its successors and assigns, at the origination thereof.

Monthly Payment: With respect to any Mortgage Loan (including any REO Property) and any Due Date, the payment of principal and interest due thereon in accordance with the terms of such Mortgage Loan.

Moody's: Moody's Investors Service, Inc., or its successor in interest.

Mortgage: The mortgage, deed of trust or other instrument creating a first or second lien on an estate in fee simple interest in real property securing a Mortgage Loan.

Mortgage File: With respect to each Mortgage Loan:

(i) the original Mortgage Note endorsed or assigned without recourse in blank (which endorsement shall contain either an original signature or a facsimile signature of an authorized officer of GMACM) or, with respect to any Mortgage Loan as to which the original Mortgage Note has been permanently lost or destroyed and has not been replaced, a Lost Note Affidavit;

(ii) the original Mortgage, noting the presence of the MIN of the Mortgage Loan, if the Mortgage is registered on the MERS® System, and language indicating that the Mortgage Loan is a MOM Loan if the Mortgage Loan is a MOM Loan, with evidence of recording thereon, or, if the original Mortgage has not yet been returned from the public recording office, a copy of the original Mortgage certified by GMACM that such Mortgage has been sent for recording, or a county certified copy of such Mortgage in the event the recording office keeps the original or if the original is lost;

(iii) unless the Mortgage Loan is registered on the MERS® System, original assignments (which may be included in one or more blanket assignments if permitted by applicable law) of the Mortgage in recordable form from GMACM to "Wells Fargo Bank, N.A., as Indenture Trustee under that certain Indenture dated as of June 29, 2005, for GMACM Home Equity Loan Trust 2005-HE2, Home Equity Loan-Backed Term Notes" c/o the Servicer at an address specified by the Servicer;

(iv) originals of any intervening assignments of the Mortgage from the originator to GMACM (or to MERS, if the Mortgage Loan is registered on the MERS® System, and which notes the presence of a MIN), with evidence of recording thereon, or, if the original of any such intervening assignment has not yet been returned from the public recording office, a copy of such original intervening assignment certified by GMACM that such original intervening assignment has been sent for recording; and

(v) a true and correct copy of each assumption, modification, consolidation or substitution agreement, if any, relating to such Mortgage Loan; and

(vi) any documents required to be added to such documents pursuant to the Purchase Agreement, the Trust Agreement or the Servicing Agreement.

It is understood that the Mortgage File (other than item (i) above) may be retained in microfilm, microfiche, optical storage or magnetic media in lieu of hard copy; provided, that with respect to any Mortgage Loan not registered on the MERS® System, the original assignment of Mortgage described in clause (iii) above shall be retained in the Mortgage File.

Mortgage Loan Schedule: The initial schedule of Initial Mortgage Loans as of the Cut-Off Date set forth in Exhibit A of the Servicing Agreement, and as of each Subsequent Cut-Off Date, any Subsequent Mortgage Loans, which schedule sets forth as to each Mortgage Loan the (i) Cut-Off Date Principal Balance, (ii) loan number, (iii) lien position of the related Mortgage, (iv) original term to maturity of the related Mortgage Note, (v) date of the related Mortgage Note, (vi) maturity date of the related Mortgage Note, (vii) Appraised Value of the related Mortgaged Property, (viii) unpaid principal balance of a mortgage loan secured by a lien senior to the Mortgage Loan, (ix) CLTV, (x) debt-to-income ratio of the related Mortgagor, and (xi) number of residential units on the related Mortgaged Property.

Mortgage Loans: At any time, all Initial Mortgage Loans and Subsequent Mortgage Loans, if any, together with all monies due or to become due thereunder or the Related Documents, and that remain subject to the terms thereof.

Mortgage Note: With respect to a Mortgage Loan, the promissory note pursuant to which the related Mortgagor agrees to pay the indebtedness evidenced thereby and secured by the related Mortgage as modified or amended.

Mortgaged Property: The underlying property, including real property and improvements thereon, securing a Mortgage Loan.

Mortgagor: The obligor or obligors under a Mortgage Note.

Net Liquidation Proceeds: With respect to any Liquidated Mortgage Loan, Liquidation Proceeds net of Liquidation Expenses (but not including the portion, if any, of such amount that exceeds the Principal Balance of, plus accrued and unpaid interest on, such Mortgage Loan at the end of the Collection Period immediately preceding the Collection Period in which such Mortgage Loan became a Liquidated Mortgage Loan).

Net Loan Rate: With respect to any Mortgage Loan and Payment Date, the Loan Rate of the Mortgage Loan applicable to the Monthly Payment due during the related Collection Period, net of the Servicing Fee Rate and the Premium Percentage for such Mortgage Loan on such Payment Date.

Net WAC Cap: With respect to (A) the July 2005 Payment Date through and including the March 2007 Payment Date, a per annum rate equal to (a) the Weighted Average Net Loan

Rate of the Mortgage Loans, as of the first day of the month preceding the month in which such Payment Date occurs, minus (b) the product of (i) the Note Rate for the Class A-IO Notes for such Payment Date and (ii) a fraction, the numerator of which is the Notional Amount of the Class A-IO Notes immediately prior to such Payment Date and the denominator of which is the aggregate Principal Balance of the Mortgage Loans as of the first day of the month preceding the month in which such Payment Date occurs, and, with respect to the Class A-1 and Class A-2 Notes, multiplied by a fraction, the numerator of which is 30 and the denominator of which is the actual number of days in the accrual period and (B) each Payment Date thereafter, a per annum rate equal to the Weighted Average Net Loan Rate of the Mortgage Loans as of the first day of the month preceding the month in which such Payment Date occurs, and, with respect to the Class A-1 and Class A-2 Notes, multiplied by a fraction, the numerator of which is 30 and the denominator of which is the actual number of days in the accrual period, but in any event not less than 0.00%.

Non-United States Person: Any Person other than a United States Person.

Note Balance: With respect to any Payment Date and any Note of any Class, other than the Class A-IO Notes, the product of (i) the Percentage Interest of such Note and (ii) the Class Principal Balance for such Class of Notes.

Noteholder: The Person in whose name a Note is registered in the Note Register, except that, any Note registered in the name of the Depositor, the Issuer or the Indenture Trustee or any Affiliate of any of them shall be deemed not to be outstanding and the registered holder will not be considered a Noteholder for purposes of giving any request, demand, authorization, direction, notice, consent or waiver under the Indenture or the Trust Agreement; provided, that in determining whether the Indenture Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes that the Indenture Trustee or the Owner Trustee knows to be so owned shall be so disregarded. Owners of Notes that have been pledged in good faith may be regarded as Noteholders if the pledgee thereof establishes to the satisfaction of the Indenture Trustee or the Owner Trustee such pledgee's right so to act with respect to such Notes and that such pledgee is not the Issuer, any other obligor on the Notes or any Affiliate of any of the foregoing Persons.

Note Owner or Owner: The Beneficial Owner of a Note.

Note Payment Account: The account established by the Indenture Trustee pursuant to Section 8.02 of the Indenture and Section 5.01 of the Servicing Agreement. Amounts deposited in the Note Payment Account will be distributed by the Indenture Trustee in accordance with Section 3.05 of the Indenture.

Note Payment Account Deposit Date: As to any Payment Date, the Business Day prior thereto.

Note Rate: With respect to each Interest Period and the related Payment Date, a per annum rate equal to with respect to:

- (a) the Class A-1 Notes, the least of:

?? One-Month LIBOR plus the related Margin;

?? the Net WAC Cap; and

?? 10.00%;

(b) the Class A-2 Notes, the lesser (i) One-Month LIBOR plus the related Margin; and (ii) the Net WAC Cap;

(c) the Class A-3 Notes, the lesser of (i) 4.622% and (ii) the Net WAC Cap;

(d) the Class A-4 Notes, the lesser of (i) 4.929% and (ii) the Net WAC Cap;

(e) the Class A-5 Notes, the lesser of (i) 5.156% plus, with respect to each Payment Date occurring on or after the second Payment Date following the first possible Optional Call Date, 1.00% and (ii) the Net WAC Cap;

(f) the Class A-6 Notes, the lesser of (i) 4.893% plus, with respect to each Payment Date occurring on or after the second Payment Date following the first possible Optional Call Date, 1.00% and (ii) the Net WAC Cap; and

(g) the Class A-IO Notes, on or prior to the Payment Date in March 2007, the lesser of (i) 6.00% and (ii) the Available Funds Rate for such Payment Date and after the Payment Date in March 2007, 0.00%.

Note Register: The register maintained by the Note Registrar in which the Note Registrar shall provide for the registration of Notes and of transfers and exchanges of Notes.

Note Registrar: The Indenture Trustee, in its capacity as Note Registrar.

Notes: Any one of the Class A-1 Notes, Class A-2 Notes, Class A-3 Notes, Class A-4 Notes, Class A-5 Notes, Class A-6 Notes or Class A-IO Notes issued and outstanding at any time pursuant to the Indenture.

Notional Amount: With respect to the Class A-IO Notes and any Payment Date, the lesser of (a) the Pool Balance prior to giving effect to distributions to be made on such Payment Date and (b) the applicable amount set forth below

Payment Dates	Notional Amount
July 2005 through and including December 2005.....	\$143,710,000
January 2006 through and including June 2006.....	\$114,965,000
July 2006 through and including December 2006.....	\$97,720,000
January 2007 through and including March 2007	\$80,475,000

After the Payment Date in March 2007, the Notional Amount for the Class A-IO Notes will equal \$0.00.

With respect to the Class SB Certificates and any Payment Date, the aggregate of the Class Principal Balances for all Classes of REMIC II Regular Interests before giving effect to payments to be made and the allocation of Liquidation Loss Amounts to occur on such Payment Date.

Officer's Certificate: With respect to the Servicer, a certificate signed by the President, Managing Director, a Director, a Vice President or an Assistant Vice President, of the Servicer and delivered to the Indenture Trustee. With respect to the Issuer, a certificate signed by any Authorized Officer of the Issuer, under the circumstances described in, and otherwise complying with, the applicable requirements of Section 10.01 of the Indenture, and delivered to the Indenture Trustee. Unless otherwise specified, any reference in the Indenture to an Officer's Certificate shall be to an Officer's Certificate of any Authorized Officer of the Issuer.

One-Month LIBOR: As to any Interest Period for the Class A-1 and Class A-2 Notes, (a) for any Interest Period other than the first Interest Period, the rate for United States dollar deposits for one month that appears on the Telerate Screen Page 3750 as of 11:00 a.m., London, England time, on the second LIBOR Business Day prior to the first day of that Interest Period or (b) with respect to the first Interest Period, the rate for United States dollar deposits for one month that appears on the Telerate Screen Page 3750 as of 11:00 a.m., London, England time, two LIBOR Business Days prior to the Closing Date. If such rate does not appear on such page, LIBOR will be the Reference Bank Rate determined by the Indenture Trustee. If no such rate appears and the Indenture Trustee is unable to determine a Reference Bank Rate, LIBOR will be LIBOR applicable to the preceding Interest Period.

Opinion of Counsel: A written opinion of counsel of a law firm reasonably acceptable to the recipient thereof. Any Opinion of Counsel for the Servicer may be provided by in-house counsel for the Servicer if reasonably acceptable.

Optional Call Date: Any Payment Date on which the Pool Balance is less than 10% of the Initial Pool Balance.

Original Pre-Funded Amount: The amount deposited from the proceeds of the sale of the Securities into the Pre-Funding Account on the Closing Date, which amount is \$278,798,572.54.

Outstanding: With respect to the Notes, as of the date of determination, all Notes theretofore executed, authenticated and delivered under this Indenture except:

(i) Notes theretofore cancelled by the Note Registrar or delivered to the Indenture Trustee for cancellation; and

(ii) Notes in exchange for or in lieu of which other Notes have been executed, authenticated and delivered pursuant to the Indenture unless proof satisfactory to the Indenture Trustee is presented that any such Notes are held by a holder in due course.

provided, however, that for purposes of effectuating the Enhancer's right of subrogation as set forth in Section 4.12 of the Indenture only, all Notes that have been paid with funds provided under the Policy shall be deemed to be Outstanding until the Enhancer has been reimbursed with respect thereto.

Overcollateralization Amount: With respect to any Payment Date, the amount (but not less than zero), if any, by which (a) the Pool Balance after applying payments received in the related Collection Period, exceeds (b) the aggregate Note Balance of the Notes on such Payment Date after application of the Principal Distribution Amount and Liquidation Loss Distribution Amounts for such date. The Overcollateralization Amount is subject to reduction on any Payment Date as described in Section 3.05(c) of the Indenture.

Overcollateralization Floor: An amount equal to 0.50% of the Initial Pool Balance.

Overcollateralization Increase Amount: With respect to any Payment Date, an amount equal to the lesser of (i) the amount remaining in the Note Payment Account following distributions pursuant to Section 3.05(a)(vi) of the Indenture and (ii) the amount necessary to increase the Overcollateralization Amount to the Required Overcollateralization Amount.

Overcollateralization Release Amount: With respect to any date of determination, the excess, if any, of the Overcollateralization Amount over the Required Overcollateralization Amount.

Owner Trust: GMACM Home Equity Loan Trust 2005-HE2, created by the Certificate of Trust pursuant to the Trust Agreement.

Owner Trustee: Wilmington Trust Company, not in its individual capacity but solely as owner trustee, and its successors and assigns or any successor Owner Trustee appointed pursuant to the terms of the Trust Agreement.

Paying Agent: Any paying agent or co-paying agent appointed pursuant to Section 3.03 of the Indenture, which initially shall be the Indenture Trustee.

Payment Date: The 25th day of each month, or if such day is not a Business Day, then the next Business Day.

Percentage Interest: With respect to any Note and Payment Date, the percentage obtained by dividing the Note Balance or Notional Amount, as applicable, of such Note by the aggregate Note Balance or Notional Amount, as applicable, of all Notes of that Class prior to such Payment Date. With respect to any Certificate and any Payment Date, the Percentage Interest stated on the face of such Certificate.

Permitted Investments: One or more of the following:

(i) obligations of or guaranteed as to principal and interest by the United States or any agency or instrumentality thereof when such obligations are backed by the full faith and credit of the United States;

(ii) repurchase agreements on obligations specified in clause (i) above maturing not more than one month from the date of acquisition thereof; provided, that the unsecured short-term debt obligations of the party agreeing to repurchase such obligations are at the time rated by each Rating Agency in its highest short-term rating category available;

(iii) federal funds, certificates of deposit, demand deposits, time deposits and bankers' acceptances (which shall each have an original maturity of not more than 90 days and, in the case of bankers' acceptances, shall in no event have an original maturity of more than 365 days or a remaining maturity of more than 30 days) denominated in United States dollars of any U.S. depository institution or trust company incorporated under the laws of the United States or any state thereof or of any domestic branch of a foreign depository institution or trust company; provided, that the short-term debt obligations of such depository institution or trust company (or, if the only Rating Agency is Standard & Poor's, in the case of the principal depository institution in a depository institution holding company, debt obligations of the depository institution holding company) at the date of acquisition thereof have been rated by each Rating Agency in its highest short-term rating category available; and provided further, that if the only Rating Agency is Standard & Poor's and if the depository or trust company is a principal subsidiary of a bank holding company and the debt obligations of such subsidiary are not separately rated, the applicable rating shall be that of the bank holding company; and provided further, that if the only Rating Agency is Standard & Poor's and the original maturity of such short-term debt obligations of a domestic branch of a foreign depository institution or trust company shall exceed 30 days, the short-term rating of such institution shall be A-1+;

(iv) commercial paper (having original maturities of not more than 365 days) of any corporation incorporated under the laws of the United States or any state thereof which on the date of acquisition has been rated by each Rating Agency in its highest short-term rating category available; provided, that such commercial paper shall have a remaining maturity of not more than 30 days;

(v) a money market fund or a qualified investment fund (including without limitation, any such fund for which the Indenture Trustee or an Affiliate of the Indenture Trustee acts as an advisor or a manager) rated by each Rating Agency in one of its two highest long-term rating categories available; and

(vi) other obligations or securities that are acceptable to each Rating Agency and the Enhancer as a Permitted Investment hereunder and will not cause a Rating Event ;

provided, however, that no instrument shall be a Permitted Investment if it represents, either (1) the right to receive only interest payments with respect to the underlying debt instrument or (2) the right to receive both principal and interest payments derived from obligations underlying such instrument and the principal and interest payments with respect to such instrument provide a yield to maturity greater than 120% of the yield to maturity at par of such underlying obligations. References herein to the highest long-term rating category available shall mean AAA in the case of Standard & Poor's and Aaa in the case of Moody's, and references herein to the highest short-term rating category available shall mean A-1+ in the case of Standard & Poor's and P-1 in the case of Moody's.

Permitted Transferee: Any Transferee of a Class R Certificate, other than a Disqualified Organization or Non-United States Person.

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

Plan: Any employee benefit plan or certain other retirement plans and arrangements, including individual retirement accounts and annuities, Keogh plans and bank collective investment funds and insurance company general or separate accounts in which such plans, accounts or arrangements are invested, that are subject to ERISA or Section 4975 of the Code, as described in Section 3.05 of the Trust Agreement.

Plan Assets: The meaning specified in Section 2510.3-101 of the Department of Labor Regulations and as described in Section 3.05 of the Trust Agreement.

Policy: The Surety Bond dated as of the Closing Date, Policy No. 05030041, issued by the Enhancer.

Pool Balance: With respect to any date, the aggregate Principal Balance of all Mortgage Loans as of such date and (during the Pre-Funding Period) the Pre-Funded Amount.

Pre-Funded Amount: With respect to any date of determination during the Pre-Funding Period, the amount on deposit in the Pre-Funding Account.

Pre-Funding Account: The account established and maintained pursuant to Section 3.17 of the Servicing Agreement.

Pre-Funding Period: The period commencing on the Closing Date until the earliest of (i) the date on which the amount on deposit in the Pre-Funding Account is less than \$100,000, (ii) September 26, 2005 or (iii) the occurrence of a Servicing Default.

Predecessor Note: With respect to any Note, every previous Note evidencing all or a portion of the same debt as that evidenced by such Note; and, for the purpose of this definition, any Note authenticated and delivered under Section 4.03 of the Indenture in lieu of a mutilated, lost, destroyed or stolen Note shall be deemed to evidence the same debt as such mutilated, lost, destroyed or stolen Note.

Premium: The amount of premium calculated at the Premium Percentage due to the Enhancer in accordance with the terms of the Insurance Agreement.

Premium Percentage: As set forth in the Insurance Agreement.

Principal Balance: With respect to any Mortgage Loan, other than a Liquidated Mortgage Loan, and as of any day, the related Cut-Off Date Principal Balance, minus all collections credited as principal in respect of any such Mortgage Loan in accordance with the related Mortgage Note and applied in reduction of the Principal Balance thereof. For purposes of this

definition, a Liquidated Mortgage Loan shall be deemed to have a Principal Balance equal to the Principal Balance of the related Mortgage Loan immediately prior to the final recovery of substantially all related Liquidation Proceeds and a Principal Balance of zero thereafter.

Principal Collection Distribution Amount: For any Payment Date, the total Principal Collections for such Payment Date *less* any Overcollateralization Release Amount for such Payment Date; provided that the Principal Collection Distribution Amount for any Payment Date shall not be less than \$0.

Principal Collections: With respect to any Payment Date, an amount equal to the sum of (i) the principal portion of all scheduled Monthly Payments on the Mortgage Loans received during the related Collection Period, as reported by the Servicer or the related Subservicer; (ii) the principal portion of all proceeds of the repurchase of any Mortgage Loans (or, in the case of a substitution, any Substitution Adjustment Amounts) during the related Collection Period; (iii) the principal portion of all other unscheduled collections received on the Mortgage Loans during the related Collection Period (or deemed to be received during the related Collection Period), including, without limitation, full and partial Principal Prepayments made by the respective Mortgagors, Insurance Proceeds, Net Liquidation Proceeds and Subsequent Net Recovery Amounts, to the extent not previously distributed; and (iv) on the Payment Date immediately following the end of the Pre-Funding Period, any amount transferred from the Pre-Funding Account to the Note Payment Account in accordance with Section 3.17 of the Servicing Agreement.

Principal Prepayment: Any payment of principal made by the Mortgagor on a Mortgage Loan which is received in advance of its scheduled Due Date and which is not accompanied by an amount of interest representing scheduled interest due on any date or dates in any month or months subsequent to the month of prepayment.

Proceeding: Any suit in equity, action at law or other judicial or administrative proceeding.

Program Guide: The GMACM Home Equity Servicing Guidelines, as in effect from time to time.

Purchase Agreement: The mortgage loan purchase agreement dated as of the Closing Date, among the Sellers, the Purchaser, the Issuer and the Indenture Trustee.

Purchase Price: The amounts specified in Section 2.3(a) of the Purchase Agreement.

Purchaser: Residential Asset Mortgage Products, Inc., as purchaser under the Purchase Agreement.

Rating Agency: Each of Moody's, Standard & Poor's and DBRS, or, if any such organization or a successor thereto is no longer in existence, such nationally recognized statistical rating organization, or other comparable Person, designated by the Depositor, notice of which designation shall be given to the Indenture Trustee. References herein to the highest short term rating category of a Rating Agency shall mean "A-1+" in the case of Standard & Poor's,

“R-1” in the case of DBRS and “P-1” in the case of Moody’s; and in the case of any other Rating Agency, shall mean such equivalent ratings. References herein to the highest long-term rating category of a Rating Agency shall mean “AAA” in the case of Standard & Poor’s and DBRS and “Aaa” in the case of Moody’s; and in the case of any other Rating Agency, shall mean such equivalent rating.

Rating Event: The qualification, reduction or withdrawal by a Rating Agency of its then-current rating of the Notes.

Record Date: With respect to any Payment Date and the Class A-1 and Class A-2 Notes, the close of business on the last Business Day preceding such Payment Date. With respect to any Payment Date, other than the first Payment Date, and each Class of Notes, other than the Class A-1 and Class A-2 Notes, the last day of the calendar month preceding such Payment Date, and in the case of the first Payment Date, the Closing Date.

Recovery Fee: A customary fee charged for the collection of Liquidation Proceeds on any Mortgage Loan after the date that such Mortgage Loan became a Liquidated Mortgage Loan.

Reference Bank Rate: With respect to any Interest Period, the arithmetic mean (rounded upwards, if necessary, to the nearest one sixteenth of one percent) of the offered rates for United States dollar deposits for one month which are offered by the Reference Banks as of 11:00 a.m., London, England time, on the second LIBOR Business Day prior to the first day of such Interest Period to prime banks in the London interbank market in amounts approximately equal to the sum of the outstanding Note Balance of the Class A-1 and Class A-2 Notes; provided, that at least two Reference Banks provide such rate. If fewer than two such rates are provided, the Reference Bank Rate will be the arithmetic mean of the rates quoted by one or more major banks in New York City, selected by the Indenture Trustee after consultation with the Servicer and the Enhancer, as of 11:00 a.m., New York time, on such date for loans in U.S. Dollars to leading European banks for a period of one month in amounts approximately equal to the aggregate Note Balance of the Class A-1 and Class A-2 Notes.

Reference Banks: Barclays Bank plc, National Westminster Bank and Deutsche Bank, A.G.

Regular Interest: Any of the REMIC I Regular Interests, REMIC II Regular Interests or REMIC III Regular Interests.

Related Class: A Class of REMIC III Regular Interests and a class of Notes are related if, and only if, they bear the same Letter/number combination designating their Class, e.g. the REMIC III Regular Interest A-3 is related to the Class A-3 Notes.

Related Documents: With respect to each Mortgage Loan, the documents contained in the related Mortgage File.

Relief Act Shortfalls: With respect to any Payment Date, for any Mortgage Loan as to which there has been a reduction in the amount of interest collectible thereon for the related Collection Period as a result of the application of the Servicemembers Civil Relief Act or any

similar legislation or regulations, the shortfall, if any, equal to (i) one month's interest on the Principal Balance of such Mortgage Loan at the applicable Loan Rate, over (ii) the interest collectible on such Mortgage Loan during such Collection Period.

REMIC: A "real estate mortgage investment conduit" within the meaning of Section 860D of the Code.

REMIC Administrator: Wells Fargo Bank, N.A.; provided that if the REMIC Administrator is found by a court of competent jurisdiction to no longer be able to fulfill its obligations as REMIC Administrator under this Agreement the Servicer or Indenture Trustee acting as Servicer shall appoint a successor REMIC Administrator, subject to assumption of the REMIC Administrator obligations under this Agreement.

REMIC I: The segregated pool of assets in the Trust Estate with respect to which a REMIC election is to be made.

REMIC I Certificates: The Class R-I Certificates and the REMIC I Regular Interests.

REMIC I Liquidation Loss Amounts: For any Payment Date, Liquidation Loss Amounts on the Mortgage Loans for the related Collection Period shall be allocated as follows: Liquidation Loss Amounts shall be allocated to the Class I-LTA and LTB REMIC I Regular Interests in reduction of the principal balances thereof to the extent required to reduce the aggregate principal balance of the Class I-LTA and LTB REMIC I Regular Interests to the aggregate principal balance of the Mortgage Loans with any remaining Liquidation Loss Amounts treated as reducing accrued interest on the Class I-LTA and LTB REMIC I Regular Interests. Liquidation Loss Amounts treated as reducing the principal balance of the Class I-LTA and LTB REMIC I Regular Interests shall be allocated, first, to the Class I-LTA REMIC I Regular Interests until the Principal Balance of such Regular Interest shall have been reduced to zero, and, thereafter, to the Class I-LTB REMIC I Regular Interests successively in ascending numerical order.

REMIC I Regular Interests: The Class I-LTA REMIC I Regular Interest and Class I-LTB REMIC I Regular Interest having the properties set forth in the following table and elsewhere herein:

Designation Date	REMIC I Remittance Rate	Initial Balance	Latest Possible Maturity
I-LTA	Variable (1)(2)	\$971,484,292.00	November 25, 2035
I-LTB1	Variable(1)	\$28,745,000.00	November 25, 2035
I-LTB2	Variable(1)	\$17,245,000.00	November 25, 2035
I-LTB3	Variable(1)	\$17,245,000.00	November 25, 2035
I-LTB4	Variable(1)	\$80,475,000.00	November 25, 2035

(1) Calculated in accordance with the definition of “REMIC I Remittance Rate” herein.

(2) The Class LTA REMIC I Regular Interest will also be entitled to receive amounts in the nature of prepayment charges received with respect to the Mortgage Loans, provided that this payment shall not be deemed to reduce the principal balance of the Class I-LT1 REMIC I Regular Interest.

REMIC I Regular Interest LTB: The Class I-LTB1 REMIC I Regular Interest, the Class I-LTB2 REMIC I Regular Interest, the Class I-LTB3 REMIC I Regular Interest and the Class I-LTB4 REMIC I Regular Interest.

REMIC I Remittance Rate: With respect to any Payment Date and any REMIC I Regular Interest, a per annum rate equal to the weighted average of the Net Loan Rates of the Loans applicable for the Interest Period for such Payment Date.

REMIC II: The segregated pool of assets subject hereto, constituting a portion of the primary trust created hereby and to be administered hereunder, with respect to which a separate REMIC election is to be made, consisting of the REMIC I Regular Interests.

REMIC II Liquidation Loss Amounts: For any Payment Date, Liquidation Loss Amounts on the Loans for the related Collection Period shall be allocated as follows: Liquidation Loss Amounts shall be allocated pro rata to the REMIC II Regular Interests LTA-IO to the extent, if any, that Liquidation Loss Amounts for such Payment Date are allocated to the Class A-I-IO Notes. Any remaining Liquidation Loss Amounts shall be allocated (i) to the REMIC II Regular Interest LT2, REMIC II Regular Interest LT3 and REMIC II Regular Interest LT4 pro rata according to their respective Principal Reduction Amounts, provided that such allocation to each of the REMIC II Regular Interest LT2, REMIC II Regular Interest LT3 and REMIC II Regular Interest LT4 shall not exceed their respective Principal Reduction Amounts for such Payment Date, and (ii) any Liquidation Loss Amounts not allocated to any of the REMIC II Regular Interest LT2, REMIC II Regular Interest LT3 or REMIC II Regular Interest

LT4 pursuant to the proviso of clause (i) shall be allocated to the REMIC II Regular Interest LT1, until the principal balance of such REMIC II Regular Interest LT1 shall have been reduced to zero. If any Liquidation Loss Amounts for such Payment Date remain, such amounts shall be allocated among the REMIC II Regular Interest LT2, REMIC II Regular Interest LT3 and REMIC II Regular Interest LT4 pro rata according to their respective principal balances after reduction by the Liquidation Loss Amounts allocated to such REMIC II Regular Interests pursuant to the preceding sentence.

REMIC II Regular Interests: REMIC II Regular Interests LTA-IO, LT1, LT2, LT3 and LT4 having the properties set forth in the following table and elsewhere herein:

Designation	REMIC II Remittance Rate	Initial Uncertified Principal Balance	Latest Possible Maturity Date (4)
LT1	Variable (1)	\$1,115,013,760.64	November 25, 2035
LT2	Variable (1)	\$42,507.50	November 25, 2035
LT3	Variable (1)	\$69,011.93	November 25, 2035
LT4	Variable (1)	\$69,011.93	November 25, 2035
LTA-IO1	Variable(2)(3)	\$ 0.00	December 26, 2005
LTA-IO2	Variable(2)(3)	\$ 0.00	July 26, 2006
LTA-IO3	Variable(2)(3)	\$ 0.00	December 26, 2006
LTA-IO4	Variable(2)(3)	\$ 0.00	March 25, 2007

- (1) Calculated as provided in the definition of REMIC II Remittance Rate.
- (2) Until the “latest possible maturity date” set forth in the last column of this table, a per annum rate equal to 6.00% or the REMIC I Remittance Rate, if less, and 0.00% thereafter.
- (3) REMIC II Regular Interests LTA-IO will not have an Uncertificated Principal Balance, but will accrue interest on its Uncertificated Notional Amount outstanding from time to time which shall equal the Uncertificated Principal Balance of REMIC I Regular Interest LTB with the same numerical designation (the “Related REMIC I Regular Interest LTB”) for Distribution Dates on or before the Latest Possible Maturity Date for such REMIC II Regular Interest LTA-IO, and thereafter shall be \$0.00.
- (4) The “latest possible maturity date” (determined solely for purposes of satisfying Treasury regulation Section 1.860G-1(a)(4)(iii)) for each REMIC II Regular Interest shall be the Maturity Date.

REMIC II Regular Interest LT1: A regular interest in REMIC II, held as an asset of REMIC III, that has an initial principal balance as set forth in the table in the definition of “REMIC II Regular Interests,” as reduced from time to time, that bears interest at the related REMIC II Remittance Rate as set forth in the table in the definition of “REMIC II Regular Interests.”

REMIC II Regular Interest LT2: A regular interest in REMIC II, held as an asset of REMIC III, that has an initial principal balance as set forth in the table in the definition of “REMIC II Regular Interests,” as reduced from time to time, that bears interest at the related REMIC II Remittance Rate as set forth in the table in the definition of “REMIC II Regular Interests.”

REMIC II Regular Interest LT3: A regular interest in REMIC II, held as an asset of REMIC III, that has an initial principal balance as set forth in the table in the definition of “REMIC II Regular Interests,” as reduced from time to time, that bears interest at the related REMIC II Remittance Rate as set forth in the table in the definition of “REMIC II Regular Interests.”

REMIC II Regular Interest LT4: A regular interest in REMIC II, held as an asset of REMIC III, that has an initial principal balance as set forth in the table in the definition of “REMIC II Regular Interests,” as reduced from time to time, that bears interest at the related REMIC II Remittance Rate as set forth in the table in the definition of “REMIC II Regular Interests.”

REMIC II Regular Interest LTA-IO1: A regular interest in REMIC II, held as an asset of REMIC III, that has a notional amount equal to the related Uncertificated Notional Amount, that bears interest at the related REMIC II Remittance Rate, and that has such other terms as are described herein. REMIC II Regular Interest LTA-IO1 shall be treated as related to Class I-LTB1 REMIC I Regular Interest.

REMIC II Regular Interest LTA-IO2: A regular interest in REMIC II, held as an asset of REMIC III, that has a notional amount equal to the related Uncertificated Notional Amount, that bears interest at the related REMIC II Remittance Rate, and that has such other terms as are described herein. REMIC II Regular Interest LTA-IO2 shall be treated as related to Class I-LTB2 REMIC I Regular Interest.

REMIC II Regular Interest LTA-IO3: A regular interest in REMIC II, held as an asset of REMIC III, that has a notional amount equal to the related Uncertificated Notional Amount, that bears interest at the related REMIC II Remittance Rate, and that has such other terms as are described herein. REMIC II Regular Interest LTA-IO3 shall be treated as related to Class I-LTB3 REMIC I Regular Interest.

REMIC II Regular Interest LTA-IO4: A regular interest in REMIC II, held as an asset of REMIC III, that has a notional amount equal to the related Uncertificated Notional Amount, that bears interest at the related REMIC II Remittance Rate, and that has such other terms as are described herein. REMIC II Regular Interest LTA-IO4 shall be treated as related to Class I-LTB4 REMIC I Regular Interest.

REMIC II Remittance Rate: With respect to the Class LT1 and LT2 REMIC II Regular Interests, the Net WAC Cap. With respect to Class LT3 REMIC II Regular Interest, zero (0.00%) per annum. With respect to the Class LT4 REMIC II Regular Interest, twice the Net WAC Cap. With respect to each REMIC II Regular Interest LTA-IO, the rate defined in footnote (2) of the definition of REMIC II Regular Interest.

REMIC III: The segregated pool of assets subject hereto, constituting a portion of the primary trust created hereby and to be administered hereunder, with respect to which a separate REMIC election is to be made, consisting of the REMIC II Regular Interests.

REMIC III Liquidation Loss Amounts: On any Payment Date, Liquidation Loss Amounts for the related Collection Period shall be allocated first to the REMIC III Regular Interest SB-IO in reduction of the accrued and unpaid interest thereon until such accrued and unpaid interest shall have been reduced to zero, second to the REMIC III Regular Interest SB-PO in reduction of the Class Principal Balance thereof until such Class Principal Balance shall have been reduced to zero, third to the Class M notes in reverse numerical order in reduction of the principal balance thereof and of accrued but unpaid interest thereon until such amounts shall have been reduced to zero and fourth to the Notes to the same extent, if any, that (i) amounts interest accrued on such Notes since the prior Payment Date remain unpaid after distributions on such Payment Date and (ii) the aggregate of the Class Principal Balances of the Notes following distributions on such Payment Date exceed the aggregate principal balance of the Loans by more than such excess, if any, after distributions on the immediately prior Payment Date.

REMIC III Regular Interest SB-IO: A regular interest in REMIC III with no entitlement to principal and entitled to (i) interest at the REMIC III Regular Interest SB-IO Certificate Rate on the Class SB-IO Notional Amount and (ii) payments of prepayment charges.

REMIC III Regular Interest SB-PO: A regular interest in REMIC III with no entitlement to interest and entitled to principal in an amount equal to the initial principal balance of the Class SB-I Certificates and any amounts in the nature of prepayment charges received in connection with Loans, provided that any payment of prepayment charges shall not be deemed to reduce the principal balance of the REMIC III Regular Interest SB-PO.

REMIC III Regular Interest A-IO: A regular interest in REMIC III with no entitlement to principal and entitled to interest accruing on the Class LTA-IO1, Class LTA-IO2, Class LTA-IO3 and Class LTA-IO4 REMIC II Regular Interests. The foregoing is equal to interest accruing on the Class A-IO Notional Balance at a rate equal to the lesser of 6.00% per annum and the Weighted Average Net Loan Rate.

REMIC III Regular Interests: Each Class of the Notes (other than the Class A-IO Notes), the REMIC III Regular Interest A-IO and the REMIC III Regular Interests SB-IO and SB-PO.

REMIC III Remittance Rate: With respect to each Class of Notes (other than the Class A-IO Notes), the Note Rate for such Class. With respect to the REMIC III Regular Interest A-IO, the lesser of 6.00% and the Weighted Average Net Loan Rate. With respect to the REMIC III Regular Interest SB-PO, 0% per annum. With respect to the REMIC III Regular Interest SB-IO the Certificate Rate therefor.

REMIC Provisions: Provisions of the federal income tax law relating to real estate mortgage investment conduits, which appear at Sections 860A through 860G of Subchapter M of Chapter 1 of the Code, and related provisions, and temporary and final regulations (or, to the extent not inconsistent with such temporary or final regulations, proposed regulations) and

published rulings, notices and announcements promulgated thereunder, as the foregoing may be in effect from time to time.

Remittance Rate: The REMIC I Remittance Rate, REMIC II Remittance Rate or REMIC III Remittance Rate, as applicable.

REO Property: A Mortgaged Property acquired by the Servicer through foreclosure or deed in lieu of foreclosure in connection with a defaulted Mortgage Loan.

Repurchase Event: With respect to any Mortgage Loan, either (i) a discovery that, as of the Closing Date with respect to an Initial Mortgage Loan or the related Subsequent Transfer Date with respect to any Subsequent Mortgage Loan, the related Mortgage was not a valid lien on the related Mortgaged Property subject only to (A) the lien of any prior mortgage indicated on the Mortgage Loan Schedule, (B) the lien of real property taxes and assessments not yet due and payable, (C) covenants, conditions, and restrictions, rights of way, easements and other matters of public record as of the date of recording of such Mortgage and such other permissible title exceptions as are customarily accepted for similar loans and (D) other matters to which like properties are commonly subject that do not materially adversely affect the value, use, enjoyment or marketability of the related Mortgaged Property or (ii) with respect to any Mortgage Loan as to which either Seller delivers an affidavit certifying that the original Mortgage Note has been lost or destroyed, a subsequent default on such Mortgage Loan if the enforcement thereof or of the related Mortgage is materially and adversely affected by the absence of such original Mortgage Note.

Repurchase Price: With respect to any Mortgage Loan required to be repurchased on any date pursuant to the Purchase Agreement or purchased by the Servicer pursuant to the Servicing Agreement, an amount equal to the sum of (i) 100% of the Principal Balance thereof (without reduction for any amounts charged off), (ii) unpaid accrued interest at the Loan Rate (or with respect to the last day of the month in the month of repurchase, the Loan Rate will be the Loan Rate in effect as of the second to last day in such month) on the outstanding Principal Balance thereof from the Due Date to which interest was last paid by the related Mortgagor to the first day of the month following the month of purchase and (iii) in connection with any Mortgage Loan required to be repurchased pursuant to Sections 2.1 or 3.1 of the Purchase Agreement, any costs and damages incurred by the Trust Fund with respect to such Mortgage Loan in connection with a breach of Section 3.1(b)(x) of the Purchase Agreement.

Required Insurance Policy: With respect to any Mortgage Loan, any insurance policy which is required to be maintained from time to time under this Agreement or the related Subservicing Agreement in respect of such Mortgage Loan.

Required Overcollateralization Amount: As to any Payment Date prior to the Stepdown Date, an amount equal to not less than 2.00% of the Initial Pool Balance. As to any Payment Date on or after the Stepdown Date, the Required Overcollateralization Amount will be equal to the greater of (I) the sum of an amount equal to (i) 2.00% of the aggregate Principal Balance of the Mortgage Loans that are less than 30 days contractually delinquent as of the last day of the related Collection Period, (ii) 14.00% of the aggregate Principal Balance of the Mortgage Loans that are 30 to 59 days contractually delinquent as of the last day of the related Collection Period,

(iii) 30.00% of the aggregate Principal Balance of the Mortgage Loans that are 60 to 89 days contractually delinquent as of the last day of the related Collection Period, (iv) 80.00% of the aggregate Principal Balance of the Mortgage Loans that are greater than 90 days contractually delinquent as of the last day of the related Collection Period, (v) 50.00% of the aggregate Principal Balance of the Mortgage Loans that are in bankruptcy as of such Payment Date, and (vi) 100.00% of the aggregate Principal Balance of the Mortgage Loans that are in foreclosure or that relate to REO Properties; and (II) 0.50% of the Initial Pool Balance. Notwithstanding the foregoing, the Required Overcollateralization Amount shall not exceed 2.00% of the Initial Pool Balance. In addition, the Required Overcollateralization Amount may be reduced with the prior written consent of the Enhancer.

Responsible Officer: With respect to the Indenture Trustee, any officer of the Indenture Trustee with direct responsibility for the administration of the Trust Agreement and also, with respect to a particular matter, any other officer to whom such matter is referred because of such officer's knowledge of and familiarity with the particular subject.

Rolling Six-Month Annualized Liquidation Loss Amounts: With respect to any Determination Date occurring after the fifth Determination Date, the product (expressed as a percentage) of (i) the aggregate Liquidation Loss Amounts as of the end of each of the six Collection Periods (reduced by the aggregate Recovery Amounts for such Collection Periods) immediately preceding such Determination Date divided by the Initial Pool Balance and (ii) two (2).

SB-IO Marker Rate: Two times the weighted average of the REMIC II Remittance Rates for the Class LT2 REMIC II Regular Interest and the Class LT3 REMIC II Regular Interest weighted by their respective Class Principal Balances.

Secretary of State: The Secretary of State of the State of Delaware.

Securities Act: The Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

Securities Balance: The Note Balance or Certificate Balance, as the context may require.

Security: Any Certificate or a Note, as the context may require.

Securityholder: Any Noteholder or Certificateholder.

Seller: Each of GMACM and WG Trust.

Servicer: GMAC Mortgage Corporation, a Pennsylvania corporation, and its successors and assigns.

Servicer Advances: Any advances the Servicer may make with respect to the Mortgage Loans, whether or not required, in respect of principal, interest, taxes, insurance or otherwise.

Servicing Agreement: The servicing agreement dated as of the Closing Date, among the Servicer, the Issuer and the Indenture Trustee.

Servicing Certificate: A certificate completed and executed by a Servicing Officer on behalf of the Servicer in accordance with Section 4.01 of the Servicing Agreement.

Servicing Default: Any one of the following events:

(i) any failure by the Servicer to deposit in the Custodial Account, the Note Payment Account or the Distribution Account any deposit required to be made under the terms of the Servicing Agreement that continues unremedied for a period of five Business Days after the date upon which written notice of such failure shall have been given to the Servicer by the Issuer or the Indenture Trustee or to the Servicer, the Issuer and the Indenture Trustee by the Enhancer;

(ii) any failure on the part of the Servicer duly to observe or perform in any material respect any other covenants or agreements of the Servicer set forth in the Securities or in the Servicing Agreement, which failure, in each case, materially and adversely affects the interests of the Securityholders or the Enhancer, and which failure continues unremedied for a period of 45 days after the date on which written notice of such failure, requiring the same to be remedied, and stating that such notice is a “Notice of Default” under the Servicing Agreement, shall have been given to the Servicer by the Issuer or the Indenture Trustee or to the Servicer, the Issuer and the Indenture Trustee by the Enhancer;

(iii) the entry against the Servicer of a decree or order by a court or agency or supervisory authority having jurisdiction under Title 11 of the United States Code or any other applicable federal or state bankruptcy, insolvency or other similar law, or if a receiver, assignee or trustee in bankruptcy or reorganization, liquidator, sequestrator or similar official shall have been appointed for or taken possession of the Servicer or its property, and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days;

(iv) the Servicer shall voluntarily submit to Proceedings under Title 11 of the United States Code or any other applicable federal or state bankruptcy, insolvency or other similar law relating to the Servicer or of or relating to all or substantially all of its property; or the Servicer shall admit in writing its inability to pay its debts generally as they become due, file a petition to take advantage of any applicable insolvency or reorganization statute, make an assignment for the benefit of its creditors or voluntarily suspend payment of its obligations;

(v) the Servicer’s Tangible Net Worth at any time is less than \$100,000,000 and GMAC fails to own, directly or indirectly, at least 51% of the common stock of the Servicer; or

(vi) the Rolling Six-Month Annualized Liquidation Loss Amount with respect to the Mortgage Loans exceeds 1.5%.

Servicing Fee: With respect to any Mortgage Loan and any Collection Period, the product of (i) the Servicing Fee Rate divided by 12 and (ii) the aggregate Principal Balance of all Mortgage Loans as of the first day of such Collection Period.

Servicing Fee Rate: 0.50% per annum.

Servicing Officer: Any officer of the Servicer involved in, or responsible for, the administration and servicing of the Mortgage Loans whose name and specimen signature appear on a list of servicing officers furnished to the Indenture Trustee (with a copy to the Enhancer) by the Servicer, as such list may be amended from time to time.

Standard & Poor's: Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. or its successor in interest.

Stated Value: With respect to any Mortgage Loan, the stated value of the related Mortgaged Property determined in accordance with the Program Guide and given by the related Mortgagor in his or her application.

Statutory Trust Statute: Chapter 38 of Title 12 of the Delaware Code, 12 Del. Code §§3801 et seq., as the same may be amended from time to time.

Stepdown Date: The later of (i) the Payment Date in January 2008 and (ii) the first Payment Date on which the Pool Balance (after applying payments received in the related Collection Period) as of such Payment Date is less than 50% of the Pool Balance as of the Cut-Off Date.

Subsequent Cut-Off Date: With respect to any Subsequent Mortgage Loan, the date specified in the related Subsequent Transfer Agreement.

Subsequent Cut-Off Date Principal Balance: With respect to any Subsequent Mortgage Loan, the Principal Balance thereof as of the close of business on the last day of the Collection Period immediately prior to the related Subsequent Cut-Off Date.

Subsequent Mortgage Loan: A mortgage loan sold by a Seller to the Issuer pursuant to Section 2.2 of the Purchase Agreement, which are listed on the Mortgage Loan Schedule attached to the related Subsequent Transfer Agreement.

Subsequent Net Recovery Amounts: Amounts collected on a Mortgage Loan after the Mortgage Loan becomes a Liquidated Mortgage Loan, net of any Servicing Fee, Recovery Fee and any reimbursement for advances and expenses of the Servicer.

Subsequent Transfer Agreement: Each Subsequent Transfer Agreement dated as of a Subsequent Transfer Date executed by the respective Seller and the Issuer substantially in the form of Exhibit 2 to the Purchase Agreement, by which the related Subsequent Mortgage Loans are sold to the Issuer.

Subsequent Transfer Date: With respect to each Subsequent Transfer Agreement, the date on which the related Subsequent Mortgage Loans are sold to the Issuer.

Subservicer: Each Person that enters into a Subservicing Agreement as a subservicer of Mortgage Loans.

Subservicing Agreement: The written contract between the Servicer and any Subservicer relating to servicing and administration of certain Mortgage Loans as provided in Section 3.01 of the Servicing Agreement.

Substitution Adjustment Amount: With respect to any Eligible Substitute Loan and any Deleted Loan, the amount, if any, as determined by the Servicer, by which the aggregate principal balance of all such Eligible Substitute Loans as of the date of substitution is less than the aggregate Principal Balance of all such Deleted Loans (after application of the principal portion of the Monthly Payments due in the month of substitution that are to be distributed to the Securityholders in the month of substitution).

Tangible Net Worth: Net Worth, less the sum of the following (without duplication): (a) any other assets of GMACM and its consolidated subsidiaries that would be treated as intangibles under GAAP including, without limitation, any write-up of assets (other than adjustments to market value to the extent required under GAAP with respect to excess servicing, residual interests in offerings of asset-backed securities and asset-backed securities that are interest-only securities), good-will, research and development costs, trade-marks, trade names, copyrights, patents and unamortized debt discount and expenses and (b) loans or other extensions of credit to officers of GMACM or its consolidated subsidiaries other than mortgage loans made to such Persons in the ordinary course of business.

Tax Matters Partner: GMACM, as the Servicer, for so long as the Servicer holds all or any portion of the Class R Certificates; if any other Person holds 100% of the Class R Certificates, such Person; and otherwise as provided in the Code.

Tax Returns: The federal income tax return on Internal Revenue Service Form 1066, U.S. Real Estate Mortgage Investment Conduit Income Tax Return, including Schedule Q thereto, Quarterly Notice to Residual Interest Holders of REMIC Taxable Income or Net Loss Allocation, or any successor forms, to be filed on behalf of each REMIC due to their classification as a REMIC under the REMIC Provisions, together with any and all other information, reports or returns that may be required to be furnished to the Certificateholders or filed with the Internal Revenue Service or any other governmental taxing authority under any applicable provisions of federal, state or local tax laws.

Telerate Screen Page 3750: The display page so designated on the Bridge Telerate Capital Markets Report (or such other page as may replace page 3750 on such service for the purpose of displaying London interbank offered rates of major banks, or, if such service is no longer offered, such other service for displaying London interbank offered rates or comparable rates as may be selected by the Indenture Trustee after consultation with the Servicer).

Transfer: Any direct or indirect transfer, sale, pledge, hypothecation or other form of assignment of any Ownership Interest in a Certificate.

Transfer Date: The Payment Date on which the Servicer, upon receipt of written notice and direction from the Issuer, shall cause the retransfer of Mortgage Loans from the Trust Estate to the Issuer, pursuant to Section 3.15(c) of the Servicing Agreement.

Transfer Notice Date: The fifth Business Day prior to the Transfer Date for which the Servicer shall give the Indenture Trustee, the Rating Agencies and the Enhancer a notice of the proposed retransfer of Mortgage Loans, pursuant to Section 3.15(c) of the Servicing Agreement.

Transferee: Any Person who is acquiring by Transfer any Ownership Interest in a Certificate.

Transferor: Any Person who is disposing by Transfer of any Ownership Interest in a Certificate.

Treasury Regulations: Regulations, including proposed or temporary Regulations, promulgated under the Code. References herein to specific provisions of proposed or temporary regulations shall include analogous provisions of final Treasury Regulations or other successor Treasury Regulations.

Trust Agreement: The trust agreement dated as of the Closing Date, between the Owner Trustee and the Depositor.

Trust Estate: The meaning specified in the Granting Clause of the Indenture.

Trust Indenture Act or TIA: The Trust Indenture Act of 1939, as amended from time to time, as in effect on any relevant date.

UCC: The Uniform Commercial Code, as amended from time to time, as in effect in any specified jurisdiction.

Uncertificated Accrued Interest: With respect to any REMIC I Regular Interest for any Payment Date, one month's interest at the related REMIC I Remittance Rate for such Payment Date, accrued on the Uncertificated Principal Balance immediately prior to such Payment Date. Uncertificated Accrued Interest for the REMIC I and REMIC II Regular Interests shall accrue on the basis of a 360-day year consisting of twelve 30-day months. For purposes of calculating the amount of Uncertificated Accrued Interest for the REMIC I Regular Interests for any Payment Date, any Prepayment Interest Shortfalls or Relief Act Shortfalls for such Payment Date shall be allocated among the LTA and LTB REMIC I Regular Interests pro rata based on, and to the extent of, the Uncertificated Accrued Interest thereon, as calculated without the application of this sentence. For purposes of calculating the amount of Uncertificated Accrued Interest for the REMIC II Regular Interests for any Payment Date, any Prepayment Interest Shortfalls or Relief Act Shortfalls for such Payment Date shall be allocated among the LT1, LT2, LT3, LT4 and LTA-IO REMIC I Regular Interests, *pro rata* based on, and to the extent of, Uncertificated Accrued Interest, as calculated without application of this sentence. With respect to any Payment Date and the REMIC III Regular Interest SB-IO, one month's interest at the related Certificate Rate on the Notional Amount thereof reduced by its pro-rata share of any Prepayment Interest Shortfalls or Relief Act Shortfalls, but not reduced by amounts distributable pursuant to clauses (iv), (v) or (vi) of Section 3.05(a)(I) of the Indenture.

Uncertificated Notional Amount: With respect to each REMIC II Regular Interest LTA-IO, the amount defined in footnote (3) to the definition of REMIC II Regular Interest.

Uncertificated Principal Balance: With respect to any Payment Date and any REMIC I Regular Interest, the Initial Balance thereof reduced by the allocation to the principal thereof on prior Payment Dates of Liquidation Loss Amounts pursuant to the definition of REMIC I Liquidation Loss Amounts and of amounts deemed distributed with respect to the REMIC I Regular Interests. With respect to any Payment Date and any REMIC II Regular Interest, the Initial Balance thereof reduced by the allocation to the principal thereof on prior Payment Dates of Liquidation Loss Amounts pursuant to the definition of REMIC II Liquidation Loss Amounts and of amounts deemed distributed with respect to the REMIC II Regular Interests. With respect to any Payment Date and the REMIC III Regular Interest SB-PO, the Initial Balance thereof reduced by the allocation to the principal thereof on prior Payment Dates of Liquidation Loss Amounts, to the extent such Liquidation Loss Amounts are allocated to the principal of the Class SB-I Certificates, and amounts deemed distributed with respect to such REMIC III Regular Interest.

Uncertificated Regular Interests: The REMIC I Regular Interests, the REMIC II Regular Interests, the REMIC III Regular Interest SB-IO and the REMIC III Regular Interest SB-PO.

Uniform Single Attestation Program for Mortgage Bankers: The Uniform Single Attestation Program for Mortgage Bankers, as published by the Mortgage Bankers Association of America and effective with respect to fiscal periods ending on or after December 15, 1995.

United States Person: A citizen or resident of the United States, a corporation, partnership or other entity created or organized in, or under the laws of, the United States, any state thereof, or the District of Columbia (except in the case of a partnership, to the extent provided in Treasury regulations), or an estate that is described in Section 7701(a)(30)(D) of the Code, or a trust that is described in Section 7701(a)(30)(E) of the Code.

Voting Rights: The portion of the voting rights of the Holders of the Notes allocated to each Class of Notes. 99.00% of all of the Voting Rights exercisable by the Noteholders shall be allocated among the Classes of Notes (other than the Class A-IO Notes) in accordance with their respective outstanding Note Balances and 1.0% of all of the Voting Rights shall be allocated among the Holders of the Class A-IO Notes. Voting Rights shall be allocated among the Holders of a Class of Notes on a pro rata basis in accordance with their respective Percentage Interests.

Weighted Average Net Loan Rate: For any Payment Date, the weighted average of the Net Loan Rates of the Mortgage Loans, weighted by the respective Principal Balances of the Mortgage Loans as of the beginning of the related Collection Period.

WG Trust: Walnut Grove Mortgage Loan Trust 2003-A, a Delaware statutory trust.

WG Trust Initial Mortgage Loans: The Initial Mortgage Loans transferred to the Depositor by the Seller as set forth in the Purchase Agreement.

EXHIBIT 3

Financial Guaranty Insurance Company
125 Park Avenue
New York, New York 10017
(212) 312-3000
(800) 352-0001

Surety Bond

Issuer: GMACM Home Equity Loan
Trust 2005-HE2

Policy Number: 05030041
Control Number: 0010001

Insured Obligations:

<p>\$1,113,522,000 in aggregate maximum principal amount of GMACM Home Equity Loan-Backed Term Notes, Series 2005-HE2, Class A-1, Class A-2, Class A-3, Class A-4, Class A-5, Class A-6 and Class A-I0, Series 2005-HE2, (collectively, the "Notes")</p>
--

Indenture Trustee: Wells Fargo Bank, N.A.

Financial Guaranty Insurance Company ("Financial Guaranty"), a New York stock insurance company, in consideration of the right of Financial Guaranty to receive monthly premiums pursuant to the Indenture (as defined below) and the Insurance Agreement referred to therein, and subject to the terms of this Surety Bond, hereby unconditionally and irrevocably agrees to pay each Insured Amount, to the extent set forth in the Indenture, to the Indenture Trustee named above or its successor, as trustee for the Holders of the Notes, except as otherwise provided herein with respect to Preference Amounts. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Annex A attached to the Indenture as in effect and executed on the date hereof, without giving effect to any subsequent amendment or modification to the Indenture unless such amendment or modification has been approved in writing by Financial Guaranty.

The term "Insured Amount" means (1) any Deficiency Amount for a Payment Date and (2) any Preference Amount to be paid pursuant to the terms of this Surety Bond in respect of the Notes.

The term "Deficiency Amount" means, with respect to any Payment Date and the Notes, as applicable, an amount, if any, equal to the sum of:

- (1) the amount by which the aggregate amount of accrued interest on the Notes (excluding any Relief Act Shortfalls for that Payment Date) at the respective Note Rates on that Payment Date exceeds the amount on deposit in the Note Payment Account available for interest distributions on the Notes on that Payment Date; and
- (2) (i) with respect to any Payment Date that is not the Final Payment Date, any Liquidation Loss Amount with respect to the Mortgage Loans for that Payment Date, to the extent not distributed as part of the Liquidated Loss Distribution

Financial Guaranty Insurance Company
125 Park Avenue
New York, New York 10017
(212) 312-3000
(800) 352-0001

Surety Bond

Amount to the Holders of the Notes on such Payment Date or applied to reduce the Overcollateralization Amount on such Payment Date; or

(ii) on the Final Payment Date, the aggregate outstanding Note Balance of the Notes to the extent otherwise not paid on that date.

The "Deficiency Amount" will not include any Interest Carry-Forward Amounts.

The term "Final Payment Date" for each Class of the Notes means the Payment Date occurring in November, 2035.

Financial Guaranty will pay a Deficiency Amount with respect to the Notes by 12:00 noon (New York City Time) in immediately available funds to the Indenture Trustee on the later of (i) the second Business Day following the Business Day on which Financial Guaranty shall have received Notice that a Deficiency Amount is due in respect of the Notes, and (ii) the Payment Date on which the related Deficiency Amount is payable to the Holders of the Notes pursuant to the Indenture, for disbursement to the Holders of the Notes in the same manner as other payments with respect to the Notes are required to be made. Any Notice received by Financial Guaranty after 12:00 noon New York City time on a given Business Day or on any day that is not a Business Day shall be deemed to have been received by Financial Guaranty on the next succeeding Business Day.

Upon payment of a Deficiency Amount hereunder, Financial Guaranty shall be fully subrogated to the rights of the Holders of the Notes to receive the amount so paid. Financial Guaranty's obligations with respect to the Notes hereunder with respect to each Payment Date shall be discharged to the extent funds consisting of the related Deficiency Amount are received by the Indenture Trustee on behalf of the Holders of the Notes for payment to such Holders, as provided in the Indenture and herein, whether or not such funds are properly applied by the Indenture Trustee.

If any portion or all of any amount that is insured hereunder that was previously distributed to a holder of Notes is recoverable and recovered from such Holder as a voidable preference by a trustee in bankruptcy pursuant to the U.S. Bankruptcy Code, pursuant to a final non-appealable order of a court exercising proper jurisdiction in an insolvency proceeding (a "Final Order") (such recovered amount, a "Preference Amount"), Financial Guaranty will pay on the guarantee described in the first paragraph hereof, an amount equal to each such Preference Amount by 12:00 noon on the second Business Day following receipt by Financial Guaranty on a Business Day of (x) a certified copy of the court order requiring the return of the Preference Amount, together with an opinion of counsel satisfactory to Financial Guaranty that the order is final and not subject to appeal (a "Final Order"), (y) an assignment, in form reasonably satisfactory to Financial Guaranty, irrevocably assigning to Financial Guaranty all rights and claims of the Indenture Trustee and/or such Holder of the Notes relating to or arising under any Notes against

Financial Guaranty Insurance Company
125 Park Avenue
New York, New York 10017
(212) 312-3000
(800) 352-0001

Surety Bond

the debtor who paid such Preference Amount and constituting an appropriate instrument, in form satisfactory to Financial Guaranty, appointing Financial Guaranty as the agent of the Indenture Trustee and/or such Holder in respect of such Preference Amount, including without limitation in any legal proceeding related to the Preference Amount, and (z) a Notice appropriately completed and executed by the Indenture Trustee or such Holder, as the case may be. Such payment shall be made to the receiver, conservator, debtor-in-possession or trustee in bankruptcy named in the Final Order and not to the Indenture Trustee or Holder of the Notes directly (unless the Holder has previously paid such amount to such receiver, conservator, debtor-in-possession or trustee named in such Final Order in which case payment shall be made to the Indenture Trustee for distribution to the Holder upon delivery of proof of such payment reasonably satisfactory to Financial Guaranty). Notwithstanding the foregoing, in no event shall Financial Guaranty be (i) required to make any payment under this Surety Bond in respect of any Preference Amount to the extent such Preference Amount is comprised of amounts previously paid by Financial Guaranty hereunder, or (ii) obligated to make any payment in respect of any Preference Amount, which payment represents a payment of the principal amount of any Notes, prior to the time Financial Guaranty otherwise would have been required to make a payment in respect of such principal, in which case Financial Guaranty shall pay the balance of the Preference Amount when such amount otherwise would have been required.

Any of the documents required under clauses (x) through (z) of the preceding paragraph that are received by Financial Guaranty after 12:00 noon New York City time on a given Business Day or on any day that is not a Business Day shall be deemed to have been received by Financial Guaranty on the next succeeding Business Day. If any notice received by Financial Guaranty is not in proper form or is otherwise insufficient for the purpose of making a claim under this Surety Bond, it will be deemed not to have been received by Financial Guaranty, and Financial Guaranty will promptly so advise the Indenture Trustee, and the Indenture Trustee may submit an amended Notice. All payments made by Financial Guaranty hereunder in respect of Preference Amounts will be made with Financial Guaranty's own funds.

This Surety Bond is non-cancelable for any reason, including nonpayment of any premium. The premium on this Surety Bond is not refundable for any reason, including the payment of any Notes prior to their respective maturities. This Surety Bond shall expire and terminate without any action on the part of Financial Guaranty or any other Person on the date that is the later of (i) the date that is one year and one day following the date on which the Notes shall have been paid in full and (ii) if any insolvency proceeding with respect to which the Depositor is the debtor has been commenced on or prior to the date specified in clause (i) above, the 30th day after the entry of a final, non-appealable order in resolution or settlement of such proceeding.

This Surety Bond does not cover Relief Act Shortfalls, Interest Carry Forward Amounts or any amounts due under the Hedge Agreements nor does this Surety Bond guarantee to the Holders of the Notes any particular rate of principal payment. In addition, this Surety Bond does not cover

Financial Guaranty Insurance Company
125 Park Avenue
New York, New York 10017
(212) 312-3000
(800) 352-0001

Surety Bond

shortfalls, if any, attributable to the liability of the Depositor, the Issuer or the Trust Estate for withholding taxes, if any (including interest and penalties in respect of any liability for withholding taxes). This Surety Bond also does not cover the failure of the Indenture Trustee to make any payment required under the Indenture to the Holder of a Note.

A monthly premium shall be due and payable in arrears as provided in the Indenture and the Insurance Agreement.

This Surety Bond is subject to and shall be governed by the laws of the State of New York, without giving effect to the conflicts of laws principles thereof. The proper venue for any action or proceeding on this Surety Bond shall be the County of New York, State of New York. The insurance provided by this Surety Bond is not covered by the New York Property/Casualty Insurance Security Fund (New York Insurance Code, Article 76).

To the fullest extent permitted by applicable law, Financial Guaranty hereby waives, solely for the benefit of Holders of the Notes all defenses of any kind (including, without limitation, the defense of fraud in inducement or fact, any defense based on any duty claimed to arise from the doctrine of "utmost good faith" or any similar or related doctrine or any other circumstances that would have the effect of discharging a surety, guarantor or any other person in law or in equity) that Financial Guaranty otherwise might have asserted as a defense to its obligation to pay in full any amounts that have become due and payable in accordance with the terms and conditions of this Surety Bond. Nothing in this paragraph, however, shall be deemed to constitute a waiver of any rights, remedies, claims or counterclaims that Financial Guaranty may have with respect to the Issuer or GMACM, or any of their affiliates.

"Notice" means a written notice in the form of Exhibit A to this Surety Bond by registered or certified mail or telephonic or telegraphic notice, subsequently confirmed by written notice delivered via telecopy, telex or hand delivery from the Indenture Trustee to Financial Guaranty specifying the information set forth therein. "Holder" means, as to a particular Note, the person, other than the Issuer, who, on the applicable Payment Date, is entitled under the terms of such Note to a distribution thereon. "Indenture" means the Indenture relating to the Notes by and between GMACM Home Equity Loan Trust 2005-HE2, as Issuer, and Wells Fargo Bank, N.A., as Indenture Trustee, dated as of June 29, 2005. "Insurance Agreement" means the Insurance and Indemnity Agreement, among Financial Guaranty, GMAC Mortgage Corporation, Walnut Grove Mortgage Loan Trust 2003-A, Residential Asset Mortgage Products, Inc., GMACM Home Equity Loan Trust 2005-HE2, and the Indenture Trustee, dated as of June 29, 2005. "Servicing Agreement" means the Servicing Agreement relating to the Notes by and among GMAC Mortgage Corporation, as Servicer, GMACM Home Equity Loan Trust 2005-HE2, as Issuer, and the Indenture Trustee, dated as of June 29, 2005.

In the event that payments under any Note are accelerated, nothing herein contained shall obligate Financial Guaranty to make any payment of principal or interest on such Note on an

Financial Guaranty Insurance Company
125 Park Avenue
New York, New York 10017
(212) 312-3000
(800) 352-0001

Surety Bond

accelerated basis, unless such acceleration of payment by Financial Guaranty is at the sole option of Financial Guaranty; it being understood that a payment shortfall in respect of the redemption of any Note by reason of the repurchase of the Trust Estate pursuant to Section 8.08 of the Servicing Agreement does not constitute acceleration for the purposes hereof.

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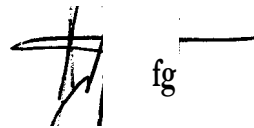
Financial Guaranty Insurance Company
125 Park Avenue
New York, New York 10017
(212) 312-3000
(800) 352-0001

Surety Bond

IN WITNESS WHEREOF, Financial Guaranty has caused this Surety Bond to be affixed with its corporate seal and to be signed by its duly authorized officer in facsimile to become effective and binding upon Financial Guaranty by virtue of the countersignature of its duly authorized representative.



President



Authdrized Representative

Effective Date: June 29, 2005

EXHIBIT A

NOTICE OF NONPAYMENT
AND DEMAND FOR PAYMENT OF INSURED AMOUNTS

To: Financial Guaranty Insurance Company
125 Park Avenue
New York, New York 10017
(212) 312-3000
Attention: General Counsel

Telephone: (212) 312-3000
Telecopier: (212) 312-3220

Re: \$1,113,522,000 in aggregate maximum principal
amount of GMACM Home Equity Loan-Backed Term
Notes, Series 2005-HE2, Class A-1, Class A-2, Class
A-3, Class A-4, Class A-5, Class A-6 and Class A-I0,
Series 2005-HE2, (collectively, the "Notes") _____

Policy No. 05030041 (the "Surety Bond")

Payment Date: _____

We refer to that certain Indenture, dated as of June 29, 2005, by and between GMACM Home Equity Loan Trust 2005-HE2, as Issuer, and Wells Fargo Bank, N.A., as Indenture Trustee (the "Indenture"), relating to the above referenced Notes. All capitalized terms not otherwise defined herein or in the Surety Bond shall have the same respective meanings assigned to such terms in the Indenture.

- (a) The Indenture Trustee has determined under the Indenture that in respect of the Payment Date:
- (1) The insured portion of the distribution on the Notes in respect of the Payment Date that is due to be received on _____ under the Indenture, is equal to \$_____, consisting of
- (A) \$ _____ in respect of interest on the Notes, which is calculated as the amount by which:
- (i) _____, constituting the aggregate amount of accrued interest on the Notes, excluding any Relief Act Shortfalls at the related Note Rate, for the Payment Date; exceeds

(ii) \$ _____, representing the amount on deposit in the Note Payment Account available for interest distributions to the Notes on the Payment Date; plus

(B) \$ _____ in respect of principal of the Notes, which is calculated as the amount by which

(i) Liquidation Loss Amounts with respect to the Mortgage Loans for the Payment Date, which total \$ _____, exceed

(ii) the sum of

(y) \$ _____, representing the Liquidation Loss Distribution Amount for the Payment Date; and

(z) \$ _____, representing the amount of the reduction in the Overcollateralization Amount for the Payment Date.

(2) [The amount to be paid to the Holders of the Notes on the Final Payment Date, which occurs on _____, is \$ _____.]

(3) The amounts available in the Note Payment Account to be distributed on such Payment Date on the Notes pursuant to the Indenture in payment of the items identified in items (1) and (2) above, as reduced by any portion thereof that has been deposited in the Note Payment Account but may not be withdrawn therefrom pursuant to an order of a United States bankruptcy court of competent jurisdiction imposing a stay pursuant to Section 362 of the United States Bankruptcy Code), is \$ _____

Please be advised that, accordingly, a Deficiency Amount exists for the Payment Date identified above for the Notes in the amount of \$ _____. This Deficiency Amount constitutes an Insured Amount payable by Financial Guaranty under the Surety Bond.

[In addition, attached hereto is a copy of the Final Order in connection with a Preference Amount in the amount set forth therein, together with an assignment of rights and appointment of agent and other documents required by the Surety Bond in respect of Preference Amounts. The amount of the Preference Amount is \$ _____. This Preference Amount constitutes an Insured Amount payable by Financial Guaranty under the Surety Bond.]

Accordingly, pursuant to the Indenture, this statement constitutes a notice for payment of an Insured Amount by Financial Guaranty in the amount of \$ _____ under the Surety Bond.

(b) No payment claimed hereunder is in excess of the amount payable under the Surety Bond.

The amount requested in this Notice should be paid to: [Payment Instructions]

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed Five Thousand Dollars (\$5,000.00) and the stated value of the claim for each such violation.

IN WITNESS WHEREOF, the Indenture Trustee has executed and delivered this Notice of Nonpayment and Demand for Payment of Insured Amounts this _____ day of

as Indenture Trustee

By: _____

Title: _____

EXHIBIT 4

FINANCIAL GUARANTY INSURANCE COMPANY,
as Insurer,

GMAC MORTGAGE CORPORATION,
as a Seller and the Servicer,

WALNUT GROVE MORTGAGE LOAN TRUST 2003-A,
as a Seller,

RESIDENTIAL ASSET MORTGAGE PRODUCTS, INC.,
as Depositor,

GMACM HOME EQUITY LOAN TRUST 2005-HE2,
as Issuer

and

WELLS FARGO BANK, N.A.,
as Indenture Trustee

INSURANCE AND INDEMNITY AGREEMENT

RESIDENTIAL ASSET MORTGAGE PRODUCTS, INC.

GMACM HOME EQUITY LOAN TRUST 2005-HE2

GMACM HOME EQUITY LOAN-BACKED NOTES, SERIES 2005-HE2

Dated as of June 29, 2005

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(This Table of Contents is for convenience of reference only and shall not be deemed to be part of this Agreement. All capitalized terms used in this Agreement and not otherwise defined shall have the meanings set forth in Article I of this Agreement.)

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INSURANCE AND INDEMNITY AGREEMENT (as may be amended, modified or supplemented from time to time, this "Insurance Agreement"), dated as of June 29, 2005, by and among FINANCIAL GUARANTY INSURANCE COMPANY, as Insurer, GMAC MORTGAGE CORPORATION, as a Seller and the Servicer, WALNUT GROVE MORTGAGE LOAN TRUST 2003-A ("WG Trust"), a Seller, RESIDENTIAL ASSET MORTGAGE PRODUCTS, INC., as Depositor, GMACM HOME EQUITY LOAN TRUST 2005-HE2, as Issuer, and WELLS FARGO BANK, N.A., as Indenture Trustee.

W I T N E S S E T H :

WHEREAS, each of GMACM, as a Seller, and the WG Trust, as a Seller, have sold and assigned their entire interest to Residential Asset Mortgage Products, Inc. (the "Depositor"), and the Depositor has accepted from GMACM the sale and assignment of such interest, in the Initial Mortgage Loans pursuant to the Mortgage Loan Purchase Agreement, dated as of June 29, 2005, by and among GMACM, the WG Trust, the Depositor, the Issuer and the Indenture Trustee;

WHEREAS, each of GMACM, as a Seller, and the WG Trust, as a Seller, may sell and assign their entire interests to the Issuer, and the Issuer intends to accept from GMACM and the WG Trust the sale and assignment of such interests, in certain Subsequent Mortgage Loans pursuant to the Mortgage Loan Purchase Agreement and any related Subsequent Transfer Agreement;

WHEREAS, a Servicing Agreement, dated as of June 29, 2005, by and among GMACM, as Servicer, the Issuer and the Indenture Trustee provides for the administration and servicing of the Mortgage Loans;

WHEREAS, a Trust Agreement, dated as of June 29, 2005, by and between the Depositor and the Owner Trustee (as may be amended, modified or supplemented from time to time as set forth therein, the "Trust Agreement") provides for, among other things the formation of GMACM Home Equity Loan Trust 2005-HE2 (the "Issuer" or the "Trust") and the issuance of GMACM Home Equity Loan-Backed Certificates, Series 2005-HE2 (the "Certificates") representing undivided beneficial ownership interests in the Trust;

WHEREAS, an Indenture, dated as of June 29, 2005, by and between the Trust and the Indenture Trustee (as may be amended, modified or supplemented from time to time as set forth therein, the "Indenture") provides for, among other things, the issuance of GMACM Home Equity Loan-Backed Notes, Series 2005-HE2 (the "Notes") representing indebtedness of the Trust;

WHEREAS, the Notes will be secured by all of the Issuer's right, title and interest in the Initial Mortgage Loans, the Subsequent Mortgage Loans and certain other accounts and funds;

WHEREAS, the Insurer has agreed to issue the Policy, pursuant to which it will agree to pay in favor of the Indenture Trustee on behalf of the Issuer and for the benefit of the Holders of the Notes, certain amounts relating to interest and principal on the Notes;

WHEREAS, the Insurer shall be paid a Premium for the Policy as set forth herein; and

WHEREAS, each of GMACM, the WG Trust, the Issuer and the Depositor has undertaken certain obligations in consideration for the Insurer's issuance of its Policy.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. Defined Terms.

Unless the context clearly requires otherwise, all capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Indenture (including Appendix A thereto) or the Policy described below. For purposes of this Insurance Agreement, the following terms shall have the following meanings:

“Certificates” means the GMACM Home Equity Loan-Backed Certificates, Series 2005-HE2 issued pursuant to the Trust Agreement.

“Closing Date” means June 29, 2005.

“Commission” means the Securities and Exchange Commission.

“Computational Materials” has the meaning assigned to such term in the No-Action Letter of May 20, 1994 issued by the Securities and Exchange Commission (the “Commission”) to Kidder, Peabody Acceptance Corporation I, Kidder, Peabody & Co. Incorporated and Kidder Structured Asset Corporation, as made applicable to other issuers and underwriters by the Commission in response to the request of the Public Securities Association dated May 24, 1994 and the No-Action Letter of February 17, 1995 issued by the Commission to the Public Securities Association.

“Confidentiality Agreement” means the confidentiality agreement dated June 28, 2001 between GMACM and the Insurer, as such agreement may be amended or superceded from time to time.

“Custodial Agreement” means that certain Custodial Agreement, dated as of June 29, 2005, among the Servicer, the Indenture Trustee and GMAC Bank, as custodian.

“Default” means any Event of Default or any event or circumstance which results, or which with the giving of notice or the lapse of time or both would result, in an Event of Default.

“Depositor” means Residential Asset Mortgage Products, Inc.

“Documents” has the meaning given such term in Section 2.01(j).

“Dominion” means Dominion Bond Rating Service, Inc., and any successor thereto.

“Event of Default” means any event of default specified in Section 5.01 of this Insurance Agreement.

“Financial Statements” means, with respect to GMACM, its (i) consolidated statements of financial condition as of December 31, 2004 and December 31, 2003 and the statements of operations, stockholders’ equity and cash flows for each of the years in the three-year period ended December 31, 2004 and the notes thereto and (ii) unaudited, nine month consolidated statements of financial condition as of September 30, 2004 and September 30, 2003.

“GMACM” means GMAC Mortgage Corporation, as Seller under the Mortgage Loan Purchase Agreement and as Servicer under the Servicing Agreement, and any successor thereto under either such agreement.

“Holder” means the holder of any Note.

“Indenture” has the meaning given such term in the recitals.

“Indenture Trustee” means Wells Fargo Bank, N.A., as indenture trustee under the Indenture, and any successor thereto under the Indenture.

“Insurance Agreement” has the meaning given such term in the initial paragraph hereof.

“Insurer” means Financial Guaranty Insurance Company or any successor thereto, as issuer of the Policy.

“Insurer Information” means the information in the Offering Document as of the date hereof under the captions “The Credit Enhancer” and “Description of the Policy” and the audited financial statements of the Insurer referred to in and incorporated by reference into the Offering Document as of December 31, 2003 and 2004 and for each of the years in the three-year period ended December 31, 2004 and the unaudited financial statements of the Insurer referred to in and incorporated by reference into the Offering Document as of March 31, 2005 and for the three month periods ended March 31, 2005 and 2004. The Insurer Information does not include any other information. Without limiting the generality of the foregoing, the Insurer Information does not include any information in any Computational Materials.

“Investment Company Act” means the Investment Company Act of 1940, including, unless the context otherwise requires, the rules and regulations thereunder, as amended from time to time.

“Issuer” has the meaning given such term in the recitals.

“Late Payment Rate” means the lesser of (a) the greater of (i) the per annum rate of interest publicly announced from time to time by Citibank, N.A. as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by Citibank, N.A.), and (ii) the then applicable rate of interest on any of the Notes and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days.

“Material Adverse Change” means, in respect of any Person, a material adverse change in the ability of such Person to perform its obligations under any of the Operative Documents, including any material adverse change in the business, financial condition, results of operations or properties of such Person on a consolidated basis with its subsidiaries which might have such effect.

“Moody’s” means Moody’s Investors Service, Inc., and any successor thereto.

“Notes” has the meaning given such term in the recitals.

“Offering Document” means the Prospectus, dated December 22, 2004, as supplemented by the Prospectus Supplement, dated June 22, 2005, in respect of the Notes and any amendment or supplement thereto, and any other offering document in respect of the Notes prepared by or on behalf of the Depositor that makes reference to the Policy.

“Operative Documents” means this Insurance Agreement, the Securities, the Servicing Agreement, the Mortgage Loan Purchase Agreement, any Subsequent Transfer Agreement, the Custodial Agreement, the Trust Agreement and the Indenture.

“Owner Trustee” means Wilmington Trust Company, as owner trustee under the Trust Agreement, and any successor thereto under the Trust Agreement.

“Person” means an individual, joint stock company, trust, unincorporated association, joint venture, corporation, business or owner trust, partnership, limited liability company or other organization or entity (whether governmental or private).

“Policy” means the Financial Guaranty Insurance Policy, No. 05030041, together with all endorsements thereto, issued by the Insurer in favor of the Indenture Trustee, for the benefit of the Holders of the Notes.

“Premium” means the premium payable in accordance with the Policy and this Insurance Agreement.

“Premium Percentage” means 0.1475% per annum.

“Registration Statement” means the registration statement on Form S-3 No. 333-110437 including the prospectus and prospectus supplement, relating to the Notes, at the time it became effective.

“Securities” means the Notes and the Certificates.

“Securities Act” means the Securities Act of 1933, including, unless the context otherwise requires, the rules and regulations thereunder, as amended from time to time.

“Securities Exchange Act” means the Securities Exchange Act of 1934, including, unless the context otherwise requires, the rules and regulations thereunder, as amended from time to time.

“S&P” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., and any successor thereto.

“Shortfall Event” means on any Payment Date after the first Payment Date on which the related Overcollateralization Amount is equal to or greater than the related Required Overcollateralization Amount, the failure of the Overcollateralization Amount to be equal to or greater than 85% of the related Required Overcollateralization Amount.

“Transaction” means the transactions contemplated by the Operative Documents, including the transactions described in the Offering Document.

“Trust” means the GMACM Home Equity Loan Trust 2005-HE2 created pursuant to the Trust Agreement.

“Trust Indenture Act” means the Trust Indenture Act of 1939, including, unless the context otherwise requires, the rules and regulations thereunder, as amended from time to time.

“Underwriters” means Greenwich Capital Markets, Inc., Residential Funding Securities Corp. and Bear, Stearns & Co. Inc..

“Underwriting Agreement” means the Underwriting Agreement, dated June 23, 2005, among the Underwriters, GMACM and the Depositor with respect to the offer and sale of the Notes, as such may be amended, modified or supplemented from time to time.

“WG Trust” means Walnut Grove Mortgage Loan Trust 2003-A, as a Seller under the Mortgage Loan Purchase Agreement, and any successor thereto under such agreement.

Section 1.02. Other Definitional Provisions.

The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Insurance Agreement shall refer to this Insurance Agreement as a whole and not to any particular provision of this Insurance Agreement, and Section, subsection, Schedule and Exhibit references are to this Insurance Agreement unless otherwise specified. The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. The words “include” and “including” shall be deemed to be followed by the phrase “without limitation.”

ARTICLE II REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.01. Representations and Warranties of GMACM, the WG Trust, the Issuer and the Depositor.

Each of GMACM, the WG Trust, the Issuer and the Depositor represents and warrants as of the Closing Date, and as of the date of each transfer of a Subsequent Mortgage Loan to the Trust pursuant to the related Subsequent Transfer Agreement, as follows:

(a) *Due Organization and Qualification.* Each of GMACM and the Depositor is a corporation, duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and the WG Trust and the Issuer is a statutory trust duly organized, validly existing and in good standing under the laws of Delaware. Each of GMACM, the WG Trust, the Issuer and the Depositor is, or shall become, duly qualified to do business, is, or shall be, in good standing and has obtained, or shall obtain, all necessary licenses, permits, charters, registrations and approvals (together, “approvals”) necessary for the conduct of its business as currently conducted and as described in the Offering Document and the performance of its obligations under the Operative Documents to which it is a party in each jurisdiction in which the failure to be so qualified or to obtain such approvals would render any Operative Document to which it is a party unenforceable in any respect or would have a material adverse effect upon the Transaction.

(b) *Power and Authority.* Each of GMACM, the WG Trust, the Issuer and the Depositor has all necessary power and authority to conduct its business as currently conducted and as described in the Offering Document, to execute, deliver and perform its obligations under the Operative Documents to which it is a party and to consummate the Transaction.

(c) *Due Authorization.* The execution, delivery and performance of the Operative Documents to which it is a party by each of GMACM, the WG Trust, the Issuer and the Depositor has been duly authorized by all necessary action and does not require any additional approvals or consents, or other action by or any notice to or filing with any Person, including any governmental entity or any of the stockholders or beneficial owners, as applicable, of GMACM, the WG Trust, the Issuer or the Depositor, which have not previously been obtained or given by GMACM, the WG Trust, the Issuer or the Depositor.

(d) *No contravention.* The execution and delivery by each of GMACM, the WG Trust, the Issuer or the Depositor of the Operative Documents to which it is a party, the consummation of the Transaction and the satisfaction of the terms and conditions of the Operative Documents to which it is a party do not and will not:

(i) conflict with or result in any breach or violation of any provision of the applicable organizational documents of GMACM, the WG Trust, the Issuer or the Depositor or any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award currently in effect having applicability to GMACM, the WG Trust, the Issuer or the Depositor or any of their respective material properties, including regulations issued by any administrative agency or other governmental authority having supervisory powers over GMACM, the WG Trust, the Issuer or the Depositor, which conflict, breach or violation reasonably could result in a Material Adverse Change;

(ii) constitute a default by GMACM, the WG Trust, the Issuer or the Depositor under, result in the acceleration of any obligation under, or breach any provision of any loan agreement, mortgage, indenture or other agreement or

instrument to which GMACM, the WG Trust, the Issuer or the Depositor is a party or by which any of their respective properties is or may be bound or affected, which default, acceleration or breach reasonably could result in a Material Adverse Change; or

(iii) result in or require the creation of any lien upon or in respect of any assets of GMACM, the WG Trust, the Issuer or the Depositor, which lien reasonably could result in a Material Adverse Change, other than any lien created by the Operative Documents.

(e) *Legal Proceedings.* There is no action, proceeding or investigation by or before any court, governmental or administrative agency or arbitrator against or affecting GMACM, the WG Trust, the Issuer or the Depositor or any of their respective subsidiaries, any properties or rights of GMACM, the WG Trust, the Issuer or the Depositor or any of their respective subsidiaries or any of the Mortgage Loans pending or, to GMACM's, the WG Trust's, the Issuer's or the Depositor's knowledge after reasonable inquiry, threatened, which, in any case, if decided adversely to GMACM, the WG Trust, the Issuer or the Depositor or any such subsidiary could result in a Material Adverse Change with respect to GMACM, the WG Trust, the Issuer or the Depositor.

(f) *Valid and Binding Obligations.* The Operative Documents (other than the Securities) to which it is a party, when executed and delivered by GMACM, the WG Trust, the Issuer or the Depositor, will constitute the legal, valid and binding obligations of each of GMACM, the WG Trust, the Issuer and the Depositor, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equitable principles and public policy considerations as to rights of indemnification for violations of federal securities laws. The Notes, when executed, authenticated and delivered in accordance with the Indenture, will be validly issued and outstanding and entitled to the benefits of the Indenture, and the Certificates when executed, authenticated and delivered in accordance with the Trust Agreement, will be validly issued and outstanding and entitled to the benefits of the Trust Agreement.

(g) *Financial Statements.* The Financial Statements of GMACM, copies of which have been furnished to the Insurer, (i) are, as of the dates and for the periods referred to therein, complete and correct in all material respects, (ii) present fairly the financial condition and results of operations of GMACM as of the dates and for the periods indicated and (iii) have been prepared in accordance with generally accepted accounting principles consistently applied, except as noted therein (subject as to interim statements to normal year-end adjustments). Since the date of the most recent Financial Statements, there has been no Material Adverse Change in respect of GMACM, the WG Trust, the Issuer or the Depositor. Except as disclosed in the Financial Statements, GMACM is not subject to any contingent liabilities or commitments that, individually or in the aggregate, have a material possibility of causing a Material Adverse Change in respect of GMACM, the WG Trust, the Issuer or the Depositor.

(h) *Compliance with Law, Etc.* No practice, procedure or policy employed, or proposed to be employed, by GMACM, the WG Trust, the Issuer or the Depositor in the conduct of its business violates any law, regulation, judgment, agreement, order or decree applicable to GMACM, the WG Trust, the Issuer or the Depositor that, if enforced, could result in a Material Adverse Change with respect to GMACM, the WG Trust, the Issuer or the Depositor.

(i) *Taxes.* Each of GMACM, the WG Trust, the Issuer and the Depositor has filed prior to the date hereof all federal and state tax returns that are required to be filed and has paid all taxes, including any assessments received by it that are not being contested in good faith, to the extent that such taxes have become due. Any taxes, fees and other governmental charges payable by GMACM, the WG Trust, the Issuer or the Depositor in connection with the Transaction, the execution and delivery of the Operative Documents to which it is a party and the issuance of the Securities have been paid or shall have been paid at or prior to the Closing Date if such taxes, fees or other governmental changes were due on or prior to the Closing Date.

(j) *Accuracy of Information.* Neither the Operative Documents to which it is a party nor other information relating to the Mortgage Loans, the operations of GMACM, the WG Trust, the Issuer or the Depositor or the financial condition of GMACM, the WG Trust, the Issuer or the Depositor (collectively, the “Documents”), as amended, supplemented or superseded, furnished to the Insurer in writing or in electronic form by GMACM, the WG Trust, the Issuer or the Depositor contains any statement of a material fact which was untrue or misleading in any material respect when made. Each of GMACM, the WG Trust, the Issuer and the Depositor has no knowledge of any circumstances that could reasonably be expected to cause a Material Adverse Change with respect to GMACM, the WG Trust, the Issuer or the Depositor. Since the furnishing of the Documents, there has been no change nor any development or event involving a prospective change known to GMACM, the WG Trust, the Issuer or the Depositor that would render any of the Documents untrue or misleading in any material respect.

(k) *Compliance With Securities Laws.* The offer of the Securities complies or shall comply in all material respects with all requirements of law, including all registration requirements of applicable securities laws. Without limiting the foregoing, the Offering Document does not contain any untrue statement of a material fact and does not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading as of the Closing Date and as of any amendment or supplement to the Offering Document; *provided, however*, that no representation is made with respect to the Insurer Information. The offer of the Notes has not been and will not be in violation of the Securities Act or any other federal or state securities laws. Based upon advice of legal counsel, the Trust Agreement is not required to be qualified under the Trust Indenture Act and each of the Issuer and the Trust Estate is not required to be registered as an “investment company” under the Investment Company Act. GMACM will satisfy in all material respects any of the information reporting requirements of the Securities Exchange Act arising out of the Transaction to which it or the Issuer or the Depositor are subject.

(l) *Operative Documents.* Each of the representations and warranties of GMACM, the WG Trust, the Issuer and the Depositor contained in the applicable Operative Documents to which it is a party is true and correct in all material respects as of the date reflected therein and each of GMACM, the WG Trust, the Issuer and the Depositor hereby makes each such representation and warranty to, and for the benefit of, the Insurer as if the same were set forth in full herein; *provided, however*, that the remedy for any breach of a representation and warranty of GMACM or the WG Trust in Section 3.1 of the Mortgage Loan Purchase Agreement and the remedy with respect to any defective Mortgage Loans under Section 3.1 of the Mortgage Loan Purchase Agreement shall be limited to the remedies specified in the Mortgage Loan Purchase Agreement.

(m) *Solvency; Fraudulent Conveyance.* Each of GMACM, the WG Trust, the Issuer and the Depositor is solvent and shall not be rendered insolvent by the Transaction and, after giving effect to the Transaction, GMACM, the WG Trust, the Issuer and the Depositor shall not be left with an unreasonably small amount of capital with which to engage in the ordinary course of its business, and each of GMACM, the WG Trust, the Issuer and the Depositor does not intend to incur, or believe that it has incurred, debts beyond its ability to pay as they mature. Each of GMACM, the WG Trust, the Issuer and the Depositor does not contemplate the commencement of insolvency, liquidation or consolidation proceedings or the appointment of a receiver, liquidator, conservator, trustee or similar official in respect of GMACM, the WG Trust, the Issuer and the Depositor or any of their respective assets. The amount of consideration being received by GMACM and the WG Trust, as applicable, upon the sale of the Initial Mortgage Loans to the Depositor constitutes reasonably equivalent value and fair consideration. The amount of consideration being received by the Depositor upon the transfer of the Initial Mortgage Loans to the Trust constitutes reasonably equivalent value and fair consideration for ownership interest evidenced by the Initial Mortgage Loans. The amount of consideration being received by the Issuer upon the sale of the Securities constitutes reasonably equivalent value and fair consideration for the ownership and/or debt interest evidenced by the Securities. GMACM and the WG Trust, as applicable, is not transferring the Initial Mortgage Loans to the Depositor nor is the Issuer selling the Securities, as provided in the Operative Documents, with any intent to hinder, delay or defraud any of GMACM's, the WG Trust's, the Issuer's or the Depositor's creditors.

(n) *Jurisdiction of Organization.* GMACM is a Pennsylvania corporation. The Depositor is a Delaware corporation. The WG Trust and the Issuer are organized under Delaware law.

(o) *Qualified Special Purpose Entity.* The Issuer is a qualified special purpose entity as the term is defined in Statement of Financial Accounting Standards No. 140 ("FAS 140") issued by the Financial Accounting Standards Board ("FASB").

Section 2.02. Affirmative Covenants of GMACM, the WG Trust, the Issuer and the Depositor.

Each of GMACM, the WG Trust, the Issuer and the Depositor hereby agrees that during the term of this Insurance Agreement, unless the Insurer shall otherwise expressly consent in writing:

(a) *Compliance With Agreements and Applicable Laws.* Each of GMACM, the WG Trust, the Issuer, and the Depositor shall comply in all material respects with the terms and conditions of and perform its obligations under the Operative Documents to which it is a party in all cases in which failure to so comply or perform would result in a default thereunder and shall comply with all requirements of any law, rule or regulation applicable to it in all circumstances where non-compliance reasonably could result in a Material Adverse Change. Each of GMACM, the WG Trust, the Issuer and the Depositor will not at any time in the future deny that the Operative Documents to which it is a party constitute the legal, valid and binding obligations of GMACM, the WG Trust, the Issuer and the Depositor, as applicable.

(b) *Corporate Existence.* Each of GMACM, the WG Trust, the Issuer and the Depositor and their respective successors and permitted assigns shall maintain its corporate or trust existence, as applicable, and shall at all times continue to be duly organized under the laws of their formation and duly qualified and duly authorized (as described in subsections 2.01(a), (b) and (c) hereof) and shall conduct its business in accordance with the terms of its applicable organizational documents.

(c) *Financial Statements; Accountants' Reports; Other Information.* Each of GMACM, the WG Trust, the Issuer and the Depositor shall keep or cause to be kept in reasonable detail books and records of account of its assets and business relating to the Transaction, and shall, as applicable, clearly reflect therein the sale of the Initial Mortgage Loans to the Depositor, the transfer of the Initial Mortgage Loans by the Depositor to the Trust and the sale of the Certificates, respectively, as a sale of the Initial Mortgage Loans by GMACM and the WG Trust, as applicable, to the Depositor, a sale of the Initial Mortgage Loans by the Depositor to the Trust and a sale of the equity interest in the Trust to the Holders of the Certificates. GMACM shall furnish or cause to be furnished to the Insurer:

(i) *Annual Financial Statements.* As soon as available, and in any event within 120 days after the close of each fiscal year of GMACM, the audited consolidated statements of financial condition of GMACM and its subsidiaries as of the end of such fiscal year and the related audited consolidated statements of operations, stockholders' equity and cash flows for such fiscal year, all in reasonable detail and stating in comparative form the respective figures for the corresponding date and period in the preceding fiscal year, prepared in accordance with generally accepted accounting principles, consistently applied, and accompanied by the audit opinion of GMACM's independent accountants (which shall be a nationally recognized independent public accounting firm or otherwise acceptable to the Insurer) and by the certificate specified in Section 2.02(d).

(ii) *Quarterly Financial Statements.* Upon the reasonable request of the Insurer, the unaudited consolidated statement of financial condition of GMACM and its subsidiaries as of the end of the first three quarters of each fiscal year of GMACM and the related unaudited consolidated statements of operations, stockholders' equity and cash flows for the portion of the fiscal year then ended, all in reasonable detail and stating in comparative form the respective figures for the corresponding date and period in the preceding fiscal year, prepared in accordance with generally accepted accounting principles consistently applied (subject to normal year-end adjustments); each delivery of quarterly financial statements shall be accompanied by a certificate of one (or more) corporate officers stating that the quarterly financial statements are correct in all material respects and present fairly the financial condition and results of operations of GMACM and its subsidiaries as of the dates and for the periods indicated, in accordance with generally accepted accounting principles consistently applied (subject to normal year-end adjustments).

(iii) *Mortgage Loan Data.* On or before the Closing Date, a magnetic tape containing information setting forth, as to each Initial Mortgage Loan, the information required under the definition of "Mortgage Loan Schedule" in Appendix A to the Indenture. At its option, GMACM may make updated Mortgage Loan data available to the Insurer on GMACM's or the Depositor's internet website, on a monthly basis.

(iv) *Certain Information.* Upon the reasonable request of the Insurer, copies of any requested proxy statements, financial statements, reports and registration statements that GMACM, the WG Trust, the Issuer or the Depositor files with, or delivers to, the Commission or any national securities exchange.

(v) *Other Information.* (A) Promptly upon receipt thereof, copies of all schedules, financial statements or other similar reports delivered to or by GMACM, the WG Trust, the Issuer, the Depositor, the Owner Trustee or the Indenture Trustee pursuant to the terms of any of the Operative Documents, including all reports provided to either the Indenture Trustee or any Securityholder pursuant to the Servicing Agreement, (B) promptly upon request, such other data as the Insurer may reasonably request and (C) all information required to be furnished to the Owner Trustee, the Indenture Trustee, the Noteholders or the Certificateholders simultaneously with the furnishing thereof to the Owner Trustee, the Indenture Trustee, the Noteholders or the Certificateholders, as the case may be.

All financial statements specified in clauses (i) and (ii) of this subsection (c) shall be furnished in consolidated form for GMACM and all its subsidiaries in the event that GMACM shall consolidate its financial statements with its subsidiaries. To the extent available, the information supplied pursuant to this Section 2.02(c) will be in Excel or Word format or another form of an electronic data file accessible by the Insurer by means of standard application software.

(d) *Compliance Certificate.* Each of GMACM (in its capacity as Servicer), the WG Trust, the Issuer and the Depositor shall deliver to the Insurer, on or before July 1 of each year beginning with 2006, certificates of one (or more) of its officers stating that:

(i) a review of the performance of GMACM, the WG Trust, the Issuer or the Depositor, as applicable, under the Operative Documents to which it is a party during the prior year has been made under such officer's supervision;

(ii) to the best of such officer's knowledge following reasonable inquiry, no Default or Event of Default has occurred, or if a Default or Event of Default has occurred, specifying the nature thereof and, if GMACM, the WG Trust, the Issuer or the Depositor has a right to cure pursuant to Section 5.01, stating in reasonable detail (including, if applicable, any supporting calculations) the steps, if any, being taken by GMACM, the WG Trust, the Issuer or the Depositor to cure such Default or Event of Default or to otherwise comply with the terms of the agreement to which such Default or Event of Default relates; and

(iii) GMACM, as Servicer, has in full force and effect a fidelity bond (or direct surety bond) and an errors and omissions policy in accordance with the terms and requirements of Section 3.13 of the Servicing Agreement.

So long as GMACM shall continue to act as Servicer, the annual Officer's Certificate prepared by GMACM as Servicer pursuant to Section 3.10 of the Servicing Agreement shall be deemed to satisfy GMACM's obligations as imposed by clauses (i) and (ii) of this Section 2.02(d). The certificate required by this Section 2.02(d) may be delivered via electronic means if it constitutes an electronic record authenticated as the executed document of GMACM in accordance with applicable electronic signature laws.

(e) *Access to Records; Discussions with Officers and Accountants.* On an annual basis, or upon the occurrence of a Material Adverse Change, GMACM, the WG Trust, the Issuer and the Depositor shall, upon the reasonable request of the Insurer, permit the Insurer or its authorized agents:

(i) to inspect the books and records of GMACM, the WG Trust, the Issuer and the Depositor as they may relate to the Securities, the obligations of GMACM, the WG Trust, the Issuer and the Depositor under the Operative Documents to which it is a party and the Transaction (including, without limitation, but only if, after the Closing Date, there has been a change to FAS 140, FASB Financial Interpretation No. 46 ("FIN 46") or the interpretive guidance issued by FASB or, to any interpretation thereof by the Insurer's certified public accountants relating thereto, in any case that is applicable to the Insurer and the Transaction, access to information reasonably required for purposes of the Insurer complying with FIN 46; provided that the Insurer will maintain confidentiality with respect to such information in accordance with its internal policies and in accordance with the confidentiality provisions set forth in the Confidentiality Agreement);

(ii) to discuss the affairs, finances and accounts of GMACM with the Chief Financial Officer of GMACM; and

(iii) with GMACM's consent, which consent shall not be unreasonably withheld or delayed, to discuss the affairs, finances and accounts of GMACM with GMACM's independent accountants; *provided, however*, that an officer of GMACM shall have the right to be present during such discussions.

In addition, when a Shortfall Event shall have occurred, GMACM, the WG Trust, the Issuer and the Depositor shall, upon the reasonable request of the Insurer, permit the Insurer or its authorized agents to conduct an inspection of the type described in clause (i) above.

Such inspections and discussions shall be conducted during normal business hours and shall not unreasonably disrupt the business of GMACM, the WG Trust, the Issuer or the Depositor. The books and records of GMACM, the WG Trust and the Issuer shall be maintained at the address of GMACM designated herein for receipt of notices, unless GMACM shall otherwise advise the parties hereto in writing. The books and records of the Depositor shall be maintained at the Depositor's principal place of business, unless the Depositor shall otherwise advise the parties hereto in writing.

(f) *Notice of Material Events.* GMACM, the WG Trust, the Issuer and the Depositor shall be obligated (which obligation shall be satisfied as to each if performed by GMACM, the WG Trust, the Issuer or the Depositor) promptly to inform the Insurer in writing of the occurrence of any of the following:

(i) the submission of any claim or the initiation or threat of any legal process, litigation or administrative or judicial investigation, or rule making or disciplinary proceeding by or against GMACM, the WG Trust, the Issuer or the Depositor that (A) would be required to be disclosed to the Commission or GMACM's shareholders or (B) could result in a Material Adverse Change with respect to GMACM, the WG Trust, the Issuer or the Depositor, or to the best of the knowledge of GMACM, the WG Trust, the Issuer or the Depositor, the promulgation of any proceeding or any proposed or final rule which would likely result in a Material Adverse Change with respect to GMACM, the WG Trust, the Issuer and the Depositor or any of their respective subsidiaries;

(ii) any change in the location of the principal office of GMACM, the WG Trust, the Issuer or the Depositor or any of their respective subsidiaries;

(iii) the occurrence of any Default or Event of Default or any Material Adverse Change in respect of GMACM, the WG Trust, the Issuer or the Depositor;

(iv) the commencement of any proceedings by or against GMACM, the WG Trust, the Issuer or the Depositor under any applicable bankruptcy, reorganization, liquidation, rehabilitation, insolvency or other similar law now or hereafter in effect or of any proceeding in which a receiver, liquidator, conservator, trustee or similar official shall have been, or may be, appointed or

requested for GMACM, the WG Trust, the Issuer or the Depositor or any of their respective assets; or

(v) the receipt of notice that (A) GMACM, the WG Trust, the Issuer or the Depositor is being placed under regulatory supervision, (B) any license, permit, charter, registration or approval necessary for the conduct of GMACM's, the WG Trust's, the Issuer's or the Depositor's business is to be, or may be, suspended or revoked or (C) GMACM, the WG Trust, the Issuer or the Depositor is to cease and desist any practice, procedure or policy employed by GMACM, the WG Trust, the Issuer or the Depositor in the conduct of their respective business, and such suspension, revocation or cessation may reasonably be expected to result in a Material Adverse Change with respect to GMACM, the WG Trust, the Issuer or the Depositor.

(g) *Financing Statements and Further Assurances.* GMACM shall cause to be filed all necessary financing statements or other instruments, and any amendments or continuation statements relating thereto, necessary to be kept and filed in such manner and in such places as may be required by law to preserve and protect fully the interest of the Indenture Trustee in the Trust Estate. Each of GMACM, the WG Trust, the Issuer and the Depositor shall, upon the reasonable request of the Insurer, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, within ten days of such request, such amendments hereto and such further instruments and take such further action as may be reasonably necessary to effectuate the intention, performance and provisions of the Operative Documents to which it is a party. In addition, each of GMACM, the WG Trust, the Issuer and the Depositor agrees to cooperate with S&P, Moody's and Dominion in connection with any review of the Transaction that may be undertaken by S&P, Moody's and Dominion after the date hereof.

(h) *Maintenance of Licenses.* Each of GMACM, the WG Trust, the Issuer and the Depositor, and any successors thereof, shall maintain all licenses, permits, charters and registrations the loss or suspension of which could result in a Material Adverse Change.

(i) *Retirement of Notes.* GMACM, the Issuer and the Depositor shall instruct the Indenture Trustee, upon a retirement or other payment of all of the Notes, to surrender the Policy to the Insurer for cancellation.

(j) [RESERVED.]

(k) *Third-Party Beneficiary.* Each of GMACM, the WG Trust, the Issuer and the Depositor agrees that the Insurer shall have all rights provided to the Insurer in the Operative Documents and that the Insurer shall constitute a third-party beneficiary with respect to such rights in respect of the Operative Documents and hereby incorporates and restates its representations, warranties and covenants as set forth therein for the benefit of the Insurer; *provided, however*, that the remedy for any breach of a representation and warranty of GMACM or the WG Trust in Section 3.1 of the Mortgage Loan Purchase

Agreement and the remedy with respect to any defective Mortgage Loans under Section 3.1 of the Mortgage Loan Purchase Agreement shall be limited to the remedies specified in the Mortgage Loan Purchase Agreement.

(l) *Servicing of Mortgage Loans.* All Mortgage Loans will be serviced in all material respects in compliance with the Servicing Agreement and the Indenture, and GMACM, as Servicer, agrees that the Servicing Agreement shall provide that GMACM's obligations under this Insurance Agreement shall be binding on any successor Servicers thereunder but only to the extent of GMACM's obligations as Servicer under the Servicing Agreement and from the effective time of any such succession.

(m) *Closing Documents.* GMACM, the Issuer and the Depositor shall provide or cause to be provided to the Insurer an executed original copy of each document executed in connection with the Transaction within 60 days after the Closing Date.

(n) *Custodial Account.* Monies on deposit in the Custodial Account shall be invested in Permitted Investments maturing as provided in the Servicing Agreement, and monies on deposit in the Note Payment Account shall be invested in Permitted Investments maturing as provided in the Indenture.

(o) *Corporate Formalities.* Each of GMACM, the WG Trust, the Issuer and the Depositor shall observe all the formalities necessary to preserve its corporate or trust existence, as applicable, under the laws of the State of its formation, including, as applicable, (i) the obligation to hold annual meetings of its beneficial owners, shareholders or its board of directors and (ii) the obligation to prepare and file annual income, franchise and other tax returns.

(p) *Due Diligence.* The Insurer shall have the right, so long as any of the Notes remains outstanding, to conduct an ongoing review of GMACM's practices as Servicer through reviews of the Mortgage Loans, reappraisals of Mortgaged Properties and reviews of servicing practices. Such ongoing due diligence shall be conducted at the expense of the Insurer and in a reasonable manner convenient to both GMACM and the Insurer.

GMACM shall use its best efforts to cause the Issuer, the WG Trust and the Depositor to observe the provisions of this Section 2.02.

Section 2.03. Negative Covenants of GMACM, the WG Trust, the Issuer and the Depositor.

Each of GMACM, the WG Trust, the Issuer and the Depositor hereby agrees that during the term of this Insurance Agreement, unless the Insurer shall otherwise expressly consent in writing:

(a) *Impairment of Rights.* Neither GMACM, the WG Trust, the Issuer or the Depositor shall take any action, or fail to take any action, if such action or failure to take action may result in a Material Adverse Change with respect to GMACM, the WG Trust, the Issuer or the Depositor, nor interfere in any material respect with the enforcement of

any rights of the Insurer under or with respect to any of the Operative Documents or the Policy. GMACM, the WG Trust, the Issuer and the Depositor shall give the Insurer written notice of any such action or, to the best of the knowledge of any of GMACM, the WG Trust, the Issuer or the Depositor, any such failure to act on the earlier of: (i) the date upon which any publicly available filing or release is made with respect to such action or failure to act and (ii) promptly prior to the date of consummation of such action or failure to act. Each of GMACM, the WG Trust, the Issuer and the Depositor shall furnish to the Insurer all information reasonably requested by the Insurer that is necessary to determine compliance with this paragraph.

(b) *Waiver, Amendments, Etc.* Neither GMACM, the WG Trust, the Issuer or the Depositor shall modify, waive or amend, or consent to any modification, waiver or amendment of, any of the terms, provisions or conditions of the Operative Documents to which it is a party (other than any amendment to the Offering Document required by law) without the prior written consent of the Insurer thereto, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) *Limitation on Mergers, Etc.* None of GMACM, the WG Trust, the Issuer and the Depositor shall consolidate with or merge with or into any Person or transfer all or substantially all of its assets to any Person or liquidate or dissolve except as provided in the Operative Documents or as permitted hereby. GMACM, the WG Trust, the Issuer and the Depositor shall furnish to the Insurer all information requested by the Insurer that is reasonably necessary to determine compliance with this paragraph.

(d) *Successors.* Neither GMACM, the WG Trust, the Issuer or the Depositor shall terminate or designate, or consent to the termination or designation of, any successor Servicer, Paying Agent, Custodian, Indenture Trustee or Owner Trustee without the prior written approval of the Insurer, which approval shall not be unreasonably withheld, conditioned or delayed.

GMACM shall use its best efforts to cause the Issuer, the WG Trust and the Depositor to observe the provisions of this Section 2.03.

Section 2.04. Representations, Warranties and Covenants of the Insurer.

The Insurer represents, warrants and covenants to the Indenture Trustee, GMACM, the WG Trust, the Issuer and the Depositor as follows:

(a) *Organization and Licensing.* The Insurer is a duly organized and validly existing New York stock insurance company duly qualified to conduct an insurance business in the State of New York and in any other jurisdiction where qualification may be necessary to accomplish the Transaction.

(b) *Corporate Power.* The Insurer has the corporate power and authority to issue the Policy and execute and deliver this Insurance Agreement and to perform all of its obligations hereunder and thereunder.

(c) *Authorization; Approvals.* Proceedings legally required for the issuance and execution of the Policy and the execution, delivery and performance of this Insurance Agreement have been taken and licenses, orders, consents or other authorizations or approvals of any governmental boards or bodies legally required for the enforceability of the Policy and the conduct by the Insurer of the business and activities contemplated by the Transaction have been obtained; any proceedings not taken and any licenses, authorizations or approvals not obtained are not material to the enforceability of the Policy.

(d) *Enforceability.* The Policy, when issued, and this Insurance Agreement will each constitute a legal, valid and binding obligation of the Insurer, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium, receivership and other similar laws affecting creditors' rights generally and to general principles of equity and subject to principles of public policy limiting the right to enforce the indemnification provisions contained therein and herein, insofar as such provisions relate to indemnification for liabilities arising under federal securities laws.

(e) *Financial Information.* The balance sheet of the Insurer as of December 31, 2002, and the related statements of income, stockholder's equity and cash flows for those years, and the accompanying notes, which appear in the Form 8-K of the Depositor, together with an opinion thereon of KPMG LLP, independent certified public accountants, a copy of which is incorporated by reference into the registration statement relating to the Offering Document, fairly present in all material respects the financial condition of the Insurer as of such date and for the period covered by such statements in accordance with generally accepted accounting principles consistently applied. The balance sheets of the Insurer as of December 31, 2003 and December 31, 2004, and for the year ended December 31, 2004 and for the periods from December 18, 2003 through December 31, 2003, and from January 1, 2003 through December 17, 2003, and the related statements of income and cash flows for the periods, and the accompanying footnotes, which appear in the Form 8-K of the Depositor, together with an opinion thereon of Ernst & Young LLP, independent auditors, and are incorporated by reference into the registration statement relating to the Offering Document and have been delivered to GMACM, present fairly in all material respects the financial condition of the Insurer as of such date and for such periods in accordance with generally accepted accounting principles consistently applied. The balance sheet of the Insurer as of March 31, 2005 and the related statements of income and cash flows for the three-month periods ended March 31, 2005 and the accompanying footnotes, which appear in the Form 8-K of the Depositor, are referred to in the Offering Document have been delivered to GMACM and present fairly in all material respects the financial condition of the Insurer as of such date and for such three-month period in accordance with generally accepted accounting principles consistently applied. Since March 31, 2005, there has been no material change in such financial condition of the Insurer that would materially and adversely affect its ability to perform its obligations under the Policy.

(f) *Insurer Information.* The Insurer Information is true and correct in all material respects and does not contain any untrue statement of a material fact.

(g) *No Litigation.* There are no actions, suits, proceedings or investigations pending or, to the best of the Insurer's knowledge, threatened against it at law or in equity or before or by any court, governmental agency, board or commission or any arbitrator which, if decided adversely, would materially and adversely affect its ability to perform its obligations under the Policy or this Insurance Agreement.

(h) *Confidential Information.* The Insurer agrees that it shall comply with the terms of that certain Confidentiality Agreement.

(i) *Compliance with Law, Etc.* No practice, procedure or policy employed, or proposed to be employed, by the Insurer in the conduct of its business violates any law, regulation, judgment, agreement, order or decree applicable to the Insurer that, if enforced, could result in a Material Adverse Change with respect to the Insurer.

ARTICLE III THE POLICY; REIMBURSEMENT

Section 3.01. Issuance of the Policy.

The Insurer agrees to issue the Policy on the Closing Date subject to satisfaction of the conditions precedent set forth below on or prior to the Closing Date; *provided, however*; that the Insurer, in its sole and absolute discretion, may waive any of the conditions precedent set forth below, by delivering a written waiver relating thereto:

(a) [RESERVED];

(b) *Operative Documents.* The Insurer shall have received a copy of each of the Operative Documents, in form and substance reasonably satisfactory to the Insurer, duly authorized, executed and delivered by each party thereto;

(c) *Certified Documents and Resolutions.* The Insurer shall have received (i) a copy of the applicable organizational documents of GMACM, the WG Trust, the Issuer and the Depositor and (ii) a certificate of the Secretary or Assistant Secretary of GMACM and the Depositor dated the Closing Date stating that attached thereto is a true, complete and correct copy of resolutions duly adopted by the Board of Directors or other governing body, as applicable, of GMACM and the Depositor authorizing the issuance of the Securities, the execution, delivery and performance by GMACM and the Depositor of the Operative Documents to which it is a party and the consummation of the Transaction and that such applicable organizational documents and resolutions are in full force and effect without amendment or modification on the Closing Date;

(d) *Incumbency Certificate.* The Insurer shall have received a certificate of the Secretary or an Assistant Secretary of each of GMACM and the Depositor certifying the names and signatures of the officers of GMACM and the Depositor authorized to execute and deliver the Operative Documents to which it is a party and that shareholder or beneficial owner consent to the execution and delivery of such documents is not necessary or has been obtained;

(e) *Representations and Warranties.* The representations and warranties of GMACM, the WG Trust, the Issuer and the Depositor dated the Closing Date set forth or incorporated by reference in this Insurance Agreement shall be true and correct on and as of the Closing Date as if made on the Closing Date;

(f) *Opinions of Counsel.* The Insurer shall have received all opinions of counsel addressed to any of Moody's, S&P, Dominion, the Indenture Trustee, the Owner Trustee, GMACM, the WG Trust, the Issuer, the Depositor and the Underwriters, in respect of GMACM, the WG Trust, the Issuer and the Depositor or any other parties to the Operative Documents and the Transaction dated the Closing Date in form and substance reasonably satisfactory to the Insurer, addressed to the Insurer and addressing such matters as the Insurer may reasonably request, and the counsel providing each such opinion shall have been instructed by its client to deliver such opinion to the addressees thereof;

(g) *Approvals, Etc.* The Insurer shall have received true and correct copies of all approvals, licenses and consents, if any, including any required approval of the shareholders or beneficial owners, as applicable, of GMACM, the WG Trust, the Issuer and the Depositor, required in connection with the Transaction;

(h) *No Litigation, Etc.* No suit, action or other proceeding, investigation or injunction, or final judgment relating thereto, shall be pending or threatened before any court, governmental or administrative agency or arbitrator in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with any of the Operative Documents or the consummation of the Transaction;

(i) *Legality.* No statute, rule, regulation or order shall have been enacted, entered or deemed applicable by any government or governmental or administrative agency or court that would make the Transaction illegal or otherwise prevent the consummation thereof;

(j) *Satisfaction of Conditions of the Underwriting Agreement.* All conditions in the Underwriting Agreement relating to the Underwriters' obligation, if any, to purchase the Notes shall have been satisfied, without taking into account any waiver by the Underwriters of any condition unless such waiver has been approved by the Insurer. The Insurer shall have received copies of each of the documents, and shall be entitled to rely on each of the documents, required to be delivered to the Underwriters pursuant to the Underwriting Agreement;

(k) *Issuance of Ratings.* The Insurer shall have received confirmation that the Notes insured by the Policy are rated at least "BBB-" by S&P and at least "Baa1" by Moody's without regard to the Policy, and that the Notes, when issued, will be rated "AAA" by S&P and "Aaa" by Moody's.

(l) *No Default.* No Default or Event of Default shall have occurred;

(m) [RESERVED];

(n) *Satisfactory Documentation.* The Insurer and its counsel shall have reasonably determined that all documents, certificates and opinions to be delivered in connection with the Securities conform to the terms of the Indenture, the Trust Agreement, the Registration Statement, the Offering Document and this Insurance Agreement; and

(o) *Indemnification Letter.* The Insurer shall have received from the Underwriters an indemnification letter or agreement with respect to securities law matters in form and substance reasonably satisfactory to the Insurer.

Section 3.02. Payment of Fees and Premium.

(a) *Legal and Accounting Fees; Fees for Loan File Review.* GMACM shall pay or cause to be paid to the Insurer, at the Closing Date, legal fees, due diligence expenses and accounting fees in the aggregate amount not to exceed \$29,000

(b) *Rating Agency Fees.* GMACM shall promptly pay the initial fees of S&P, Moody's and Dominion with respect to the Notes and the Transaction following receipt of a statement with respect thereto. All periodic and subsequent fees of S&P, Moody's or Dominion with respect to, and directly allocable to, the Notes shall be for the account of, and shall be billed to, GMACM. The fees for any other rating agency shall be paid by the party requesting such other agency's rating unless such other agency is a substitute for S&P, Moody's or Dominion in the event that S&P, Moody's or Dominion is no longer rating the Notes, in which case the fees for such agency shall be paid by GMACM.

(c) [Reserved].

(d) *Premium.*

(i) In consideration of the issuance by the Insurer of the Policy, the Insurer shall be entitled to receive the Premium for the Policy, as and when due on each Payment Date in accordance with and from the funds in respect of the Mortgage Loans. The Premium due on each Payment Date in respect of the Policy shall be an amount equal to 1/12th of the product of (i) the Premium Percentage and (ii) the aggregate Note Balance of the Notes on the prior Payment Date (after giving effect to any distributions to be made on such Payment Date); provided that on the First Payment Date, the Premium will be equal the product of the (i) Premium Percentage converted to a daily rate and (ii) the aggregate Note Balance of the Notes as of the Closing Date and (iii) the number of days from and including the Closing Date to and including the first Payment Date.

(ii) The Premiums paid under the Indenture in respect of the Policy shall be nonrefundable without regard to whether the Insurer makes any payment under the Policy or any other circumstances relating to any Notes or provision being made for payment of any Notes prior to maturity.

Section 3.03. Reimbursement Obligation.

(a) As and when due in accordance with and from the funds specified in Section 3.05(a) of the Indenture, the Insurer shall be entitled to reimbursement for any payment made by the Insurer under the Policy, which reimbursement shall be due and payable on the date that any amount is paid thereunder, in an amount equal to the amount to be so paid and all amounts previously paid that remain unreimbursed, together with interest on any and all such amounts remaining unreimbursed (to the extent permitted by law, if in respect of any unreimbursed amounts representing interest) from the date such amounts became due until paid in full (after as well as before judgment), at a rate of interest equal to the Late Payment Rate.

(b) GMACM agrees to pay to the Insurer as follows: anything in Sections 2.01(l), 2.02(k) and 3.03(a) or in any Operative Document to the contrary notwithstanding, the Insurer shall be entitled to reimbursement from GMACM and shall have full recourse against GMACM for (i) any payment made under the Policy arising as a result of GMACM's or the WG Trust's failure to substitute for or deposit an amount in respect of any defective Mortgage Loan as required pursuant to Section 3.1 of the Mortgage Loan Purchase Agreement, together with interest on any and all such amounts remaining unreimbursed (to the extent permitted by law, if in respect of any such unreimbursed amounts representing interest) from the date such amounts became due until paid in full (after as well as before judgment), at a rate of interest equal to the Late Payment Rate, and (ii) any payment made under the Policy arising as a result of (A) GMACM's or the WG Trust's failure to pay or deposit any amount required to be paid or deposited pursuant to the Operative Documents or (B) GMACM's or the WG Trust's failure to honor any demand made by the Indenture Trustee under Section 3.12 of the Indenture in accordance with the terms thereof, together with interest on any and all such amounts remaining unreimbursed (to the extent permitted by law, if in respect to any such unreimbursed amounts representing interest) from the date such amounts became due until paid in full (after as well as before judgment), at a rate of interest equal to the Late Payment Rate.

(c) GMACM agrees to pay to the Insurer any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur, including reasonable attorneys' and accountants' fees and expenses, in connection with (i) the enforcement, defense or preservation of any rights in respect of any of the Operative Documents, including defending, monitoring or participating in any litigation or proceeding (including any insolvency proceeding in respect of any Transaction participant or any affiliate thereof) relating to any of the Operative Documents, any party to any of the Operative Documents (in its capacity as such a party) or the Transaction or (ii) any amendment, waiver or other action with respect to, or related to, any Operative Document, whether or not executed or completed. Provided that three Business Days written notice of the intended payment or incurrence shall have been given to GMACM by the Insurer, such reimbursement shall be due on the dates on which such charges, fees, costs or expenses are paid or incurred by the Insurer.

(d) GMACM agrees to pay to the Insurer interest on any and all amounts described in subsections 3.03(b), 3.03(c) and 3.03(e) and Sections 3.02 and 3.04 from the date such amounts become due or, in the case of subsections 3.02(b) or 3.03(c) or Section 3.04, are incurred or paid by the Insurer until payment thereof in full (after as well as before judgment), at the Late Payment Rate.

(e) GMACM agrees to reimburse the Insurer for any payments made by the Insurer under the Policy that were made in connection with a failure by GMACM or the WG Trust to make any required payments or distributions under any Operative Documents. Any such reimbursement shall be payable by GMACM on the date any such payment is made by the Insurer.

Section 3.04. Indemnification.

(a) In addition to any and all of the Insurer's rights of reimbursement, indemnification, subrogation and to any other rights of the Insurer pursuant hereto or under law or in equity, GMACM, the WG Trust, the Issuer and the Depositor agree, jointly and severally, to pay, and to protect, indemnify and save harmless, the Insurer and its officers, directors, shareholders, employees, agents and each Person, if any, who controls the Insurer within the meaning of either Section 15 of the Securities Act or Section 20 of the Securities Exchange Act from and against, any and all claims, losses, liabilities (including penalties), actions, suits, judgments, demands, damages, costs or expenses (including reasonable fees and expenses of attorneys, consultants and auditors and reasonable costs of investigations) of any nature arising out of or relating to the breach by GMACM, the WG Trust, the Issuer or the Depositor of any of the representations or warranties contained in Section 2.01 or arising out of or relating to the transactions contemplated by the Operative Documents by reason of:

(i) any omission or action (other than of or by the Insurer) in connection with the offering, issuance or delivery of the Securities by GMACM, the WG Trust, the Depositor, the Owner Trustee or the Indenture Trustee;

(ii) the negligence, bad faith, willful misconduct, misfeasance, malfeasance or theft committed by any director, officer, employee or agent of GMACM, the WG Trust, the Depositor, the Owner Trustee or the Indenture Trustee in connection with any Transaction arising from or relating to the Operative Documents;

(iii) the violation by GMACM, the WG Trust, the Issuer or the Depositor of any domestic or foreign law, rule or regulation, or any judgment, order or decree applicable to it, which violation reasonably could result in a Material Adverse Change;

(iv) the breach by GMACM, the WG Trust, the Issuer or the Depositor of any representation, warranty (other than a representation or warranty in respect of the Mortgage Loans under Section 3.1 of the Mortgage Loan Purchase Agreement) or covenant under any of the Operative Documents to which it is a

party or the occurrence, in respect of GMACM, the WG Trust, the Issuer or the Depositor, under any of the Operative Documents of any “event of default” or any event which, with the giving of notice or the lapse of time or both, would constitute any “event of default”; or

(v) any untrue statement or alleged untrue statement of a material fact contained in the Offering Document or the Registration Statement or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, except insofar as such claims, losses, liabilities (including penalties), actions, suits, judgments, demands, damages, costs or expenses (including reasonable fees and expenses of attorneys, consultants and auditors and reasonable costs of investigations) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact or omission or alleged omission of a material fact in information included in the Insurer Information.

(b) The Insurer agrees to pay, and to protect, indemnify and save harmless, GMACM, WG, the Issuer and the Depositor and their respective officers, directors, shareholders, employees, agents and each Person, if any, who controls GMACM, the WG Trust, the Issuer and the Depositor within the meaning of either Section 15 of the Securities Act or Section 20 of the Securities Exchange Act from and against, any and all claims, losses, liabilities (including penalties), actions, suits, judgments, demands, damages, costs or expenses (including reasonable fees and expenses of attorneys, consultants and auditors and reasonable costs of investigations) of any nature arising out of or by reason of (i) any untrue statement or alleged untrue statement of a material fact contained in the Insurer Information or any omission or alleged omission to state in the Insurer Information a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, (ii) any failure of the Insurer to make a payment required to be made under the Policy or (iii) a breach of any of the representations and warranties of the Insurer contained in Section 2.04.

(c) If any action or proceeding (including any governmental investigation) shall be brought or asserted against any Person (individually, an “Indemnified Party” and, collectively, the “Indemnified Parties”) in respect of which the indemnity provided in Section 3.04(a) or (b) may be sought from GMACM, the WG Trust, the Issuer or the Depositor, on the one hand, or the Insurer, on the other (each, an “Indemnifying Party”) hereunder, each such Indemnified Party shall promptly notify the Indemnifying Party in writing, and the Indemnifying Party shall assume the defense thereof, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of all expenses. The omission so to notify the Indemnifying Party will not relieve it from any liability which it may have to any Indemnified Party except to the extent the Indemnifying Party is prejudiced by such failure. The Indemnified Party shall have the right to employ separate counsel in any such action and to participate in the defense thereof at the expense of the Indemnified Party; provided, however, that the fees and expenses of such separate counsel shall be at the expense of the Indemnifying Party if (i)

the Indemnifying Party has agreed to pay such fees and expenses, (ii) the Indemnifying Party shall have failed within a reasonable period of time to assume the defense of such action or proceeding and employ counsel reasonably satisfactory to the Indemnified Party in any such action or proceeding or (iii) the named parties to any such action or proceeding (including any impleaded parties) include both the Indemnified Party and the Indemnifying Party, and the Indemnified Party shall have been advised by counsel that there may be one or more legal defenses available to it which are different from or additional to those available to the Indemnifying Party (in which case, if the Indemnified Party notifies the Indemnifying Party in writing that it elects to employ separate counsel at the expense of the Indemnifying Party, the Indemnifying Party shall not have the right to assume the defense of such action or proceeding on behalf of such Indemnified Party, it being understood, however, that the Indemnifying Party shall not, in connection with any one such action or proceeding or separate but substantially similar or related actions or proceedings in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys at any time for the Indemnified Parties, which firm shall be designated in writing by the Indemnified Party and shall be reasonably satisfactory to the Indemnifying Party). The Indemnifying Party shall not be liable for any settlement of any such action or proceeding effected without its written consent, which consent shall not be unreasonably withheld, conditioned or delayed, but, if settled with its written consent, or if there is a final judgment for the plaintiff in any such action or proceeding with respect to which the Indemnifying Party shall have received notice in accordance with this subsection (c), the Indemnifying Party agrees to indemnify and hold the Indemnified Parties harmless from and against any loss or liability by reason of such settlement or judgment.

(d) To provide for just and equitable contribution if the indemnification provided by the Indemnifying Party is determined to be unavailable or insufficient to hold harmless any Indemnified Party (other than due to application of this Section), each Indemnifying Party shall contribute to the losses incurred by the Indemnified Party on the basis of the relative fault of the Indemnifying Party, on the one hand, and the Indemnified Party, on the other hand.

Section 3.05. Payment Procedure.

In the event of any payment by the Insurer, the Indenture Trustee, GMACM, the WG Trust, the Issuer and the Depositor agree to accept the voucher or other evidence of payment as prima facie evidence of the propriety thereof and the liability, if any, described in Section 3.03 therefor to the Insurer. All payments to be made to the Insurer under this Insurance Agreement shall be made to the Insurer in lawful currency of the United States of America in immediately available funds at the notice address for the Insurer as specified in the Indenture on the date when due or as the Insurer shall otherwise direct by written notice to the other parties hereto. In the event that the date of any payment to the Insurer or the expiration of any time period hereunder occurs on a day that is not a Business Day, then such payment or expiration of time period shall be made or occur on the next succeeding Business Day with the same force and effect as if such payment was made or time period expired on the scheduled date of payment or expiration date.

Section 3.06. Joint and Several Liability.

GMACM, the WG Trust, the Issuer and the Depositor shall be jointly and severally liable for all amounts due and payable to the Insurer hereunder by any such parties.

**ARTICLE IV
FURTHER AGREEMENTS**

Section 4.01. Effective Date; Term of the Insurance Agreement.

This Insurance Agreement shall take effect on the Closing Date and shall remain in effect until the later of (a) such time as the Insurer is no longer subject to a claim under the Policy and the Policy shall have been surrendered to the Insurer for cancellation and (b) all amounts payable to the Insurer by GMACM, the WG Trust, the Issuer or the Depositor hereunder or from any other source hereunder or under the Operative Documents or the Policy and all amounts payable under the Notes have been paid in full; provided, however, that the provisions of Sections 3.02, 3.03 and 3.04 hereof shall survive any termination of this Insurance Agreement.

Section 4.02. Further Assurances and Corrective Instruments.

(a) Except at such times as a default in payment under the Policy shall exist or shall have occurred, none of GMACM, the WG Trust, the Issuer or the Depositor nor the Owner Trustee shall grant any waiver of rights under any of the Operative Documents to which any of them is a party without the prior written consent of the Insurer, which shall not be unreasonably withheld, conditioned or delayed and any such waiver without prior written consent of the Insurer shall be null and void and of no force or effect.

(b) To the extent permitted by law, each of GMACM, the WG Trust, the Issuer and the Depositor agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as the Insurer may reasonably request and as may be required in the Insurer's reasonable judgment to effectuate the intention of or facilitate the performance of this Insurance Agreement.

Section 4.03. Obligations Absolute.

(a) So long as no Enhancer Default shall have occurred and shall have continued beyond any period of cure applicable thereto, the obligations of GMACM, the WG Trust, the Issuer and the Depositor hereunder shall be absolute and unconditional and shall be paid or performed strictly in accordance with this Insurance Agreement under all circumstances irrespective of:

(i) any lack of validity or enforceability of, or any amendment or other modifications of, or waiver, with respect to any of the Operative Documents or the Securities that have not been approved by the Insurer;

(ii) any exchange or release of any other obligations hereunder;

(iii) the existence of any claim, setoff, defense, reduction, abatement or other right that GMACM, the WG Trust, the Issuer or the Depositor may have at any time against the Insurer or any other Person;

(iv) any document presented in connection with the Policy proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect;

(v) any payment by the Insurer under the Policy against presentation of a certificate or other document that does not strictly comply with terms of the Policy;

(vi) any failure of GMACM, the WG Trust, the Issuer or the Depositor to receive the proceeds from the sale of the Securities; and

(vii) any other circumstances, other than payment in full, that might otherwise constitute a defense available to, or discharge of, GMACM, the WG Trust, the Issuer or the Depositor in respect of any Operative Document.

(b) So long as no Credit Enhancer Default shall have occurred and shall have continued beyond any period of cure applicable thereto, GMACM, the WG Trust, the Issuer and the Depositor and any and all others who are now or may become liable for all or part of the obligations of GMACM, the WG Trust, the Issuer or the Depositor under this Insurance Agreement renounce the right to assert as a defense to the performance of their respective obligations each of the following: (i) to the extent permitted by law, any and all redemption and exemption rights and the benefit of all valuation and appraisal privileges against the indebtedness and obligations evidenced by any Operative Document or by any extension or renewal thereof; (ii) presentment and demand for payment, notices of nonpayment and of dishonor, protest of dishonor and notice of protest; (iii) all notices in connection with the delivery and acceptance hereof and all other notices in connection with the performance, default or enforcement of any payment hereunder, except as required by the Operative Documents; and (iv) all rights of abatement, diminution, postponement or deduction, or to any defense other than payment, or to any right of setoff or recoupment arising out of any breach under any of the Operative Documents, by any party thereto or any beneficiary thereof, or out of any obligation at any time owing to GMACM, the WG Trust, the Issuer or the Depositor.

(c) GMACM, the WG Trust, the Issuer and the Depositor and any and all others who are now or may become liable for all or part of the obligations of GMACM, the WG Trust, the Issuer or the Depositor under this Insurance Agreement agree to be bound by this Insurance Agreement and (i) agree that any consent, waiver or forbearance hereunder with respect to an event shall operate only for such event and not for any subsequent event; (ii) consent to any and all extensions of time that may be granted by the Insurer with respect to any payment hereunder or other provisions hereof and to the release of any security at any time given for any payment hereunder, or any part thereof, with or without substitution, and to the release of any Person or entity liable for any such payment; and (iii) consent to the addition of any and all other makers, endorsers,

guarantors and other obligors for any payment hereunder, and to the acceptance of any and all other security for any payment hereunder, and agree that the addition of any such obligors or security shall not affect the liability of the parties hereto for any payment hereunder.

(d) Nothing herein shall be construed as prohibiting GMACM, the WG Trust, the Issuer or the Depositor from pursuing any rights or remedies it may have against any Person in a separate legal proceeding.

Section 4.04. Assignments; Reinsurance; Third-Party Rights.

(a) This Insurance Agreement shall be a continuing obligation of the parties hereto and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Each of GMACM, the WG Trust, the Issuer and the Depositor may not assign its rights under this Insurance Agreement or the Policy, or delegate any of its duties hereunder, without the prior written consent of the Insurer. Any assignments made in violation of this Insurance Agreement shall be null and void.

(b) The Insurer shall have the right to give participations in its rights under this Insurance Agreement and to enter into contracts of reinsurance with respect to the Policy upon such terms and conditions as the Insurer may in its discretion determine; *provided, however*, that no such participation or reinsurance agreement or arrangement shall relieve the Insurer of any of its obligations hereunder or under the Policy.

(c) Except as provided herein with respect to participants and reinsurers, nothing in this Insurance Agreement shall confer any right, remedy or claim, express or implied, upon any Person, including, particularly, any Holder, other than the Insurer against GMACM, the WG Trust, the Issuer or the Depositor, or GMACM, the WG Trust, the Issuer or the Depositor against the Insurer and all the terms, covenants, conditions, promises and agreements contained herein shall be for the sole and exclusive benefit of the parties hereto and their successors and permitted assigns. Neither the Indenture Trustee nor any Holder shall have any right to payment from any Premiums paid or payable hereunder or under the Indenture or from any amounts paid by GMACM pursuant to Sections 3.02 or 3.03.

Section 4.05. Liability of the Insurer.

Neither the Insurer nor any of its officers, directors or employees shall be liable or responsible for: (a) the use that may be made of the Policy by the Indenture Trustee or for any acts or omissions of the Indenture Trustee in connection therewith; or (b) the validity, sufficiency, accuracy or genuineness of documents delivered to the Insurer in connection with any claim under the Policy, or of any signatures thereon, even if such documents or signatures should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged (unless the Insurer shall have actual knowledge thereof). In furtherance and not in limitation of the foregoing, the Insurer may accept documents that appear on their face to be in order, without responsibility for further investigation.

Section 4.06. Annual Servicing Audit and Certification.

The annual servicing audit required pursuant to Section 3.11 of the Servicing Agreement shall be performed by an independent third party reasonably acceptable to the Insurer. Any one of the four major nationally recognized firms of independent public accountants is deemed to be acceptable.

**ARTICLE V
DEFAULTS AND REMEDIES**

Section 5.01. Defaults.

The occurrence of any of the following shall constitute an Event of Default hereunder:

(a) Any representation or warranty made by GMACM, the WG Trust, the Issuer or the Depositor hereunder or under the Operative Documents, or in any certificate furnished hereunder or under the Operative Documents, shall prove to be untrue or incomplete in any material respect;

(b) (i) GMACM, the WG Trust, the Issuer or the Depositor shall fail to pay when due any amount payable by GMACM, the WG Trust, the Issuer or the Depositor hereunder or (ii) a legislative body has enacted any law that declares or a court of competent jurisdiction shall find or rule that this Insurance Agreement or any other Operative Document is not valid and binding on GMACM, the WG Trust, the Issuer or the Depositor, provided that, with respect to any law or judicial action within the scope of this clause (ii), GMACM, the WG Trust, the Issuer and the Depositor shall have 30 days to reinstate the binding effect of this Insurance Agreement or any other Operative Document; the Insurer agrees to take such actions as may be reasonably requested of it to facilitate the reinstatement of such binding effect;

(c) The occurrence and continuance of an “event of default”, or any event which given the lapse of time or notice would constitute an “event of default”, under any Operative Document;

(d) Any failure on the part of GMACM, the WG Trust, the Issuer or the Depositor duly to observe or perform in any material respect any other of the covenants or agreements on the part of GMACM, the WG Trust, the Issuer or the Depositor contained in this Insurance Agreement (other than the covenants or agreements contained in Sections 2.02(a), 2.02(l) and 2.02(n)) which continues unremedied for a period of 30 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to GMACM by the Insurer (with a copy to the Indenture Trustee) or by the Indenture Trustee (with a copy to the Insurer);

(e) A decree or order of a court or agency or supervisory authority having jurisdiction in the premises in an involuntary case under any present or future federal or state bankruptcy, insolvency or similar law or the appointment of a conservator or receiver or liquidator or other similar official in any bankruptcy, insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings, or for the winding-up

or liquidation of its affairs, shall have been entered against GMACM, the WG Trust, or the Depositor and such decree or order shall have remained in force undischarged or unstayed for a period of 90 consecutive days;

(f) GMACM, the WG Trust, or the Depositor shall consent to the appointment of a conservator or receiver or liquidator or other similar official in any bankruptcy, insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings of or relating to GMACM, the WG Trust, or the Depositor or of or relating to all or substantially all of their respective property;

(g) GMACM, the WG Trust, or the Depositor shall become insolvent or admit in writing its inability to pay its debts generally as they become due, file a petition to take advantage of or otherwise voluntarily commence a case or proceeding under any applicable bankruptcy, insolvency, reorganization or other similar statute, make an assignment for the benefit of its creditors or voluntarily suspend payment of its obligations; or

(h) The Issuer shall become subject to an entity level tax or to registration as an investment company under the Investment Company Act.

Section 5.02. Remedies; No Remedy Exclusive.

(a) Upon the occurrence of an Event of Default, the Insurer may exercise any one or more of the rights and remedies set forth below:

(i) declare all indebtedness of every type or description then owed by GMACM, the WG Trust, the Issuer or the Depositor to the Insurer with respect to this Residential Asset Mortgage Products, Inc. GMACM Home Equity Loan-Backed Notes, Series 2005-HE2 transaction to be immediately due and payable, and the same shall thereupon be immediately due and payable;

(ii) exercise any rights and remedies under the Trust Agreement in accordance with the terms thereof or direct the Owner Trustee to exercise such remedies in accordance with the terms of the Trust Agreement;

(iii) exercise any rights and remedies under the Indenture in accordance with the terms thereof or direct the Indenture Trustee to exercise such remedies in accordance with the terms of the Indenture;

(iv) exercise any rights and remedies under the Servicing Agreement in accordance with the terms thereof or direct the Servicer to exercise such remedies in accordance with the terms of the Servicing Agreement;

(v) exercise any rights and remedies under the Mortgage Loan Purchase Agreement in accordance with the terms thereof or direct the appropriate party to exercise such remedies in accordance with the terms thereof; or

(vi) take whatever action at law or in equity as may appear necessary or desirable in its judgment to collect the amounts, if any, then due under this Insurance Agreement or any other Operative Document or to enforce performance and observance of any obligation, agreement or covenant of GMACM, the WG Trust, the Issuer or the Depositor under this Insurance Agreement or any other Operative Documents.

(b) Unless otherwise expressly provided, no remedy herein conferred or reserved is intended to be exclusive of any other available remedy, but each remedy shall be cumulative and shall be in addition to other remedies given under this Insurance Agreement, the Indenture or existing at law or in equity. No delay or omission to exercise any right or power accruing under this Insurance Agreement or the Indenture upon the happening of any event set forth in Section 5.01 shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Insurer to exercise any remedy reserved to the Insurer in this Article, it shall not be necessary to give any notice, other than such notice as may be required by this Article.

Section 5.03. Waivers.

(a) No failure by the Insurer to exercise, and no delay by the Insurer in exercising, any right hereunder shall operate as a waiver thereof. The exercise by the Insurer of any right hereunder shall not preclude the exercise of any other right, and the remedies provided herein to the Insurer are declared in every case to be cumulative and not exclusive of any remedies provided by law or equity.

(b) The Insurer shall have the right, to be exercised in its complete discretion, to waive any Event of Default hereunder, by a writing setting forth the terms, conditions and extent of such waiver signed by the Insurer and delivered to GMACM. Unless such writing expressly provides to the contrary, any waiver so granted shall extend only to the specific event or occurrence which gave rise to the Event of Default so waived and not to any other similar event or occurrence which occurs subsequent to the date of such waiver.

ARTICLE VI MISCELLANEOUS

Section 6.01. Amendments, Etc.

This Insurance Agreement may be amended, modified, supplemented or terminated only by written instrument or written instruments signed by the parties hereto. GMACM agrees to provide a copy of any amendment to this Insurance Agreement promptly to the Indenture Trustee and each Rating Agency. No act or course of dealing shall be deemed to constitute an amendment, modification, supplement or termination hereof.

Section 6.02. Notices.

All demands, notices and other communications to be given hereunder shall be in writing (except as otherwise specifically provided herein) and shall be mailed by registered mail or personally delivered and telecopied to the recipient as follows:

(a) To the Insurer:

Financial Guaranty Insurance Company
125 Park Avenue
New York, New York 10017
Attention: Research and Risk Management
Facsimile: 212-312-3215
Confirmation: (800) 352-0001
E-mail: SFSurveillance@fgic.com

(in each case in which notice or other communication to the Insurer refers to an Event of Default, a claim on the Policy or with respect to which failure on the part of the Insurer to respond shall be deemed to constitute consent or acceptance, then a copy of such notice or other communication should also be sent to the attention of the general counsel of each of the Insurer, GMACM, the WG Trust, the Depositor and the Indenture Trustee and, in all cases, both any original and all copies shall be marked to indicate "URGENT MATERIAL ENCLOSED.")

(b) To GMACM:

GMAC Mortgage Corporation
100 Witmer Road
Horsham, Pennsylvania 19044
Attention: Chief Financial Officer
Facsimile: (215) 682-1515
Confirmation: (215) 682-1000

Notice to GMACM shall also constitute notice to the WG Trust, the Issuer and the Depositor to the extent the party providing such notice is required to provide notice to all such parties (in each case in which notice or other communication to GMACM refers to an Event of Default, a claim against GMACM, the WG Trust, the Issuer or the Depositor or with respect to which failure on the part of GMACM, the WG Trust, the Issuer or the Depositor to respond shall be deemed to constitute consent or acceptance, then a copy of such notice or other communication should also be sent to the attention of the general counsel of each of the Insurer, GMACM and the Indenture Trustee and, in all cases, both any original and all copies shall be marked to indicate "URGENT MATERIAL ENCLOSED.").

(c) To the Indenture Trustee, at its Corporate Trust Office, with a copy to:

Wells Fargo Bank, N.A.

9062 Old Annapolis Road
Columbia, Maryland 21045-1951
Attention: Corporate Trust Services - GMACM - 2005-HE2
Facsimile: (410) 715-2380
Confirmation: (410) 884-2000

A party may specify an additional or different address or addresses by writing mailed or delivered to the other parties as aforesaid. All such notices and other communications shall be effective upon receipt.

Section 6.03. Severability.

In the event that any provision of this Insurance Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, the parties hereto agree that such holding shall not invalidate or render unenforceable any other provision hereof. The parties hereto further agree that the holding by any court of competent jurisdiction that any remedy pursued by any party hereto is unavailable or unenforceable shall not affect in any way the ability of such party to pursue any other remedy available to it.

Section 6.04. Governing Law.

This Insurance Agreement shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to the conflict of laws provisions thereof other than section 5-1401 and 5-1402 of the General Obligations Law, which the Parties hereto expressly rely upon in the choice of governing law hereunder).

Section 6.05. Consent to Jurisdiction.

(a) The parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the United States District Court for the Southern District of New York and any court in the State of New York located in the City and County of New York, and any appellate court from any thereof, in any action, suit or proceeding brought against it and to or in connection with any of the Operative Documents, the Policy or the Transaction or for recognition or enforcement of any judgment, and the parties hereto hereby irrevocably and unconditionally agree that all claims in respect of any such action or proceeding may be heard or determined in such New York state court or, to the extent permitted by law, in such federal court. The parties hereto agree that a final unappealable judgment in any such action, suit or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent permitted by applicable law, the parties hereto hereby waive and agree not to assert by way of motion, as a defense or otherwise in any such suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that the related documents or the subject matter thereof may not be litigated in or by such courts.

(b) To the extent permitted by applicable law, the parties hereto shall not seek and hereby waive the right to any review of the judgment of any such court by any court of any other nation or jurisdiction which may be called upon to grant an enforcement of such judgment.

(c) Service on GMACM, the WG Trust, the Issuer or the Depositor may be made by mailing or delivering copies of the summons and complaint and other process which may be served in any suit, action or proceeding to the Servicer addressed as follows: GMAC Mortgage Corporation, 100 Witmer Road, Horsham, Pennsylvania 19044, Attention: General Counsel. Such address may be changed by the applicable party or parties by written notice to the other parties hereto. The provision of notice to change the address set forth in Section 6.02 shall constitute notice for purposes of the preceding sentence, unless such notice shall expressly state to the contrary.

(d) Nothing contained in this Insurance Agreement shall limit or affect any party's right to serve process in any other manner permitted by law or to start legal proceedings relating to any of the Operative Documents or the Policy against any other party or its properties in the courts of any jurisdiction.

Section 6.06. Consent of the Insurer.

In the event that the consent of the Insurer is required under any of the Operative Documents, the determination whether to grant or withhold such consent shall be made by the Insurer in its sole discretion without any implied duty towards any other Person, except as otherwise expressly provided therein.

Section 6.07. Counterparts.

This Insurance Agreement may be executed in counterparts by the parties hereto, and all such counterparts shall constitute one and the same instrument.

Section 6.08. Headings.

The headings of Articles and Sections and the Table of Contents contained in this Insurance Agreement are provided for convenience only. They form no part of this Insurance Agreement and shall not affect its construction or interpretation.

Section 6.09. Trial by Jury Waived.

Each party hereby waives, to the fullest extent permitted by law, any right to a trial by jury in respect of any litigation arising directly or indirectly out of, under or in connection with any of the Operative Documents or a Policy or any of the transactions contemplated thereunder. Each party hereto (A) certifies that no representative, agent or attorney of any party hereto has represented, expressly or otherwise, that it would not, in the event of litigation, seek to enforce the foregoing waiver and (B) acknowledges that it has been induced to enter into the Operative Documents to which it is a party (or, in the case of a Policy, the Insurer so acknowledges) by, among other things, this waiver.

Section 6.10. Limited Liability.

No recourse hereunder shall be had against, and no personal liability shall attach to, any officer, employee, director, affiliate or shareholder of any party hereto, as such, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise in respect of any of this Insurance Agreement or the Policy, it being expressly agreed and understood that this Insurance Agreement and the Policy are solely corporate obligations of each party hereto, and that any and all personal liability, either at common law or in equity, or by statute or constitution, of every such officer, employee, director, affiliate or shareholder for breaches of any party hereto of any obligations hereunder is hereby expressly waived as a condition of and in consideration for the execution and delivery of this Insurance Agreement.

Section 6.11. Entire Agreement.

This Insurance Agreement and the Policy set forth the entire agreement between the parties with respect to the subject matter hereof and thereof, and this Insurance Agreement supersedes and replaces any agreement or understanding that may have existed between the parties prior to the date hereof in respect of such subject matter.

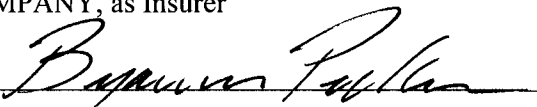
Section 6.12. No Petition.

The Insurer hereby covenants and agrees that it will not at any time institute against the Depositor or the WG Trust, or join in any institution against the Depositor or the WG Trust of, any bankruptcy proceedings under any United States federal or state bankruptcy or similar law in connection with any obligations under this Agreement or any of the other Operative Documents.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, all as of the day and year first above mentioned.

FINANCIAL GUARANTY INSURANCE
COMPANY, as Insurer

By: 
Name: Ben Perlman
Title: Vice President

RESIDENTIAL ASSET MORTGAGE PRODUCTS,
INC., as Depositor

By: _____
Name: _____
Title: _____

GMAC MORTGAGE CORPORATION,
as a Seller and the Servicer

By: _____
Name: _____
Title: _____

GMACM HOME EQUITY LOAN TRUST 2005-HE2,
as Issuer

By: Wilmington Trust Company, not in its individual
capacity but solely as Owner Trustee

By: _____
Name: _____
Title: _____

WALNUT GROVE MORTGAGE LOAN
TRUST 2003-A, as a Seller

By: Wilmington Trust Company, not in its
individual capacity but solely as Owner
Trustee

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, N.A.
as Indenture Trustee

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, all as of the day and year first above mentioned.

FINANCIAL GUARANTY INSURANCE
COMPANY, as Insurer

By: _____

Name: _____

Title: _____

GMAC MORTGAGE CORPORATION,
as a Seller and the Servicer

By: _____

Name: _____

Title: _____

WALNUT GROVE MORTGAGE LOAN
TRUST 2003-A, as a Seller

By: Wilmington Trust Company, not in its
individual capacity but solely as Owner
Trustee

By: _____

Name: _____

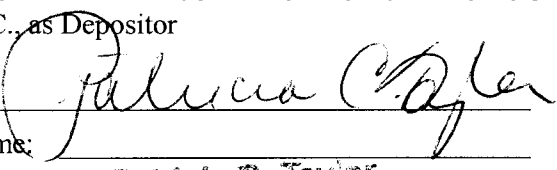
Title: _____

RESIDENTIAL ASSET MORTGAGE PRODUCTS,
INC., as Depositor

By: _____

Name: _____

Title: _____


Patricia C. Taylor
Vice President

GMACM HOME EQUITY LOAN TRUST 2005-HE2,
as Issuer

By: Wilmington Trust Company, not in its individual
capacity but solely as Owner Trustee

By: _____

Name: _____

Title: _____

WELLS FARGO BANK, N.A.
as Indenture Trustee

By: _____

Name: _____

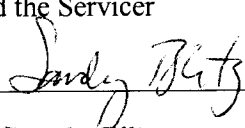
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, all as of the day and year first above mentioned.

FINANCIAL GUARANTY INSURANCE
COMPANY, as Insurer

By: _____
Name: _____
Title: _____

GMAC MORTGAGE CORPORATION,
as a Seller and the Servicer

By: 
Name: **Sandy Blitzer**
Title: **Vice President**

WALNUT GROVE MORTGAGE LOAN
TRUST 2003-A, as a Seller

By: Wilmington Trust Company, not in its
individual capacity but solely as Owner
Trustee

By: _____
Name: _____
Title: _____

RESIDENTIAL ASSET MORTGAGE PRODUCTS,
INC., as Depositor

By: _____
Name: _____
Title: _____

GMACM HOME EQUITY LOAN TRUST 2005-HE2,
as Issuer

By: Wilmington Trust Company, not in its individual
capacity but solely as Owner Trustee

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, N.A.
as Indenture Trustee

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, all as of the day and year first above mentioned.

FINANCIAL GUARANTY INSURANCE
COMPANY, as Insurer

By: _____

Name: _____

Title: _____

GMAC MORTGAGE CORPORATION,
as a Seller and the Servicer

By: _____

Name: _____

Title: _____

RESIDENTIAL ASSET MORTGAGE PRODUCTS,
INC., as Depositor

By: _____

Name: _____

Title: _____

GMACM HOME EQUITY LOAN TRUST 2005-HE2,
as Issuer

By: Wilmington Trust Company, not in its individual
capacity but solely as Owner Trustee

By:  _____

Name: **EMMETT R. HARMON**

Title: **VICE PRESIDENT**

WALNUT GROVE MORTGAGE LOAN
TRUST 2003-A, as a Seller

By: Wilmington Trust Company, not in its
individual capacity but solely as Owner
Trustee

By:  _____

Name: **EMMETT R. HARMON**

Title: **VICE PRESIDENT**

WELLS FARGO BANK, N.A.
as Indenture Trustee

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, all as of the day and year first above mentioned.

FINANCIAL GUARANTY INSURANCE
COMPANY, as Insurer

By: _____
Name: _____
Title: _____

GMAC MORTGAGE CORPORATION,
as a Seller and the Servicer

By: _____
Name: _____
Title: _____

WALNUT GROVE MORTGAGE LOAN
TRUST 2003-A, as a Seller

By: Wilmington Trust Company, not in its
individual capacity but solely as Owner
Trustee

By: _____
Name: _____
Title: _____

RESIDENTIAL ASSET MORTGAGE PRODUCTS,
INC., as Depositor

By: _____
Name: _____
Title: _____

GMACM HOME EQUITY LOAN TRUST 2005-HE2,
as Issuer

By: Wilmington Trust Company, not in its individual
capacity but solely as Owner Trustee

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, N.A.
as Indenture Trustee

By: _____
Name: PETER A. GOBEL
Title: VICE PRESIDENT

EXHIBIT 5

RESIDENTIAL ASSET MORTGAGE PRODUCTS, INC.,

as Depositor

and

WILMINGTON TRUST COMPANY

as Owner Trustee

TRUST AGREEMENT

Dated as of June 29, 2005

GMACM HOME EQUITY LOAN TRUST 2005-HE2

GMACM Home Equity Loan-Backed Certificates,

Series 2005-HE2

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This trust agreement, dated as of June 29, 2005 (as amended from time to time, the “Trust Agreement”), is between Residential Asset Mortgage Products, Inc., a Delaware corporation, as depositor (the “Depositor”), and Wilmington Trust Company, a Delaware banking corporation, as owner trustee (the “Owner Trustee”).

WITNESSETH:

WHEREAS, the Depositor and the Owner Trustee desire to form a Delaware statutory trust;

NOW, THEREFORE, In consideration of the mutual agreements herein contained, the Depositor and the Owner Trustee agree as follows:

ARTICLE I

Definitions

Section 1.01. Definitions. For all purposes of this Trust Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in Appendix A to the indenture dated as of June 29, 2005 (the “Indenture”), between GMACM Home Equity Loan Trust 2005-HE2, as Issuer, Wells Fargo Bank, N.A., as Indenture Trustee. All other capitalized terms used herein shall have the meanings specified herein.

Section 1.02. Other Definitional Provisions.

(a) All terms defined in this Trust Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein.

(b) As used in this Trust Agreement and in any certificate or other document made or delivered pursuant hereto or thereto, accounting terms not defined in this Trust Agreement or in any such certificate or other document, and accounting terms partly defined in this Trust Agreement or in any such certificate or other document to the extent not defined, shall have the respective meanings given to them under generally accepted accounting principles. To the extent that the definitions of accounting terms in this Trust Agreement or in any such certificate or other document are inconsistent with the meanings of such terms under generally accepted accounting principles, the definitions contained in this Trust Agreement or in any such certificate or other document shall control.

(c) The words “hereof,” “herein,” “hereunder” and words of similar import when used in this Trust Agreement shall refer to this Trust Agreement as a whole and not to any particular provision of this Trust Agreement; Section and Exhibit references contained in this Trust Agreement are references to Sections and Exhibits in or to this Trust Agreement unless otherwise specified; the term “including” shall mean “including without limitation”; “or” shall include “and/or”; and the term “proceeds” shall have the meaning ascribed thereto in the UCC.

(d) The definitions contained in this Trust Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

(e) Any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein; references to a Person are also to its permitted successors and assigns.

ARTICLE II

Organization

Section 2.01. Name. The trust created hereby shall be known as “GMACM Home Equity Loan Trust 2005-HE2,” in which name the Owner Trustee may conduct the business of the Trust, make and execute contracts and other instruments on behalf of the Trust and sue and be sued.

Section 2.02. Office. The office of the Trust shall be in care of the Owner Trustee at the Corporate Trust Office or at such other address in Delaware as the Owner Trustee may designate by written notice to the Certificateholders, the Depositor and the Enhancer.

Section 2.03. Purposes and Powers. The purpose of the Trust is to engage in the following activities:

(i) to issue the Notes pursuant to the Indenture and the Certificates pursuant to this Trust Agreement and to sell the Notes and the Certificates;

(ii) to purchase the Mortgage Loans and to pay the organizational, start-up and transactional expenses of the Trust;

(iii) to assign, grant, transfer, pledge and convey the Mortgage Loans pursuant to the Indenture and to hold, manage and distribute to the Certificateholders pursuant to Section 5.01 any portion of the Mortgage Loans released from the Lien of, and remitted to the Trust pursuant to, the Indenture;

(iv) to enter into and perform its obligations under the Basic Documents to which it is to be a party;

(v) to engage in those activities, including entering into agreements, that are necessary, suitable or convenient to accomplish the foregoing or are incidental thereto or connected therewith, including, without limitation, to accept additional contributions of equity that are not subject to the Lien of the Indenture; and

(vi) subject to compliance with the Basic Documents, to engage in such other activities as may be required in connection with conservation of the Trust Estate and the making of distributions to the Securityholders.

The Trust is hereby authorized to engage in the foregoing activities. The Trust shall not engage in any activity other than in connection with the foregoing or other than as required or authorized by the terms of this Trust Agreement or the other Basic Documents while any Note is outstanding without the consent of the Certificateholders of Certificates evidencing a majority of the aggregate Certificate Percentage Interest of each Class of Certificates, the Indenture Trustee, the Enhancer and the Noteholders of Notes representing a majority of the aggregate Voting Rights of the Notes.

Section 2.04. Appointment of Owner Trustee. The Depositor hereby appoints the Owner Trustee as trustee of the Trust effective as of the date hereof, to have all the rights, powers and duties set forth herein.

Section 2.05. Initial Capital Contribution of Trust Estate. In consideration of the delivery by the Owner Trustee, on behalf of the Trust, of the Securities to the Depositor or its designee, upon the order of the Depositor, the Depositor, as of the Closing Date and concurrently with the execution and delivery hereof, does hereby transfer, assign, set over and otherwise convey to the Trust, without recourse, but subject to the other terms and provisions of this Trust Agreement, all of the right, title and interest of the Depositor in and to the Trust Estate. The foregoing transfer, assignment, set over and conveyance does not, and is not intended to, result in a creation or an assumption by the Trust of any obligation of the Depositor or any other Person in connection with the Trust Estate or under any agreement or instrument relating thereto, except as specifically set forth herein.

The Owner Trustee, on behalf of the Trust, acknowledges the conveyance to the Trust by the Depositor, as of the Closing Date, of the Trust Estate, including all right, title and interest of the Depositor in and to the Trust Estate. Concurrently with such conveyance and in exchange therefor, the Trust has pledged the Trust Estate to the Indenture Trustee and has executed the Certificates and the Notes and caused them to be duly authenticated and delivered.

Section 2.06. Declaration of Trust. The Owner Trustee hereby declares that it shall hold the Trust Estate in trust upon and subject to the conditions set forth herein for the use and benefit of the Certificateholders, subject to the obligations of the Trust under the Basic Documents. It is the intention of the parties hereto that the Trust constitute a statutory trust under the Statutory Trust Statute and that this Trust Agreement constitute the governing instrument of such statutory trust. Effective as of the date hereof, the Owner Trustee shall have all rights, powers and duties set forth herein and in the Statutory Trust Statute with respect to accomplishing the purposes of the Trust. It is the intention of the parties hereto that, solely for federal, state and local income and franchise tax purposes, the Trust shall be treated as an entity wholly owned by the Depositor or an affiliate thereof, with the assets of the entity being the Trust Estate. It is the further intention of the parties that an election to be treated as a REMIC ("REMIC I") for federal income tax purposes be made with respect to the Trust Estate, exclusive of the Pre-Funding Account and the Capitalized Interest Account, each of which shall be treated as an "outside reserve fund" for purposes of the REMIC Provisions, that a second election to be treated as a REMIC be made with respect to the REMIC I Regular Interests ("REMIC II") and that a third election to be treated as a REMIC be made with respect to the REMIC II Regular Interests ("REMIC III"). The Issuer will provide for the administration of the REMICs pursuant to Article XI of the Indenture. The provisions of this Trust Agreement shall be interpreted to further such intentions.

Neither the Depositor nor any Certificateholder shall have any personal liability for any liability or obligation of the Trust, other than the indemnification obligation provided in Section 7.02 herein.

Section 2.07. Title to Trust Property. Legal title to the Trust Estate shall be vested at all times in the Trust as a separate legal entity except where applicable law in any jurisdiction requires title to any part of the Trust Estate to be vested in a trustee or trustees, in which case title shall be deemed to be vested in the Owner Trustee, a co-trustee and/or a separate trustee, as the case may be.

Section 2.08. Situs of Trust. The Trust will be located and administered in the State of Delaware. All bank accounts maintained by the Owner Trustee on behalf of the Trust shall be located in the State of Delaware or the State of Maryland. The Trust shall not have any employees in any state other than Delaware; provided, however, that nothing herein shall restrict or prohibit the Owner Trustee from having employees within or without the State of Delaware or taking actions outside the State of Delaware in order to comply with Section 2.03. Payments will be received by the Trust only in Delaware or Maryland, and payments will be made by the Trust only from Delaware or Maryland. The only office of the Trust will be at the Corporate Trust Office of the Owner Trustee in Delaware.

Section 2.09. Representations and Warranties of the Depositor. The Depositor hereby represents and warrants to the Owner Trustee and the Enhancer that:

(a) The Depositor is duly organized and validly existing as a corporation in good standing under the laws of the State of Delaware, with power and authority to own its properties and to conduct its business as such properties are currently owned and such business is at present conducted.

(b) The Depositor is duly qualified to do business as a foreign corporation in good standing and has obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of its property or the conduct of its business shall require such qualifications and in which the failure to so qualify would have a material adverse effect on the business, properties, assets or condition (financial or otherwise) of the Depositor and the ability of the Depositor to perform under this Trust Agreement.

(c) The Depositor has the power and authority to execute and deliver this Trust Agreement and to carry out its terms; the Depositor has full power and authority to sell and assign the property to be sold and assigned to and deposited with the Trust as part of the Trust and the Depositor has duly authorized such sale and assignment and deposit to the Trust by all necessary corporate action; and the execution, delivery and performance of this Trust Agreement have been duly authorized by the Depositor by all necessary corporate action.

(d) The consummation of the transactions contemplated by this Trust Agreement and the fulfillment of the terms hereof do not conflict with, result in any material breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time) a material default under, the articles of incorporation or bylaws of the Depositor, or any material indenture, agreement or other instrument to which the Depositor is a party or by which it is bound; nor

result in the creation or imposition of any Lien upon any of its properties pursuant to the terms of any such indenture, agreement or other instrument (other than pursuant to the Basic Documents); nor violate any law or, to the best of the Depositor's knowledge, any order, rule or regulation applicable to the Depositor of any court or of any federal or state regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Depositor or its properties.

Section 2.10. Payment of Trust Fees. The Owner Trustee shall pay the Trust's fees and expenses incurred with respect to the performance of the Trust's duties under the Indenture.

ARTICLE III

Conveyance of the Mortgage Loans; Certificates

Section 3.01. Conveyance of the Mortgage Loans. The Depositor, concurrently with the execution and delivery hereof, does hereby transfer, convey and assign to the Trust, on behalf of the Securityholders and the Enhancer, without recourse, all its right, title and interest in and to the Initial Mortgage Loans, including but not limited to any rights of the Depositor under the Purchase Agreement.

The parties hereto intend that, for non-tax purposes, the transaction set forth herein be a sale by the Depositor to the Trust of all of its right, title and interest in and to the Initial Mortgage Loans. In the event that, for non-tax purposes, the transaction set forth herein is not deemed to be a sale, the Depositor hereby grants to the Trust a security interest in all of its right, title and interest in, to and under the Initial Mortgage Loans, all distributions thereon and all proceeds thereof; and this Trust Agreement shall constitute a security agreement under applicable law.

Section 3.02. Initial Ownership. Upon the formation of the Trust by the contribution by the Depositor pursuant to Section 2.05 and the conveyance of the Initial Mortgage Loans pursuant to Section 3.01 and the issuance of the Certificates, GMACM shall be the sole Certificateholder of each Class of Certificates.

Section 3.03. Issuance of Certificates. The Certificates of each Class shall be issued in minimum denominations of a Percentage Interest of 10.0000% and integral multiples of 0.0001% in excess thereof. The Class SB Certificates shall be issued in substantially the form attached hereto as Exhibit A. The Class R-I Certificates, Class R-II Certificates and the Class R-III Certificates shall be issued in substantially the form attached hereto as Exhibit I-1, I-2 and I-3, respectively.

The Certificates shall be executed on behalf of the Trust by manual or facsimile signature of an authorized officer of the Owner Trustee and authenticated in the manner provided in Section 3.04. Certificates bearing the manual or facsimile signatures of individuals who were, at the time when such signatures shall have been affixed, authorized to sign on behalf of the Trust, shall be validly issued and entitled to the benefit of this Trust Agreement, notwithstanding that such individuals or any of them shall have ceased to be so authorized prior to the authentication and delivery of such Certificates or did not hold such offices at the date of authentication and

delivery of such Certificates. A Person shall become a Certificateholder and shall be entitled to the rights and subject to the obligations of a Certificateholder hereunder upon such Person's acceptance of a Certificate duly registered in such Person's name, pursuant to Section 3.05.

A transferee of a Certificate shall become a Certificateholder and shall be entitled to the rights and subject to the obligations of a Certificateholder hereunder upon such transferee's acceptance of a Certificate duly registered in such transferee's name pursuant to and upon satisfaction of the conditions set forth in Section 3.05.

Section 3.04. Authentication of Certificates. Concurrently with the acquisition of the Initial Mortgage Loans by the Trust, the Owner Trustee or the Certificate Paying Agent shall cause the Certificates in an initial Percentage Interest of 100.00% to be executed on behalf of the Trust, authenticated and delivered to or upon the written order of GMACM, signed by its chairman of the board, its president or any vice president, without further corporate action by GMACM, in authorized denominations. No Certificate shall entitle the Certificateholder thereof to any benefit under this Trust Agreement or be valid for any purpose unless there shall appear on such Certificate a certificate of authentication substantially in the form set forth in Exhibit A or Exhibit I hereto, executed by the Owner Trustee or the Certificate Paying Agent, by manual signature, and such authentication shall constitute conclusive evidence that such Certificate has been duly authenticated and delivered hereunder. All Certificates shall be dated the date of their authentication.

Section 3.05. Registration of and Limitations on Transfer and Exchange of Certificates. The Certificate Registrar shall keep or cause to be kept, at the office or agency maintained pursuant to Section 3.09, a Certificate Register in which, subject to such reasonable regulations as it may prescribe, the Certificate Registrar shall provide for the registration of Certificates and of transfers and exchanges of Certificates as herein provided. The Indenture Trustee shall be the initial Certificate Registrar. If the Certificate Registrar resigns or is removed, the Owner Trustee shall appoint a successor Certificate Registrar.

Subject to satisfaction of the conditions set forth below, upon surrender for registration of transfer of any Certificate at the office or agency maintained pursuant to Section 3.09, the Owner Trustee shall execute, authenticate and deliver (or shall cause the Certificate Registrar as its authenticating agent to authenticate and deliver), in the name of the designated transferee or transferees, one or more new Certificates in authorized denominations of a like aggregate amount dated the date of authentication by the Owner Trustee or any authenticating agent. At the option of a Certificateholder, Certificates may be exchanged for other Certificates of authorized denominations of a like aggregate amount upon surrender of the Certificates to be exchanged at the office or agency maintained pursuant to Section 3.09.

Every Certificate presented or surrendered for registration of transfer or exchange shall be accompanied by a written instrument of transfer in form satisfactory to the Certificate Registrar duly executed by the Certificateholder or such Certificateholder's attorney duly authorized in writing. Each Certificate surrendered for registration of transfer or exchange shall be cancelled and subsequently disposed of by the Certificate Registrar in accordance with its customary practice.

No service charge shall be made for any registration of transfer or exchange of Certificates, but the Owner Trustee or the Certificate Registrar may require payment of a sum sufficient to cover any tax or governmental charge that may be imposed in connection with any transfer or exchange of Certificates.

Except as described below, each Certificateholder shall establish its non-foreign status by submitting to the Certificate Paying Agent an IRS Form W-9 and the Certificate of Non-Foreign Status (in substantially the form attached hereto as Exhibit F).

A Certificate may be transferred to a Certificateholder unable to establish its non-foreign status as described in the preceding paragraph only if such Certificateholder provides an Opinion of Counsel to the Depositor, the Enhancer, the Certificate Registrar, which Opinion of Counsel shall not be an expense of the Trust, the Owner Trustee, the Certificate Registrar, the Enhancer or the Depositor, satisfactory to the Depositor and the Enhancer, that such transfer (1) will not affect the tax status of the Owner Trust and (2) will not adversely affect the interests of any Securityholder or the Enhancer, including, without limitation, as a result of the imposition of any United States federal withholding taxes on the Owner Trust (except to the extent that such withholding taxes would be payable solely from amounts otherwise distributable to the Certificate of the prospective transferee). If such transfer occurs and such foreign Certificateholder becomes subject to such United States federal withholding taxes, any such taxes will be withheld by the Indenture Trustee at the direction of the Tax Matters Partner. Each Certificateholder unable to establish its non-foreign status shall submit to the Certificate Paying Agent a copy of its Form W-8-BEN or such successor form as required by then-applicable regulations and shall resubmit such form every three years or with such frequency as required by then-applicable regulations.

No transfer, sale, pledge or other disposition of a Certificate shall be made unless such transfer, sale, pledge or other disposition is exempt from the registration requirements of the Securities Act and any applicable state securities laws or is made in accordance with the Securities Act and such state laws. In the event of any such transfer, the Certificate Registrar or the Depositor shall prior to such transfer require the transferee to execute (A) either (i) (a) an investment letter in substantially the form attached hereto as Exhibit C (or in such form and substance reasonably satisfactory to the Certificate Registrar and the Depositor) which investment letters shall not be an expense of the Trust, the Owner Trustee, the Certificate Registrar, the Servicer or the Depositor and which investment letter states that, among other things, such transferee (a) is a “qualified institutional buyer” as defined under Rule 144A, acting for its own account or the accounts of other “qualified institutional buyers” as defined under Rule 144A, and (b) is aware that the proposed transferor intends to rely on the exemption from registration requirements under the Securities Act, provided by Rule 144A or (ii) (a) a written Opinion of Counsel acceptable to and in form and substance satisfactory to the Certificate Registrar and the Depositor that such transfer may be made pursuant to an exemption, describing the applicable exemption and the basis therefor, from the Securities Act and such state laws or is being made pursuant to the Securities Act and such state laws, which Opinion of Counsel shall not be an expense of the Trust, the Owner Trustee, the Certificate Registrar, the Servicer or the Depositor and (b) the transferee executes a representation letter, substantially in the form of Exhibit D hereto, and the transferor executes a representation letter, substantially in the form of Exhibit E hereto, each acceptable to and in form and substance satisfactory to the Certificate

Registrar and the Depositor certifying the facts surrounding such transfer, which representation letters shall not be an expense of the Trust, the Owner Trustee, the Certificate Registrar, the Servicer or the Depositor and (B) the Certificate of Non-Foreign Status (in substantially the form attached hereto as Exhibit F) acceptable to and in form and substance reasonably satisfactory to the Certificate Registrar and the Depositor, which certificate shall not be an expense of the Trust, the Owner Trustee, the Certificate Registrar or the Depositor. If such Certificateholder is unable to provide a Certificate of Non-Foreign Status, such Certificateholder must provide an Opinion of Counsel as described in the preceding paragraph. The Certificateholder desiring to effect such transfer shall, and does hereby agree to, indemnify the Trust, the Owner Trustee, the Certificate Registrar, the Enhancer, the Servicer and the Depositor against any liability that may result if the transfer is not so exempt or is not made in accordance with such federal and state laws. No transfer of Certificates or any interest therein shall be made to any Plan, any Person acting, directly or indirectly, on behalf of any such Plan or any Person acquiring such Certificates with Plan Assets unless the Depositor, the Owner Trustee, the Certificate Registrar and the Servicer are provided with an Opinion of Counsel that establishes to the satisfaction of the Depositor, the Owner Trustee, the Certificate Registrar and the Servicer that the purchase of Certificates is permissible under applicable law, will not constitute or result in any prohibited transaction under ERISA or Section 4975 of the Code and will not subject the Depositor, the Owner Trustee, the Certificate Registrar or the Servicer to any obligation or liability (including obligations or liabilities under ERISA or Section 4975 of the Code) in addition to those undertaken in this Trust Agreement, which Opinion of Counsel shall not be an expense of the Depositor, the Owner Trustee, the Certificate Registrar or the Servicer. Any Person acquiring Certificates must provide a certification in the form of Exhibit G to this Trust Agreement, which the Depositor, the Owner Trustee, the Certificate Registrar and the Servicer may rely upon without further inquiry or investigation, unless such Person is acting, directly or indirectly, on behalf of or with Plan Assets of a Plan and provides an Opinion of Counsel as described in the next preceding sentence. Neither an Opinion of Counsel nor a certification will be required in connection with the initial transfer of any such Certificate by the Depositor to an Affiliate of the Depositor (in which case, the Depositor or any such Affiliate shall be deemed to have represented that such Affiliate is not a Plan or a Person investing Plan Assets of any Plan) and the Owner Trustee shall be entitled to conclusively rely upon a representation (which, upon the request of the Owner Trustee, shall be a written representation) from the Depositor of the status of such transferee as an Affiliate of the Depositor.

In addition, with respect to each Class R Certificate:

(i) Each Person who has or who acquires any Ownership Interest in a Class R Certificate shall be deemed by the acceptance or acquisition of such Ownership Interest to have agreed to be bound by the following provisions and to have irrevocably authorized the Certificate Paying Agent or its designee under clause (iii)(A) below to deliver payments to a Person other than such Person and to negotiate the terms of any mandatory sale under clause (iii)(B) below and to execute all instruments of transfer and to do all other things necessary in connection with any such sale. The rights of each Person acquiring any Ownership Interest in a Class R Certificate are expressly subject to the following provisions:

(A) Each Person holding or acquiring any Ownership Interest in a Class R Certificate shall be a Permitted Transferee and shall promptly notify the Owner Trustee of any change or impending change in its status as a Permitted Transferee.

(B) In connection with any proposed Transfer of any Ownership Interest in a Class R Certificate, the Certificate Registrar shall require delivery to it, and shall not register the Transfer of any Class R Certificate until its receipt of, (I) an affidavit and agreement (a “Transfer Affidavit and Agreement,” in the form attached hereto as Exhibit J-1) from the proposed Transferee, in form and substance satisfactory to the Servicer, representing and warranting, among other things, that it is a Permitted Transferee, that it is not acquiring its Ownership Interest in the Class R Certificate that is the subject of the proposed Transfer as a nominee, trustee or agent for any Person who is not a Permitted Transferee, that for so long as it retains its Ownership Interest in a Class R Certificate, it will endeavor to remain a Permitted Transferee, and that it has reviewed the provisions of this Section 3.05 and agrees to be bound by them, and (II) a certificate, in the form attached hereto as Exhibit J-2, from the Certificateholder of a Class R Certificate wishing to transfer the Class R Certificate, in form and substance satisfactory to the Servicer, representing and warranting, among other things, that no purpose of the proposed Transfer is to impede the assessment or collection of tax.

(C) Notwithstanding the delivery of a Transfer Affidavit and Agreement by a proposed Transferee under clause (B) above, if a Responsible Officer of the Certificate Registrar who is assigned to this Agreement has actual knowledge that the proposed Transferee is not a Permitted Transferee, no Transfer of an Ownership Interest in a Class R Certificate to such proposed Transferee shall be effected.

(D) Each Person holding or acquiring any Ownership Interest in a Class R Certificate shall agree (x) to require a Transfer Affidavit and Agreement from any other Person to whom such Person attempts to transfer its Ownership Interest in a Class R Certificate and (y) not to transfer its Ownership Interest unless it provides a certificate to the Certificate Registrar in the form attached hereto as Exhibit J-2.

(E) Each Person holding or acquiring an Ownership Interest in a Class R Certificate, by purchasing an Ownership Interest in such Certificate, agrees to give the Certificate Registrar written notice that it is a “pass-through interest holder” within the meaning of Temporary Treasury Regulations Section 1.67-3T(a)(2)(i)(A) immediately upon acquiring an Ownership Interest in a Class R Certificate, if it is, or is holding an Ownership Interest in a Class R Certificate on behalf of, a “pass-through interest holder.”

(ii) The Certificate Registrar will register the Transfer of any Class R Certificate only if it shall have received the Transfer Affidavit and Agreement, a certificate of the Certificateholder of a Class R Certificate requesting such transfer in the form attached hereto as Exhibit G-2 and all of such other documents as shall have been reasonably required by the Certificate Registrar as a condition to such registration. Transfers of the Class R Certificates to Non-United States Persons and Disqualified Organizations are prohibited.

(iii) (A) If any Disqualified Organization shall become a holder of a Class R Certificate, then the last preceding Permitted Transferee shall be restored, to the extent permitted by law, to all rights and obligations as Certificateholder of a Class R Certificate thereof retroactive to the date of registration of such Transfer of such Class R Certificate. If a Non-United States Person shall become a holder of a Class R Certificate, then the last preceding United States Person shall be restored, to the extent permitted by law, to all rights and obligations as Certificateholder of a Class R Certificate thereof retroactive to the date of registration of such Transfer of such Class R Certificate. If a transfer of a Class R Certificate is disregarded pursuant to the provisions of Treasury Regulations Section 1.860E-1 or Section 1.860G-3, then the last preceding Permitted Transferee shall be restored, to the extent permitted by law, to all rights and obligations as Certificateholder of a Class R Certificate thereof retroactive to the date of registration of such Transfer of such Class R Certificate. The Certificate Registrar shall be under no liability to any Person for any registration of Transfer of a Class R Certificate that is in fact not permitted by this Section 3.05 or for making any payments due on such Certificate to the holder thereof or for taking any other action with respect to such holder under the provisions of this Agreement.

(B) If any purported Transferee shall become a Certificateholder of a Class R Certificate in violation of the restrictions in this Section 3.05 and to the extent that the retroactive restoration of the rights of the Certificateholder of such Class R Certificate as described in clause (iii)(A) above shall be invalid, illegal or unenforceable, then the Servicer shall have the right, without notice to the holder or any prior holder of such Class R Certificate, to sell such Class R Certificate to a purchaser selected by the Servicer on such terms as the Servicer may choose. Such purported Transferee shall promptly endorse and deliver each Class R Certificate in accordance with the instructions of the Servicer. Such purchaser may be the Servicer itself or any Affiliate of the Servicer. The proceeds of such sale, net of the commissions (which may include commissions payable to the Servicer or its Affiliates), expenses and taxes due, if any, will be remitted by the Servicer to such purported Transferee. The terms and conditions of any sale under this clause (iii)(B) shall be determined in the sole discretion of the Servicer, and the Servicer shall not be liable to any Person having an Ownership Interest in a Class R Certificate as a result of its exercise of such discretion.

(iv) The Certificate Paying Agent shall make available, upon written request from the Internal Revenue Service and any potentially affected Person, all information necessary to compute any tax imposed (A) as a result of the Transfer of an Ownership Interest in a Class R Certificate to any Person who is a Disqualified Organization, including the information regarding “excess inclusions” of such Class R Certificates required to be provided to the Internal Revenue Service and certain Persons as described in Treasury Regulations Sections 1.860D-1(b)(5) and 1.860E-2(a)(5), and (B) as a result of any regulated investment company, real estate investment trust, common trust fund, partnership, trust, estate or organization described in Section 1381 of the Code that holds an Ownership Interest in a Class R Certificate having as among its record holders at any time any Person who is a Disqualified Organization. Reasonable compensation for providing such information may be required by the REMIC Administrator before it will provide such information to any such potentially affected Person.

(v) The provisions of this Section 3.05 set forth prior to this clause (v) may be modified, added to or eliminated, provided that there shall have been delivered to the Owner Trustee the following:

(A) written notification from each Rating Agency to the effect that the modification, addition to or elimination of such provisions will not cause such Rating Agency to downgrade its then-current ratings, if any, of any Class of the Notes below the lower of the then-current rating or the rating assigned to such Notes as of the Closing Date by such Rating Agency; and

(B) subject to Section 10.01(f), an Officers' Certificate of the Servicer stating that the Servicer has received an Opinion of Counsel, in form and substance satisfactory to the Servicer, to the effect that such modification, addition to or absence of such provisions will not cause any portion of any of the REMICs to cease to qualify as a REMIC and will not cause (x) any portion of any of the REMICs to be subject to an entity-level tax caused by the Transfer of any Class R Certificate to a Person that is a Disqualified Organization or (y) a Certificateholder or another Person to be subject to a REMIC-related tax caused by the Transfer of a Class R Certificate to a Person that is not a Permitted Transferee.

Section 3.06. Mutilated, Destroyed, Lost or Stolen Certificates. If (a) any mutilated Certificate shall be surrendered to the Certificate Registrar, or if the Certificate Registrar shall receive evidence to its satisfaction of the destruction, loss or theft of any Certificate and (b) there shall be delivered to the Certificate Registrar and the Owner Trustee such security or indemnity as may be required by them to save each of them and the Issuer from harm, then in the absence of notice to the Certificate Registrar or the Owner Trustee that such Certificate has been acquired by a bona fide purchaser, the Owner Trustee on behalf of the Trust shall execute and the Owner Trustee or the Certificate Paying Agent, as the Trust's authenticating agent, 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 denomination. In connection with the issuance of any new Certificate under this Section 3.06, the Owner Trustee or the Certificate Registrar may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith. Any duplicate Certificate issued pursuant to this Section 3.06 shall constitute conclusive evidence of ownership in the Trust, as if originally issued, whether or not the lost, stolen or destroyed Certificate shall be found at any time.

Section 3.07. Persons Deemed Certificateholders. Prior to due presentation of a Certificate for registration of transfer, the Owner Trustee, the Certificate Registrar or any Certificate Paying Agent may treat the Person in whose name any Certificate is registered in the Certificate Register as the owner of such Certificate for the purpose of receiving distributions pursuant to Section 5.02 and for all other purposes whatsoever, and none of the Trust, the Owner Trustee, the Certificate Registrar or any Paying Agent shall be bound by any notice to the contrary.

Section 3.08. Access to List of Certificateholders' Names and Addresses. The Certificate Registrar shall furnish or cause to be furnished to the Depositor or the Owner Trustee, within 15 days after receipt by the Certificate Registrar of a written request therefor from the

Depositor or the Owner Trustee, a list, in such form as the Depositor or the Owner Trustee, as the case may be, may reasonably require, of the names and addresses of the Certificateholders as of the most recent Record Date. If three or more Certificateholders, or one or more Certificateholders evidencing not less than 25% of the Certificate Percentage Interest of any Class, apply in writing to the Owner Trustee or the Certificate Registrar, and such application states that the applicants desire to communicate with other Certificateholders, with respect to their rights under this Agreement or under the Certificates and such application is accompanied by a copy of the communication that such applicants propose to transmit, then the Owner Trustee shall, within five (5) Business Days after the receipt of such application, afford such applicants access during normal business hours to the current list of Certificateholders. Each Certificateholder, by receiving and holding a Certificate, shall be deemed to have agreed not to hold any of the Trust, the Depositor, the Certificate Registrar or the Owner Trustee accountable by reason of the disclosure of its name and address, regardless of the source from which such information was derived.

Section 3.09. Maintenance of Office or Agency. The Owner Trustee, on behalf of the Trust, shall maintain in The City of New York an office or offices or agency or agencies where Certificates may be surrendered for registration of transfer or exchange and where notices and demands to or upon the Owner Trustee in respect of the Certificates and the Basic Documents may be served. The Owner Trustee initially designates the Corporate Trust Office of the Indenture Trustee (or such other office as the Indenture Trustee may specify to the Owner Trustee) as its office for such purposes. The Owner Trustee shall give prompt written notice to the Depositor, the Enhancer and the Certificateholders of any change in the location of the Certificate Register or any such office or agency.

Section 3.10. Certificate Paying Agent.

(a) The Certificate Paying Agent shall make distributions to Certificateholders from the Distribution Account on behalf of the Trust in accordance with the provisions of the Certificates and Section 5.01 hereof from payments remitted to the Certificate Paying Agent by the Indenture Trustee pursuant to Section 3.05 of the Indenture. The Trust hereby appoints the Indenture Trustee as Certificate Paying Agent. The holder of the Class SB Certificates, as the party who would otherwise be entitled to the distributions to the Class A-IO Noteholders under Section 3.05(a)(x) of the Indenture, hereby irrevocably instructs the Certificate Paying Agent to pay those amounts (comprising unpaid Interest Carry Forward Amounts with respect to the Notes) to the Indenture Trustee for payment to the Noteholders in accordance with the provisions of Section 3.05(a)(x) of the Indenture. The Certificate Paying Agent shall:

- (i) hold all sums held by it for the payment of amounts due with respect to the Certificates in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as herein provided;
- (ii) give the Owner Trustee notice of any default by the Trust of which it has actual knowledge in the making of any payment required to be made with respect to the Certificates;

(iii) at any time during the continuance of any such default, upon the written request of the Owner Trustee, forthwith pay to the Owner Trustee on behalf of the Trust all sums so held in trust by such Certificate Paying Agent;

(iv) immediately resign as Certificate Paying Agent and forthwith pay to the Owner Trustee on behalf of the Trust all sums held by it in trust for the payment of Certificates if at any time it ceases to meet the standards required to be met by the Certificate Paying Agent at the time of its appointment;

(v) comply with all requirements of the Code with respect to the withholding from any payments made by it on any Certificates of any applicable withholding taxes imposed thereon and with respect to any applicable reporting requirements in connection therewith; and

(vi) deliver to the Owner Trustee a copy of the report to Certificateholders prepared with respect to each Payment Date by the Servicer pursuant to Section 4.01 of the Servicing Agreement.

(b) The Trust may revoke such power and remove the Certificate Paying Agent if the Owner Trustee determines in its sole discretion that the Certificate Paying Agent shall have failed to perform its obligations under this Trust Agreement in any material respect. The Indenture Trustee shall be permitted to resign as Certificate Paying Agent upon 30 days' written notice to the Owner Trustee and the Enhancer; provided the Indenture Trustee is also resigning as Paying Agent under the Indenture at such time. In the event that the Indenture Trustee shall no longer be the Certificate Paying Agent under this Trust Agreement and Paying Agent under the Indenture, the Owner Trustee shall appoint a successor to act as Certificate Paying Agent (which shall be a bank or trust company) and which shall also be the successor Paying Agent under the Indenture. The Owner Trustee shall cause such successor Certificate Paying Agent or any additional Certificate Paying Agent appointed by the Owner Trustee to execute and deliver to the Owner Trustee an instrument to the effect set forth in this Section 3.10 as it relates to the Certificate Paying Agent. The Certificate Paying Agent shall return all unclaimed funds to the Trust and upon removal of a Certificate Paying Agent such Certificate Paying Agent shall also return all funds in its possession to the Trust. The provisions of Sections 6.01, 6.03, 6.04 and 7.01 shall apply to the Certificate Paying Agent to the extent applicable. Any reference in this Trust Agreement to the Certificate Paying Agent shall include any co-paying agent unless the context requires otherwise.

(c) The Certificate Paying Agent shall establish and maintain with itself the Distribution Account in which the Certificate Paying Agent shall deposit, on the same day as it is received from the Indenture Trustee, each remittance received by the Certificate Paying Agent with respect to payments made pursuant to the Indenture. Pending any such distribution, funds deposited in the Distribution Account on a Payment Date and not distributed to the Certificateholders on such Payment Date shall be invested by the Certificate Paying Agent in Permitted Investments selected by the Servicer (or if no selection is made by the Servicer in Permitted Investments described in clause (v) of the definition thereof) maturing no later than the Business Day preceding the next succeeding Payment Date (except that any investment in the institution with which the Distribution Account is maintained may mature on such Payment Date

and shall not be sold or disposed of prior to the maturity). All investment income earned in respect of funds on deposit in the Distribution Account shall be credited to the Distribution Account. The Certificate Paying Agent shall make all distributions on the Certificates as provided in Section 3.05 of the Indenture and Section 5.01(a) of this Trust Agreement from moneys on deposit in the Distribution Account.

Section 3.11. Subordination. Except as otherwise provided in the Basic Documents, for so long as any Notes are outstanding or unpaid, the Certificateholders will generally be subordinated in right of payment, under the Certificates or otherwise, to payments to the Noteholders under, or otherwise related to, the Indenture. If an Event of Default has occurred and is continuing under the Indenture, the Certificates will be fully subordinated to obligations owing by the Trust to the Noteholders and the Enhancer under, or otherwise related to, the Indenture, and no distributions will be made on the Certificates until the Noteholders and the Indenture Trustee and the Enhancer have been irrevocably paid in full.

Section 3.12. No Priority Among Certificates. All Certificateholders shall rank equally as to amounts distributable upon the liquidation, dissolution or winding up of the Trust, with no preference or priority being afforded to any Certificateholders over any other Certificateholders, except that amounts distributable will be distributed first to the Class SB Certificates, in an amount equal to the Class SB Distribution Amount, before being distributed to any other Class of Certificates.

Section 3.13. Cooperation. The Owner Trustee shall cooperate in all respects with any reasonable request by the Enhancer for action to preserve or enforce the Enhancer's rights or interest under this Trust Agreement or the Insurance Agreement, consistent with this Trust Agreement and without limiting the rights of the Certificateholders as otherwise expressly set forth in this Trust Agreement.

ARTICLE IV

Authority and Duties of Owner Trustee

Section 4.01. General Authority. The Owner Trustee is authorized and directed to execute and deliver the Basic Documents to which the Trust is to be a party and each certificate or other document attached as an exhibit to or contemplated by the Basic Documents to which the Trust is to be a party, as well as any certificate that supports the factual assumptions made in any Opinion of Counsel delivered on the Closing Date, and any amendment or other agreement or instrument described herein, in each case, in such form as the Owner Trustee shall approve, as evidenced conclusively by the Owner Trustee's execution thereof. In addition to the foregoing, the Owner Trustee is obligated to take all actions required of the Trust pursuant to the Basic Documents.

Section 4.02. General Duties. The Owner Trustee shall be responsible to administer the Trust pursuant to the terms of this Trust Agreement and the other Basic Documents to which the Trust is a party and in the interest of the Certificateholders, subject to the Basic Documents and in accordance with the provisions of this Trust Agreement.

Section 4.03. Action upon Instruction.

(a) Subject to this Article IV and Section 10.13 of this Trust Agreement and in accordance with the terms of the Basic Documents, the Certificateholders may by written instruction direct the Owner Trustee in the management of the Trust. Such direction may be exercised at any time by written instruction of the Certificateholders pursuant to this Article IV.

(b) Notwithstanding the foregoing, the Owner Trustee shall not be required to take any action hereunder or under any Basic Document if the Owner Trustee shall have reasonably determined, or shall have been advised by counsel, that such action is likely to result in liability on the part of the Owner Trustee or is contrary to the terms hereof or of any other Basic Document or is otherwise contrary to law.

(c) Whenever the Owner Trustee is unable to decide between alternative courses of action permitted or required by the terms of this Trust Agreement or under any other Basic Document, or in the event that the Owner Trustee is unsure as to the application of any provision of this Trust Agreement or any other Basic Document or any such provision is ambiguous as to its application, or is, or appears to be, in conflict with any other applicable provision, or in the event that this Trust Agreement permits any determination by the Owner Trustee or is silent or is incomplete as to the course of action that the Owner Trustee is required to take with respect to a particular set of facts, the Owner Trustee shall promptly give notice (in such form as shall be appropriate under the circumstances) to the Certificateholders (with a copy to the Enhancer) requesting instruction as to the course of action to be adopted, and to the extent the Owner Trustee acts in good faith in accordance with any written instructions received from Certificateholders of Certificates representing a majority of the aggregate Certificate Percentage Interest of each Class of Certificates, the Owner Trustee shall not be liable on account of such action to any Person. If the Owner Trustee shall not have received appropriate instruction within 10 days of such notice (or within such shorter period of time as reasonably may be specified in such notice or may be necessary under the circumstances) it may, but shall be under no duty to, take or refrain from taking such action not inconsistent with this Trust Agreement or the other Basic Documents, as it shall deem to be in the best interests of the Certificateholders, and the Owner Trustee shall have no liability to any Person for such action or inaction.

Section 4.04. No Duties Except as Specified under Specified Documents or in Instructions. The Owner Trustee shall not have any duty or obligation to manage, make any payment with respect to, register, record, sell, dispose of, or otherwise deal with the Trust Estate, or to otherwise take or refrain from taking any action under, or in connection with, any document contemplated hereby to which the Owner Trustee is a party, except as expressly provided (i) in accordance with the powers granted to and the authority conferred upon the Owner Trustee pursuant to this Trust Agreement, (ii) in accordance with the Basic Documents and (iii) in accordance with any document or instruction delivered to the Owner Trustee pursuant to Section 4.03; and no implied duties or obligations shall be read into this Trust Agreement or any other Basic Document against the Owner Trustee. The Owner Trustee shall have no responsibility for filing any financing or continuation statement in any public office at any time or to otherwise perfect or maintain the perfection of any security interest or lien granted to it hereunder or to prepare or file any filing with the Commission for the Trust or to record this Trust Agreement or any other Basic Document. The Owner Trustee nevertheless agrees that it will, at its own cost

and expense, promptly take all action as may be necessary to discharge any liens on any part of the Trust Estate that result from actions by, or claims against, the Owner Trustee that are not related to the ownership or the administration of the Trust Estate.

Section 4.05. Restrictions.

(a) The Owner Trustee shall not take any action (i) that is inconsistent with the purposes of the Trust set forth in Section 2.03 or (ii) that, to the actual knowledge of the Owner Trustee, would cause the Trust to be treated as an association (or a publicly-traded partnership) taxable as a corporation or a taxable mortgage pool for federal income tax purposes or would cause any of the REMICs to fail to qualify as a REMIC or cause any of the REMICS to be subject to tax at any time that any of the Notes or Certificates are outstanding or any obligations are due and owing to the Enhancer under the Insurance Agreement. The Certificateholders shall not direct the Owner Trustee to take action that would violate the provisions of this Section 4.05.

(b) The Owner Trustee shall not convey or transfer any of the Trust's properties or assets, including those included in the Trust Estate, to any person unless (i) it shall have received an Opinion of Counsel to the effect that such transaction will not have any material adverse tax consequence to the Trust or any Certificateholder and (ii) such conveyance or transfer shall not violate the provisions of Section 3.16(b) of the Indenture.

Section 4.06. Prior Notice to Certificateholders and the Enhancer with Respect to Certain Matters. With respect to the following matters, the Owner Trustee shall not take action unless, at least 30 days before the taking of such action, the Owner Trustee shall have notified the Certificateholders and the Enhancer in writing of the proposed action and the Enhancer and the Certificateholders of Certificates representing a majority of the aggregate Certificate Percentage Interest shall not have notified the Owner Trustee in writing prior to the 30th day after such notice is given that such Certificateholders have withheld consent or provided alternative direction:

(a) the initiation of any Proceeding by the Trust (except Proceedings brought in connection with the collection of cash distributions due and owing under the Mortgage Loans) and the compromise of any Proceeding brought by or against the Trust (except with respect to the aforementioned Proceedings for collection of cash distributions due and owing under the Mortgage Loans);

(b) the election by the Trust to file an amendment to the Certificate of Trust (unless such amendment is required to be filed under the Statutory Trust Statute);

(c) the amendment of any of the Basic Documents in circumstances where the consent of any Noteholder is required;

(d) the amendment of any of the Basic Documents in circumstances where the consent of any Noteholder is not required and such amendment materially and adversely affects the interest of the Certificateholders;

(e) the appointment pursuant to the Indenture of a successor Note Registrar, Paying Agent or Indenture Trustee or pursuant to this Trust Agreement of a successor Certificate

Registrar or Certificate Paying Agent or the consent to the assignment by the Note Registrar, Paying Agent, Indenture Trustee, Certificate Registrar or Certificate Paying Agent of its obligations under the Indenture or this Trust Agreement, as applicable.

Section 4.07. Action by Certificateholders with Respect to Certain Matters. The Owner Trustee shall not have the power, except upon the written direction of Certificateholders of Certificates evidencing not less than a majority of the aggregate Certificate Percentage Interest of each Class of Certificates, and with the consent of the Enhancer, to (a) remove the Servicer under the Servicing Agreement pursuant to Section 7.01 thereof or (b) except as expressly provided in the Basic Documents, sell the Mortgage Loans after the termination of the Indenture.

Section 4.08. Action by Certificateholders with Respect to Bankruptcy. The Owner Trustee shall not have the power to commence a voluntary Proceeding in bankruptcy relating to the Trust without the unanimous prior approval of all Certificateholders, and with the consent of the Enhancer, and the delivery to the Owner Trustee by each such Certificateholder of a certificate certifying that such Certificateholder reasonably believes that the Trust is insolvent.

Section 4.09. Restrictions on Certificateholders' Power. The Certificateholders shall not direct the Owner Trustee to take or to refrain from taking any action if such action or inaction would be contrary to any obligation of the Trust or the Owner Trustee under this Trust Agreement or any of the other Basic Documents or would be contrary to Section 2.03, nor shall the Owner Trustee be obligated to follow any such direction, if given.

Section 4.10. Majority Control. Except as expressly provided herein, any action that may be taken by the Certificateholders under this Trust Agreement may be taken by the Certificateholders of Certificates evidencing not less than a majority of the aggregate Certificate Percentage Interest of the Class specified, if any. Except as expressly provided herein, any written notice of the Certificateholders delivered pursuant to this Trust Agreement shall be effective if signed by the Certificateholders of Certificates evidencing not less than a majority of the aggregate Certificate Percentage Interest of such Class at the time of the delivery of such notice.

Section 4.11. Doing Business in Other Jurisdictions. Notwithstanding anything contained herein to the contrary, neither Wilmington Trust Company nor the Owner Trustee shall be required to take any action in any jurisdiction other than in the State of Delaware if the taking of such action will, even after the appointment of a co-trustee or separate trustee in accordance with Section 9.05 hereof, (i) require the consent or approval or authorization or order of or the giving of notice to, or the registration with or the taking of any other action in respect of, any state or other governmental authority or agency of any jurisdiction other than the State of Delaware; (ii) result in any fee, tax or other governmental charge under the laws of the State of Delaware becoming payable by Wilmington Trust Company, or (iii) subject Wilmington Trust Company to personal jurisdiction in any jurisdiction other than the State of Delaware for causes of action arising from acts unrelated to the consummation of the transactions by Wilmington Trust Company or the Owner Trustee, as the case may be, contemplated hereby.

ARTICLE V

Application of Trust Funds

Section 5.01. Distributions.

(a) On each Payment Date occurring in the months of March, June, September and December, on any date on which the Trust is terminated pursuant to Section 8.01, and on each other Payment Date for which the Certificate Paying Agent has received written notice from the Certificateholders by the Determination Date relating to such Payment Date requesting funds on deposit in the Distribution Account to be distributed, the Certificate Paying Agent shall distribute to the Certificateholders all funds on deposit in the Distribution Account and available therefor as provided in Section 3.05 of the Indenture. Such amounts shall be distributed, first, to the Certificateholders of the Class SB Certificates, in an amount equal to the Class SB Distribution Amount for such Payment Date and the Class SB Distribution Amount for any previous Payment Date to the extent not previously paid, and second, to the Certificateholders of the Class R-I Certificates, any amounts remaining. All distributions made pursuant to this Section to any Class of Certificates shall be distributed to the Certificateholders of such Class pro rata based on the respective Percentage Interests thereof.

(b) In the event that any withholding tax is imposed on the distributions (or allocations of income) to a Certificateholder, such tax shall reduce the amount otherwise distributable to such Certificateholder in accordance with this Section 5.01. The Certificate Paying Agent is hereby authorized and directed to retain or cause to be retained from amounts otherwise distributable to the Certificateholders sufficient funds for the payment of any tax that is legally owed by the Trust (but such authorization shall not prevent the Owner Trustee from contesting any such tax in appropriate Proceedings, and withholding payment of such tax, if permitted by law, pending the outcome of such Proceedings). The amount of any withholding tax imposed with respect to a Certificateholder shall be treated as cash distributed to such Certificateholder at the time it is withheld by the Certificate Paying Agent and remitted to the appropriate taxing authority. If there is a possibility that withholding tax is payable with respect to a distribution (such as a distribution to a non-U.S. Certificateholder), the Certificate Paying Agent may in its sole discretion withhold such amounts in accordance with this paragraph (b).

(c) Distributions to Certificateholders shall be subordinated to the creditors of the Trust, including the Noteholders.

(d) Allocations of profits, income and losses, as determined for federal income tax purposes, shall be made among the Classes of Certificates in accordance with the REMIC Provisions and within each Class of Certificates to the Certificateholders on a pro rata basis based on the Certificate Percentage Interests thereof

(e) On each Payment Date, the following amounts in the following order of priority, from the amounts allocable to the Noteholders and Certificateholders pursuant to Section 3.05 of the Indenture, shall be deemed to have been distributed by REMIC I to REMIC II on account of the REMIC I Regular Interests or shall be withdrawn from the Distribution Account and distributed to the holders of the Class R-I Certificates, as the case may be:

(i) first, (1) to the Holders of REMIC I Regular Interests LTB, in an amount equal to (A) the Uncertificated Accrued Interest for such Payment Date, plus (B) any amounts in respect thereof remaining unpaid from previous Payment Dates; and second, (2) to Holders of REMIC I Regular Interest LTA in an amount equal to (A) the Uncertificated Accrued Interest for such Payment Date, plus (B) any amounts in respect thereof remaining unpaid from previous Payment Dates; and

(ii) to the Holders of REMIC I Regular Interests, in an amount equal to the remainder of the Available Distribution Amount for such Distribution Date after the distributions made pursuant to clause (i) above, allocated in the following order of priority:

(A) to the Holders of REMIC I Regular Interest LTA, until the Uncertificated Principal Balance of REMIC I Regular Interest LTA is reduced to zero;

(B) to the Holders of REMIC I Regular Interests LTB sequentially in the order of their numerical designation, until the Uncertificated Principal Balance of each successive REMIC I Regular Interest LTB is reduced to zero; and

(C) any remaining amount to the Holders of the Class R-I Certificates.

(f) On each Payment Date, the following amounts in the following order of priority, from the amounts allocable to the Noteholders and Certificateholders pursuant to Section 3.05 of the Indenture and deemed to have been distributed to REMIC II from REMIC I pursuant to paragraph (e), shall be deemed to have been distributed by REMIC II to REMIC III on account of the REMIC II Regular Interests or shall be withdrawn from the Distribution Account and distributed to the holders of the Class R-II Certificates, as the case may be:

(i) to the Holders of the LT1, LT2, LT3, LT4, LTA-IO1, LTA-IO2, LTA-IO3, LTA-IO4 and LTA-IO5 REMIC II Regular Interests, in an amount equal to (A) the Accrued Certificate Interest on such REMIC II Regular Interests for such Payment Date, plus (B) any amounts in respect thereof remaining unpaid from previous Payment Dates; and

(ii) on each Payment Date, to the Holders of the LT1, LT2, LT3 and LT4 REMIC II Regular Interests, in an amount equal to the remainder of such amount after the distributions made pursuant to clause (i) above, allocated as follows (except as provided below):

(A) first, to the Holders of the Class LT2, LT3 and LT4 REMIC II Regular Interests, respectively, the Class LT2 Principal Distribution Amount, the Class LT3 Principal Distribution Amount and Class LT4 Principal Distribution Amount from such remainder;

(B) second, to the Holders of the Class LT1 REMIC II Regular Interest, any remaining portion of such remainder, until the principal balance of such LT1 REMIC II Regular Interest shall have been reduced to zero;

(C) third, any remaining portion of such remainder, to the Holders of the Class LT2, LT3 and LT4 REMIC II Regular Interests pro-rata according to their respective principal balances as reduced by the distributions made pursuant to clause (A), until the principal balances of such REMIC II Regular Interests shall have been reduced to zero; and

(D) fourth, any remaining portion of such remainder, to the Holders of the Class R-II Certificates.

(g) On each Payment Date, the amounts allocable to the Noteholders and Certificateholders pursuant to Section 3.05 of the Indenture and deemed to have been distributed to REMIC III from REMIC II pursuant to paragraph (f), shall be deemed to have been distributed by REMIC III to the holders of the REMIC III Regular Interests on account of the REMIC II Regular Interests or shall be withdrawn from the Distribution Account and distributed to the holders of the Class R-III Certificates, as the case may be in accord with the provisions relating thereto in Section 3.05 of the Indenture and in this Trust Agreement.

(3) Payments from the related Hedge Agreement to the Holders of the Class A-1 Notes or Class A-2 Notes, as applicable, will be from the Holder of the Class SB Certificates which is entitled and from amounts received under the Hedge Agreements. The rights of the Holder of the Class SB Certificates to payments from the Hedge Agreements shall be outside and apart from its rights under the REMIC III Regular Interest SB IO and REMIC III Regular Interest SB PO, which will not be a part of their ownership of the REMIC II Regular Interests.

Section 5.02. Method of Payment. Subject to Section 8.01(c), distributions required to be made to Certificateholders on any Payment Date as provided in Section 5.01 shall be made to each Certificateholder of record on the preceding Record Date by wire transfer, in immediately available funds, to the account of each Certificateholder at a bank or other entity having appropriate facilities therefor, if such Certificateholder shall have provided to the Certificate Registrar appropriate written instructions at least five Business Days prior to such Payment Date or, if not, by check or money order mailed to such Certificateholder at the address of such Certificateholder appearing in the Certificate Register.

Section 5.03. Signature on Returns. The REMIC Administrator, as agent for the Owner Trustee, shall sign on behalf of the Trust the tax returns of the REMICs. The Owner Trustee shall give the REMIC Administrator all such powers of attorney as are needed to enable the REMIC Administrator to prepare and sign such tax returns. In the event that approval from the applicable District Director of the Internal Revenue Service for the REMIC Administrator to sign the tax returns is not forthcoming following application, the REMIC Administrator shall prepare and the Owner Trustee shall sign the tax returns for the REMICs.

Section 5.04. Statements to Certificateholders. On each Payment Date, the Certificate Paying Agent shall make available to each Certificateholder the statement or statements provided to the Owner Trustee and the Certificate Paying Agent by the Servicer pursuant to Section 4.01 of the Servicing Agreement with respect to such Payment Date.

ARTICLE VI

Concerning the Owner Trustee

Section 6.01. Acceptance of Trusts and Duties. The Owner Trustee accepts the trusts hereby created and agrees to perform its duties hereunder with respect to such trusts, but only upon the terms of this Trust Agreement. The Owner Trustee and the Certificate Paying Agent also agree to disburse all moneys actually received by it constituting part of the Trust Estate upon the terms of this Trust Agreement and the other Basic Documents. The Owner Trustee shall not be answerable or accountable hereunder or under any Basic Document under any circumstances, except (i) for its own willful misconduct, negligence or bad faith or negligent failure to act or (ii) in the case of the inaccuracy of any representation or warranty contained in Section 6.03 expressly made by the Owner Trustee. In particular, but not by way of limitation (and subject to the exceptions set forth in the preceding sentence):

(a) no provision of this Trust Agreement or any other Basic Document shall require the Owner Trustee to expend or risk funds or otherwise incur any financial liability in the performance of any of its rights, duties or powers hereunder or under any other Basic Document if the Owner Trustee shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured or provided to it;

(b) under no circumstances shall the Owner Trustee be liable for indebtedness evidenced by or arising under any of the Basic Documents, including the principal of and interest on the Notes;

(c) the Owner Trustee shall not be responsible for or in respect of the validity or sufficiency of this Trust Agreement or for the due execution hereof by the Depositor for the form, character, genuineness, sufficiency, value or validity of any of the Trust Estate, or for or in respect of the validity or sufficiency of the Basic Documents, the Notes, the Certificates, other than the certificate of authentication on the Certificates, if executed by the Owner Trustee and the Owner Trustee shall in no event assume or incur any liability, duty, or obligation to any Noteholder or to any Certificateholder, other than as expressly provided for herein or in the other Basic Documents;

(d) the execution, delivery, authentication and performance by the Owner Trustee of this Trust Agreement will not require the authorization, consent or approval of, the giving of notice to, the filing or registration with, or the taking of any other action with respect to, any governmental authority or agency;

(e) the Owner Trustee shall not be liable for the default or misconduct of the Depositor, Indenture Trustee or the Servicer under any of the Basic Documents or otherwise and the Owner Trustee shall have no obligation or liability to perform the obligations of the Trust under this Trust Agreement or the other Basic Documents that are required to be performed by the Indenture Trustee under the Indenture or the Sellers under the Purchase Agreement; and

(f) the Owner Trustee shall be under no obligation to exercise any of the rights or powers vested in it or duties imposed by this Trust Agreement, or to institute, conduct or defend

any litigation under this Trust Agreement or otherwise or in relation to this Trust Agreement or any other Basic Document, at the request, order or direction of any of the Certificateholders, unless such Certificateholders have offered to the Owner Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities that may be incurred by the Owner Trustee therein or thereby. The right of the Owner Trustee to perform any discretionary act enumerated in this Trust Agreement or in any other Basic Document shall not be construed as a duty, and the Owner Trustee shall not be answerable for other than its negligence, bad faith or willful misconduct in the performance of any such act.

Section 6.02. Furnishing of Documents. The Owner Trustee shall furnish to the Securityholders promptly upon receipt of a written reasonable request therefor, duplicates or copies of all reports, notices, requests, demands, certificates, financial statements and any other instruments furnished to the Trust under the Basic Documents.

Section 6.03. Representations and Warranties. The Owner Trustee hereby represents and warrants to the Depositor, for the benefit of the Certificateholders, that:

(a) It is a banking corporation duly organized and validly existing in good standing under the laws of the State of Delaware. It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Trust Agreement;

(b) It has taken all corporate action necessary to authorize the execution and delivery by it of this Trust Agreement, and this Trust Agreement will be executed and delivered by one of its officers who is duly authorized to execute and deliver this Trust Agreement on its behalf;

(c) Neither the execution nor the delivery by it of this Trust Agreement, nor the consummation by it of the transactions contemplated hereby nor compliance by it with any of the terms or provisions hereof will contravene any federal or Delaware law, governmental rule or regulation governing the banking or trust powers of the Owner Trustee or any judgment or order binding on it, or constitute any default under its charter documents or bylaws or any indenture, mortgage, contract, agreement or instrument to which it is a party or by which any of its properties may be bound;

(d) This Trust Agreement, assuming due authorization, execution and delivery by the Owner Trustee and the Depositor, constitutes a valid, legal and binding obligation of the Owner Trustee, enforceable against it in accordance with the terms hereof subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights generally and to general principles of equity, regardless of whether such enforcement is considered in a proceeding in equity or at law;

(e) The Owner Trustee is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or governmental agency, which default might have consequences that would materially and adversely affect the condition (financial or other) or operations of the Owner Trustee or its properties or might have consequences that would materially adversely affect its performance hereunder; and

(f) No litigation is pending or, to the best of the Owner Trustee's knowledge, threatened against the Owner Trustee which would prohibit its entering into this Trust Agreement or performing its obligations under this Trust Agreement.

Section 6.04. Reliance; Advice of Counsel.

(a) The Owner Trustee shall incur no liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond, or other document or paper believed by it to be genuine and believed by it to be signed by the proper party or parties. The Owner Trustee may accept a certified copy of a resolution of the board of directors or other governing body of any corporate party as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect. As to any fact or matter the method of determination of which is not specifically prescribed herein, the Owner Trustee may for all purposes hereof rely on a certificate, signed by the president or any vice president or by the treasurer or other authorized officers of the relevant party, as to such fact or matter and such certificate shall constitute full protection to the Owner Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon.

(b) In the exercise or administration of the Trust hereunder and in the performance of its duties and obligations under this Trust Agreement or the other Basic Documents, the Owner Trustee (i) may act directly or through its agents, attorneys, custodians or nominees (including persons acting under a power of attorney) pursuant to agreements entered into with any of them, and the Owner Trustee shall not be liable for the conduct or misconduct of such agents, attorneys, custodians or nominees (including persons acting under a power of attorney) if such persons have been selected by the Owner Trustee with reasonable care, and (ii) may consult with counsel, accountants and other skilled persons to be selected with reasonable care and employed by it at the expense of the Trust. The Owner Trustee shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the opinion or advice of any such counsel, accountants or other such Persons and not contrary to this Trust Agreement or any other Basic Document.

Section 6.05. Not Acting in Individual Capacity. Except as provided in this Article VI, in accepting the trusts hereby created Wilmington Trust Company acts solely as Owner Trustee hereunder and not in its individual capacity, and all Persons having any claim against the Owner Trustee by reason of the transactions contemplated by this Trust Agreement or any other Basic Document shall look only to the Trust Estate for payment or satisfaction thereof.

Section 6.06. Owner Trustee Not Liable for Certificates or Related Documents. The recitals contained herein and in the Certificates (other than the signatures of the Owner Trustee on the Certificates) shall be taken as the statements of the Depositor, and the Owner Trustee assumes no responsibility for the correctness thereof. The Owner Trustee makes no representations as to the validity or sufficiency of this Trust Agreement, of any other Basic Document or of the Certificates (other than the signatures of the Owner Trustee on the Certificates) or the Notes, or of any Related Documents. The Owner Trustee shall at no time have any responsibility or liability with respect to the sufficiency of the Trust Estate or its ability to generate the payments to be distributed to Certificateholders under this Trust Agreement or the Noteholders under the Indenture, including, the compliance by the Depositor or the Seller with

any warranty or representation made under any Basic Document or in any related document or the accuracy of any such warranty or representation, or any action of the Certificate Paying Agent, the Certificate Registrar or the Indenture Trustee taken in the name of the Owner Trustee.

Section 6.07. Owner Trustee May Own Certificates and Notes. The Owner Trustee in its individual or any other capacity may become the owner or pledgee of Certificates or Notes and may deal with the Depositor, the Sellers, the Certificate Paying Agent, the Certificate Registrar and the Indenture Trustee in transactions with the same rights as it would have if it were not Owner Trustee.

ARTICLE VII

Compensation of Owner Trustee

Section 7.01. Owner Trustee's Fees and Expenses. The Owner Trustee shall receive as compensation for its services hereunder such fees as have been separately agreed upon before the date hereof in accordance with Section 6.06 of the Servicing Agreement, and the Owner Trustee shall be reimbursed for its reasonable expenses hereunder and under the other Basic Documents, including the reasonable compensation, expenses and disbursements of such agents, representatives, experts and counsel as the Owner Trustee may reasonably employ in connection with the exercise and performance of its rights and its duties hereunder and under the other Basic Documents which shall be payable by the Servicer pursuant to Section 3.09 of the Servicing Agreement.

Section 7.02. Indemnification. The Certificateholder of the majority of the Percentage Interest of the Class SB Certificates shall indemnify, defend and hold harmless the Owner Trustee and its successors, assigns, agents and servants (collectively, the "Indemnified Parties") from and against, any and all liabilities, obligations, losses, damages, taxes, claims, actions and suits, and any and all reasonable costs, expenses and disbursements (including reasonable legal fees and expenses) of any kind and nature whatsoever (collectively, "Expenses") which may at any time be imposed on, incurred by, or asserted against the Owner Trustee or any Indemnified Party in any way relating to or arising out of this Trust Agreement, the other Basic Documents, the Trust Estate, the administration of the Trust Estate or the action or inaction of the Owner Trustee hereunder; provided, that:

(a) the Certificateholder of the majority of the Percentage Interest of the Class SB Certificates shall not be liable for or required to indemnify an Indemnified Party from and against Expenses arising or resulting from the Owner Trustee's willful misconduct, negligence or bad faith or as a result of any inaccuracy of a representation or warranty contained in Section 6.03 expressly made by the Owner Trustee;

(b) with respect to any such claim, the Indemnified Party shall have given the Certificateholder of the majority of the Percentage Interest of the Class SB Certificates written notice thereof promptly after the Indemnified Party shall have actual knowledge thereof;

(c) while maintaining control over its own defense, the Certificateholder of the majority of the Percentage Interest of the Class SB Certificates shall consult with the Indemnified Party in preparing such defense; and

(d) notwithstanding anything in this Trust Agreement to the contrary, the Certificateholder of the majority of the Percentage Interest of the Class SB Certificates shall not be liable for settlement of any claim by an Indemnified Party entered into without the prior consent of the Certificateholder of the majority of the Percentage Interest of the Class SB Certificates, which consent shall not be unreasonably withheld.

The indemnities contained in this Section shall survive the resignation or termination of the Owner Trustee or the termination of this Trust Agreement. In the event of any Proceeding for which indemnity may be sought pursuant to this Section 7.02, the Owner Trustee's choice of legal counsel, if other than the legal counsel retained by the Owner Trustee in connection with the execution and delivery of this Trust Agreement, shall be subject to the approval of the Certificateholder of the majority of the Percentage Interest of the Class SB Certificates, which approval shall not be unreasonably withheld. In addition, upon written notice to the Owner Trustee and with the consent of the Owner Trustee, which consent shall not be unreasonably withheld, the Certificateholder of the majority of the Percentage Interest of the Class SB Certificates shall have the right to assume the defense of any Proceeding against the Owner Trustee.

ARTICLE VIII

Termination of Trust Agreement

Section 8.01. Termination of Trust Agreement.

(a) This Trust Agreement (other than this Article VIII) and the Trust shall terminate and be of no further force or effect upon the final distribution of all moneys or other property or proceeds of the Trust Estate in accordance with the terms of the Indenture and this Trust Agreement. The bankruptcy, liquidation, dissolution, death or incapacity of any Certificateholder shall not (i) operate to terminate this Trust Agreement or the Trust, (ii) entitle such Certificateholder's legal representatives or heirs to claim an accounting or to take any Proceeding in any court for a partition or winding up of all or any part of the Trust or the Trust Estate or (iii) otherwise affect the rights, obligations and liabilities of the parties hereto.

(b) Except as provided in Section 8.01(a), neither the Depositor nor any Certificateholder shall be entitled to revoke or terminate the Trust.

(c) Notice of any termination of the Trust, specifying the Payment Date on which Certificateholders shall surrender their Certificates to the Certificate Paying Agent for payment of the final distribution thereon and cancellation thereof, shall be given by the Certificate Paying Agent by letter to the Certificateholders and the Enhancer mailed within five Business Days of receipt of notice of such termination from the Owner Trustee, stating (i) the Payment Date upon or with respect to which final payment of the Certificates shall be made upon presentation and surrender of the Certificates at the office of the Certificate Paying Agent therein designated, (ii)

the amount of any such final payment and (iii) that the Record Date otherwise applicable to such Payment Date is not applicable, payments being made only upon presentation and surrender of the Certificates at the office of the Certificate Paying Agent therein specified. The Certificate Paying Agent shall give such notice to the Owner Trustee and the Certificate Registrar at the time such notice is given to Certificateholders. Upon presentation and surrender of the Certificates, the Certificate Paying Agent shall cause to be distributed to Certificateholders amounts distributable on such Payment Date pursuant to Section 5.01.

In the event that all of the Certificateholders shall not have surrendered their Certificates for cancellation within six months after the date specified in the above mentioned written notice, the Certificate Paying Agent shall give a second written notice to the remaining Certificateholders to surrender their Certificates for cancellation and receive the final distribution with respect thereto. Subject to applicable laws with respect to escheat of funds, if within one year following the Payment Date on which final payment of the Certificates was to have been made pursuant to Section 3.10, all the Certificates shall not have been surrendered for cancellation, the Certificate Paying Agent may take appropriate steps, or may appoint an agent to take appropriate steps, to contact the remaining Certificateholders concerning surrender of their Certificates, and the cost thereof shall be paid out of the funds and other assets that shall remain subject to this Trust Agreement. Any funds remaining in the Distribution Account after exhaustion of such remedies shall be distributed by the Certificate Paying Agent to the Certificateholder of the majority of the Percentage Interest of the Certificates of the Class with respect to which such amounts are due.

(d) Upon the winding up of the Trust and its termination, the Owner Trustee shall cause the Certificate of Trust to be cancelled by filing a certificate of cancellation with the Secretary of State in accordance with the provisions of Section 3810(c) of the Statutory Trust Statute.

Section 8.02. Additional Termination Requirements.

(a) Each REMIC shall be terminated in accordance with the following additional requirements including upon the exercise by the Servicer of an optional redemption of the Notes pursuant to Section 8.08 of the Servicing Agreement, unless the Owner Trustee, the REMIC Administrator and the Servicer have received an Opinion of Counsel (which Opinion of Counsel shall not be an expense of the Owner Trustee) to the effect that the failure of any REMIC to comply with the requirements of this Section 8.02 will not (i) result in the imposition on the Trust Estate of taxes on “prohibited transactions,” as described in Section 860F of the Code, or (ii) cause any of the REMICs to fail to qualify as a REMIC at any time that any Certificate is outstanding:

(i) The Servicer shall establish a 90-day liquidation period for such REMIC and specify the first day of such period in a statement, which the Indenture Trustee shall attach to the Trust Estate’s final Tax Return pursuant to Treasury regulations Section 1.860F-1. The Servicer also shall satisfy all of the requirements of a qualified liquidation for a REMIC under Section 860F of the Code and regulations thereunder;

(ii) The Servicer shall notify the Owner Trustee and the Indenture Trustee at the commencement of such 90-day liquidation period and, at or prior to the time of making of the final payment on the Certificates, the Owner Trustee shall sell or otherwise dispose of all of the remaining assets of the Trust Estate in accordance with the terms hereof; and

(iii) If the Servicer is exercising its right to purchase the assets of the Trust Estate, the Servicer shall, during the 90-day liquidation period and at or prior to the Final Payment Date, purchase all of the assets of the Trust Estate for cash.

(b) Each Holder of a Security and the Owner Trustee hereby irrevocably approves and appoints the Servicer as its attorney-in-fact to adopt a plan of complete liquidation for such REMIC at the expense of the Trust Estate in accordance with the terms and conditions of this Agreement.

ARTICLE IX

Successor Owner Trustees and Additional Owner Trustees

Section 9.01. Eligibility Requirements for Owner Trustee. The Owner Trustee shall at all times be a corporation satisfying the provisions of Section 3807(a) of the Statutory Trust Statute; authorized to exercise corporate trust powers; having a combined capital and surplus of at least \$50,000,000 and subject to supervision or examination by federal or state authorities; and having (or having a parent that has) long-term debt obligations with a rating of at least A by Moody's or Standard & Poor's. If such corporation shall publish reports of condition at least annually pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purpose of this Section, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Owner Trustee shall cease to be eligible in accordance with the provisions of this Section 9.01, the Owner Trustee shall resign immediately in the manner and with the effect specified in Section 9.02.

Section 9.02. Replacement of Owner Trustee. The Owner Trustee may at any time resign and be discharged from the trusts hereby created by giving 30 days' prior written notice thereof to the Enhancer, the Indenture Trustee and the Depositor. Upon receiving such notice of resignation, the Indenture Trustee shall promptly appoint a successor Owner Trustee with the consent of the Enhancer, which consent shall not be unreasonably withheld, by written instrument, in duplicate, one copy of which instrument shall be delivered to the resigning Owner Trustee and one copy to the successor Owner Trustee. If no successor Owner Trustee shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning Owner Trustee may petition any court of competent jurisdiction for the appointment of a successor Owner Trustee.

If at any time the Owner Trustee shall cease to be eligible in accordance with the provisions of Section 9.01 and shall fail to resign after written request therefor by the Indenture Trustee, or if at any time the Owner Trustee shall be legally unable to act, or shall be adjudged bankrupt or insolvent, or a receiver of the Owner Trustee or of its property shall be appointed, or

any public officer shall take charge or control of the Owner Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then the Indenture Trustee may, and, at the direction of the Enhancer, shall, remove the Owner Trustee. If the Indenture Trustee shall remove the Owner Trustee under the authority of the immediately preceding sentence, the Indenture Trustee shall promptly appoint a successor Owner Trustee acceptable to the Enhancer by written instrument, in duplicate, one copy of which instrument shall be delivered to the outgoing Owner Trustee so removed and one copy to the successor Owner Trustee, and shall pay all fees owed to the outgoing Owner Trustee. If the Indenture Trustee is unable to appoint a successor Owner Trustee within 60 days after any such direction, the Indenture Trustee may petition any court of competent jurisdiction for the appointment of a successor Owner Trustee.

Any resignation or removal of the Owner Trustee and appointment of a successor Owner Trustee pursuant to any of the provisions of this Section shall not become effective until acceptance of appointment by the successor Owner Trustee pursuant to Section 9.03 and payment of all fees and expenses owed to the outgoing Owner Trustee.

Section 9.03. Successor Owner Trustee. Any successor Owner Trustee appointed pursuant to Section 9.02 shall execute, acknowledge and deliver to the Indenture Trustee and to its predecessor Owner Trustee an instrument accepting such appointment under this Trust Agreement, and thereupon the resignation or removal of the predecessor Owner Trustee shall become effective, and such successor Owner Trustee, without any further act, deed or conveyance, shall become fully vested with all the rights, powers, duties and obligations of its predecessor under this Trust Agreement, with like effect as if originally named as Owner Trustee. The predecessor Owner Trustee shall upon payment of its fees and expenses deliver to the successor Owner Trustee all documents and statements and monies held by it under this Trust Agreement; and the predecessor Owner Trustee shall execute and deliver such instruments and do such other things as may reasonably be required for fully and certainly vesting and confirming in the successor Owner Trustee all such rights, powers, duties and obligations.

No successor Owner Trustee shall accept appointment as provided in this Section 9.03 unless at the time of such acceptance such successor Owner Trustee shall be eligible pursuant to Section 9.01.

Upon acceptance of appointment by a successor Owner Trustee pursuant to this Section 9.03, the Indenture Trustee shall mail notice thereof to all Certificateholders, the Indenture Trustee, the Noteholders and the Rating Agencies and the Enhancer. If the Indenture Trustee shall fail to mail such notice within 10 days after acceptance of such appointment by the successor Owner Trustee, the successor Owner Trustee shall cause such notice to be mailed at the expense of the Indenture Trustee.

Section 9.04. Merger or Consolidation of Owner Trustee. Any Person into which the Owner Trustee may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to which the Owner Trustee shall be a party, or any Person succeeding to all or substantially all of the corporate trust business of the Owner Trustee, shall be the successor of the Owner Trustee hereunder, without the execution or filing of any instrument or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided, that such Person shall be eligible pursuant to Section

9.01 and, provided, further, that the Owner Trustee shall mail notice of such merger or consolidation to the Rating Agencies.

Section 9.05. Appointment of Co-Trustee or Separate Trustee. Notwithstanding any other provisions of this Trust Agreement, at any time, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Trust Estate may at the time be located, the Owner Trustee shall have the power and shall execute and deliver all instruments to appoint one or more Persons to act as co-trustee, jointly with the Owner Trustee, or as separate trustee or trustees, of all or any part of the Trust Estate, and to vest in such Person, in such capacity, such title to the Trust or any part thereof and, subject to the other provisions of this Section, such powers, duties, obligations, rights and trusts as the Owner Trustee may consider necessary or desirable. No co-trustee or separate trustee under this Trust Agreement shall be required to meet the terms of eligibility as a successor Owner Trustee pursuant to Section 9.01 and no notice of the appointment of any co-trustee or separate trustee shall be required pursuant to Section 9.03.

Each separate trustee and co-trustee shall, to the extent permitted by law, be appointed and act subject to the following provisions and conditions:

(a) All rights, powers, duties and obligations conferred or imposed upon the Owner Trustee shall be conferred upon and exercised or performed by the Owner Trustee and such separate trustee or co-trustee jointly (it being understood that such separate trustee or co-trustee is not authorized to act separately without the Owner Trustee joining in such act), except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed, the Owner Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations (including the holding of title to the Trust Estate or any portion thereof in any such jurisdiction) shall be exercised and performed singly by such separate trustee or co-trustee, but solely at the direction of the Owner Trustee;

(b) No trustee under this Trust Agreement shall be personally liable by reason of any act or omission of any other trustee under this Trust Agreement; and

(c) The Owner Trustee may at any time accept the resignation of or remove any separate trustee or co-trustee.

Any notice, request or other writing given to the Owner Trustee shall be deemed to have been given to each of the then separate trustees and co-trustees, as effectively as if given to each of them. Every instrument appointing any separate trustee or co-trustee shall refer to this Trust Agreement and the conditions of this Article IX. Each separate trustee and co-trustee, upon its acceptance of the trusts conferred, shall be vested with the estates or property specified in its instrument of appointment, either jointly with the Owner Trustee or separately, as may be provided therein, subject to all the provisions of this Trust Agreement, specifically including every provision of this Trust Agreement relating to the conduct of, affecting the liability of, or affording protection to, the Owner Trustee. Each such instrument shall be filed with the Owner Trustee.

Any separate trustee or co-trustee may at any time appoint the Owner Trustee as its agent or attorney-in-fact with full power and authority, to the extent not prohibited by law, to do any

lawful act under or in respect of this Trust Agreement on its behalf and in its name. If any separate trustee or co-trustee shall die, become incapable of acting, resign or be removed, all of its estates, properties, rights, remedies and trusts shall vest in and be exercised by the Owner Trustee, to the extent permitted by law, without the appointment of a new or successor co-trustee or separate trustee.

ARTICLE X

Miscellaneous

Section 10.01. Amendments.

(a) This Trust Agreement may be amended from time to time by the parties hereto as specified in this Section 10.01, provided that any such amendment, except as provided in paragraph (e) below, shall be accompanied by an Opinion of Counsel addressed to the Owner Trustee and the Enhancer to the effect that such amendment (i) complies with the provisions of this Section and (ii) will not cause the Trust to be subject to any tax or cause any of the REMICs to fail to qualify as a REMIC for federal income tax purposes.

(b) If the purpose of any such amendment (as detailed therein) is to correct any mistake, eliminate any inconsistency, cure any ambiguity or deal with any matter not covered in this Trust Agreement (*i.e.*, to give effect to the intent of the parties), it shall not be necessary to obtain the consent of any Certificateholders, but the Owner Trustee shall be furnished with (i) a letter from each Rating Agency that the amendment will not result in a Rating Event (determined without regard to the Policy) and (ii) an Opinion of Counsel to the effect that such action will not adversely affect in any material respect the interests of any Certificateholder and the Enhancer shall be obtained.

(c) If the purpose of the amendment is to prevent the imposition of any federal or state taxes at any time that any Security is outstanding (*i.e.*, technical in nature), it shall not be necessary to obtain the consent of any Certificateholder, but the Owner Trustee shall be furnished with an Opinion of Counsel that such amendment is necessary or helpful to prevent the imposition of such taxes and is not materially adverse to any Certificateholder and the Enhancer shall be obtained.

(d) If the purpose of the amendment is to add or eliminate or change any provision of the Trust Agreement other than as contemplated in (b) and (c) above, the amendment shall require (i) the consent of the Enhancer and an Opinion of Counsel to the effect that such action will not adversely affect in any material respect the interests of any Certificateholder and (ii) either (A) a letter from each Rating Agency that such amendment will not cause a Rating Event (determined without regard to the Policy) or (B) the consent of Certificateholders of each Class of Certificates evidencing a majority of the aggregate Certificate Percentage Interest and the Indenture Trustee; provided, however, that no such amendment shall reduce in any manner the amount of, or delay the timing of, payments received that are required to be distributed on any Certificate without the consent of each Certificateholder affected thereby and the Enhancer, or reduce the aforesaid percentage of Certificates the Certificateholders of which are required to

consent to any such amendment, without the consent of the Certificateholders of all such Certificates then outstanding.

(e) No amendment of this Trust Agreement may provide for the holding of any of the Certificates in book-entry form.

(f) If the purpose of any such amendment is to provide for the issuance of additional Certificates representing an interest in the Trust, it shall not be necessary to obtain the consent of any Certificateholder, but the Owner Trustee shall be furnished with (i) an Opinion of Counsel to the effect that such action will not adversely affect in any material respect the interests of any Certificateholders and (B) a letter from each Rating Agency to the effect that such amendment will not cause a Rating Event, if determined without regard to the Policy, and the consent of the Enhancer shall be obtained.

(g) Promptly after the execution of any such amendment or consent, the Owner Trustee shall furnish written notification of the substance of such amendment or consent to each Certificateholder, the Indenture Trustee, the Enhancer and each of the Rating Agencies. It shall not be necessary for the consent of Certificateholders or the Indenture Trustee pursuant to this Section 10.01 to approve the particular form of any proposed amendment or consent, but it shall be sufficient if such consent shall approve the substance thereof. The manner of obtaining such consents (and any other consents of Certificateholders provided for in this Trust Agreement or in any other Basic Document) and of evidencing the authorization of the execution thereof by Certificateholders shall be subject to such reasonable requirements as the Owner Trustee may prescribe.

(h) In connection with the execution of any amendment to any agreement to which the Trust is a party, other than this Trust Agreement, the Owner Trustee shall be entitled to receive and conclusively rely upon an Opinion of Counsel to the effect that such amendment is authorized or permitted by the documents subject to such amendment and that all conditions precedent in the Basic Documents for the execution and delivery thereof by the Trust or the Owner Trustee, as the case may be, have been satisfied.

Promptly after the execution of any amendment to the Certificate of Trust, the Owner Trustee shall cause the filing of such amendment with the Secretary of State.

Section 10.02. No Legal Title to Trust Estate. The Certificateholders shall not have legal title to any part of the Trust Estate. The Certificateholders shall be entitled to receive distributions with respect to their undivided beneficial interest therein only in accordance with Articles V and VIII. No transfer, by operation of law or otherwise, of any right, title or interest of the Certificateholders to and in their ownership interest in the Trust Estate shall operate to terminate this Trust Agreement or the trusts hereunder or entitle any transferee to an accounting or to the transfer to it of legal title to any part of the Trust Estate.

Section 10.03. Limitations on Rights of Others. Except for Section 2.07, the provisions of this Trust Agreement are solely for the benefit of the Owner Trustee, the Depositor, the Certificateholders, the Enhancer and, to the extent expressly provided herein, the Indenture Trustee and the Noteholders, and nothing in this Trust Agreement (other than Section 2.07),

whether express or implied, shall be construed to give to any other Person any legal or equitable right, remedy or claim in the Trust Estate or under or in respect of this Trust Agreement or any covenants, conditions or provisions contained herein.

Section 10.04. Notices.

(a) Unless otherwise expressly specified or permitted by the terms hereof, all notices shall be in writing and shall be deemed given upon receipt: if to the Owner Trustee, addressed to its Corporate Trust Office; if to the Certificate Paying Agent, addressed to Wells Fargo Bank, N.A., P.O. Box 98, Columbia, Maryland 21046, Attention: Corporate Trust Services, GMACM Home Equity Loan Trust 2005-HE2 Trust, with a copy to the Corporate Trust Office of the Indenture Trustee, if to the Depositor, addressed to Residential Asset Mortgage Products, Inc., 8400 Normandale Lake Boulevard, Suite 600, Minneapolis, Minnesota 55437, Attention: President, Re: GMACM Home Equity Loan Trust 2005-HE2; if to the Enhancer, Financial Guaranty Insurance Company, 125 Park Avenue, 6th Floor, New York, New York 10017 (GMACM Home Equity Loan Trust 2005-HE2); if to the Rating Agencies, addressed to Moody's Investors Service, Inc., 99 Church Street, 4th Floor, New York, New York 10001, to Standard & Poor's, a division of The McGraw-Hill Companies, Inc., 55 Water Street, New York, New York 10004, Attention: Structured Finance Department – MBS and to Dominion Bond Rating Service, Inc., 55 Broadway, 15th Floor, New York, New York 10006; or, as to each of the foregoing Persons, at such other address as shall be designated by such Person in a written notice to each of the other foregoing Persons.

(b) Any notice required or permitted to be given to a Certificateholder shall be given by first-Class mail, postage prepaid, at the address of such Certificateholder as shown in the Certificate Register. Any notice so mailed within the time prescribed in this Trust Agreement to a Certificateholder shall be conclusively presumed to have been duly given, whether or not such Certificateholder receives such notice.

(c) A copy of any notice delivered to the Owner Trustee or the Trust shall also be delivered to the Depositor.

Section 10.05. Severability. Any provision of this Trust Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 10.06. Separate Counterparts. This Trust Agreement may be executed by the parties hereto in any number of counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 10.07. Successors and Assigns. All representations, warranties, covenants and agreements contained herein shall be binding upon, and inure to the benefit of, each of the Enhancer, the Depositor, the Owner Trustee and its successors and each Certificateholder and its successors and permitted assigns, all as herein provided. Any request, notice, direction, consent,

waiver or other instrument or action by a Certificateholder shall bind the successors and assigns of such Certificateholder.

Section 10.08. No Petition. The Owner Trustee, by entering into this Trust Agreement, and each Certificateholder, by accepting a Certificate, hereby covenant and agree that they will not at any time institute against the Depositor or the Trust, or join in any institution against the Depositor or the Trust of, any bankruptcy Proceedings under any United States federal or state bankruptcy or similar law in connection with any obligations to the Certificates, the Notes, this Trust Agreement or any of the other Basic Documents.

Section 10.09. No Recourse. Each Certificateholder, by accepting a Certificate, acknowledges that such Certificateholder's Certificate represents a beneficial interest in the Trust only and does not represent an interest in or obligation of the Depositor, the Sellers, the Owner Trustee, the Indenture Trustee or any Affiliate thereof, and that no recourse may be had against such Persons or their assets, except as may be expressly set forth or contemplated in the Certificates, this Trust Agreement or the other Basic Documents.

Section 10.10. Headings. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 10.11. GOVERNING LAW. THIS TRUST AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

Section 10.12. Integration. This Trust Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understanding pertaining thereto.

Section 10.13. [Rights of Enhancer to Exercise Rights of Certificateholders](#). By accepting its Certificate, each Certificateholder agrees that unless an Enhancer Default exists, the Enhancer shall have the right to exercise all rights of the Certificateholders under this Trust Agreement without any further consent of the Certificateholders. Nothing in this Section, however, shall alter or modify in any way, the fiduciary obligations of the Owner Trustee to the Certificateholders pursuant to this Trust Agreement, or create any fiduciary obligation of the Owner Trustee to the Enhancer. The Enhancer shall be an express third party beneficiary of this Trust Agreement.

IN WITNESS WHEREOF, the Depositor and the Owner Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized, all as of the day and year first above written.

RESIDENTIAL ASSET MORTGAGE
PRODUCTS, INC.,
as Depositor

By: _____
Name:
Title:

WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as
Owner Trustee, except with respect to the
representations and warranties contained in
Section 6.03 hereof

By: _____
Name:
Title:

Acknowledged and Agreed:

WELLS FARGO BANK, N.A.
as Indenture Trustee, Certificate Registrar
and Certificate Paying Agent

By: _____
Name:
Title:

EXHIBIT A

FORM OF CLASS SB CERTIFICATE

THIS CLASS SB CERTIFICATE IS SUBORDINATED IN RIGHT OF PAYMENT TO THE NOTES AS DESCRIBED IN THE AGREEMENT (AS DEFINED HEREIN).

THIS CLASS SB CERTIFICATE IS ISSUED IN THE PERCENTAGE INTEREST SET FORTH BELOW. THE CERTIFICATEHOLDER OF THIS CERTIFICATE HEREBY CONSENTS TO ANY CHANGE IN ITS PERCENTAGE INTEREST IN ACCORDANCE WITH SUCH SECTION.

SOLELY FOR U.S. FEDERAL INCOME TAX PURPOSES, THIS NOTE IS A “REGULAR INTEREST” IN A “REAL ESTATE MORTGAGE INVESTMENT CONDUIT” AS THOSE TERMS ARE DEFINED, RESPECTIVELY, IN SECTIONS 860G AND 860D OF THE INTERNAL REVENUE CODE OF 1986 (THE “CODE”).

THIS CLASS SB CERTIFICATE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE RESOLD OR TRANSFERRED UNLESS IT IS REGISTERED PURSUANT TO SUCH ACT AND STATE LAWS OR IS SOLD OR TRANSFERRED IN TRANSACTIONS WHICH ARE EXEMPT FROM REGISTRATION UNDER SUCH ACT AND SUCH STATE LAWS AND IS TRANSFERRED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 3.05 OF THE AGREEMENT.

NO TRANSFER OF THIS CLASS SB CERTIFICATE SHALL BE MADE UNLESS THE CERTIFICATE REGISTRAR SHALL HAVE RECEIVED EITHER (i) A REPRESENTATION LETTER, IN THE FORM OF EXHIBIT G TO THE AGREEMENT, FROM THE TRANSFEREE OF THIS CERTIFICATE TO THE EFFECT THAT SUCH TRANSFEREE IS NOT AN EMPLOYEE BENEFIT OR OTHER PLAN SUBJECT TO THE PROHIBITED TRANSACTION RESTRICTIONS AND THE FIDUCIARY RESPONSIBILITY REQUIREMENTS OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”), OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”), ANY PERSON ACTING, DIRECTLY OR INDIRECTLY, ON BEHALF OF ANY SUCH PLAN OR ANY PERSON USING “PLAN ASSETS,” WITHIN THE MEANING OF THE DEPARTMENT OF LABOR REGULATIONS SECTION 2510.3-101, TO ACQUIRE THIS CLASS SB CERTIFICATE (EACH, A “PLAN INVESTOR”), OR (ii) IF THIS CLASS SB CERTIFICATE IS PRESENTED FOR REGISTRATION IN THE NAME OF A PLAN INVESTOR, AN OPINION OF COUNSEL ACCEPTABLE TO AND IN FORM AND SUBSTANCE SATISFACTORY TO THE DEPOSITOR, THE OWNER TRUSTEE, THE SERVICER AND THE CERTIFICATE REGISTRAR, TO THE EFFECT THAT THE PURCHASE OR HOLDING OF THIS CLASS SB CERTIFICATE IS PERMISSIBLE UNDER APPLICABLE LAW, WILL NOT CONSTITUTE OR RESULT IN A PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (OR COMPARABLE PROVISIONS OF ANY SUBSEQUENT ENACTMENTS) AND WILL NOT SUBJECT THE DEPOSITOR, THE OWNER TRUSTEE, THE SERVICER OR THE CERTIFICATE REGISTRAR TO ANY OBLIGATION OR LIABILITY (INCLUDING OBLIGATIONS OR LIABILITIES UNDER

SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE) IN ADDITION TO THOSE UNDERTAKEN IN THE AGREEMENT.

THE TRANSFEREE OF THIS CLASS SB CERTIFICATE SHALL BE SUBJECT TO UNITED STATES FEDERAL WITHHOLDING TAX UNLESS THE CERTIFICATE REGISTRAR SHALL HAVE RECEIVED A CERTIFICATE OF NON-FOREIGN STATUS CERTIFYING AS TO THE TRANSFEREE'S STATUS AS A U.S. PERSON OR CORPORATION OR PARTNERSHIP UNDER U.S. LAW.

THIS CLASS SB CERTIFICATE DOES NOT REPRESENT AN INTEREST IN OR OBLIGATION OF THE SELLERS, THE DEPOSITOR, THE SERVICER, THE INDENTURE TRUSTEE, THE OWNER TRUSTEE OR ANY OF THEIR RESPECTIVE AFFILIATES, EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT OR THE OTHER BASIC DOCUMENTS.

Class: SB

Certificate No.

Percentage Interest: 100%

Cut-Off Date: June 1, 2005

Date of Trust Agreement: June 29, 2005

First Payment Date: July 25, 2005

Final Payment Date: November 25, 2035

GMACM HOME EQUITY LOAN-BACKED CERTIFICATE, SERIES 2005-HE2

evidencing a fractional undivided interest in GMACM Home Equity Loan Trust 2005-HE2 (the "Issuer"), the property of which consists primarily of the Mortgage Loans.

This Class SB Certificate is payable solely from the assets of the Trust Estate, and does not represent an obligation of or interest in the Depositor, the Sellers, the Servicer, the Indenture Trustee or the Owner Trustee or any of their Affiliates. This Class SB Certificate is not guaranteed or insured by any governmental agency or instrumentality or by the Depositor, the Sellers, the Servicer, the Indenture Trustee or the Owner Trustee or any of their affiliates. None of the Depositor, the Sellers, the Servicer, the Indenture Trustee or the Owner Trustee or any of their Affiliates will have any obligation with respect to any certificate or other obligation secured by or payable from payments on the Certificates.

This certifies that GMAC Mortgage Corporation is the registered owner of the Certificate Percentage Interest evidenced by this Class SB Certificate (as set forth on the face hereof) in certain distributions with respect to the Trust Estate, consisting primarily of the Mortgage Loans,

created by Residential Asset Mortgage Products, Inc. (the “Depositor”). The Trust (as defined herein) was created pursuant to a trust agreement dated as of June 29, 2005 (as amended and supplemented from time to time, the “Agreement”), between the Depositor and Wilmington Trust Company, as owner trustee (the “Owner Trustee,” which term includes any successor entity under the Agreement), a summary of certain of the pertinent provisions of which is set forth hereafter. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in Appendix A to the indenture dated as of June 29, 2005, between the Trust and the Indenture Trustee. This Class SB Certificate is issued under and is subject to the terms, provisions and conditions of the Agreement, to which Agreement the Certificateholder of this Class SB Certificate by virtue of the acceptance hereof assents and by which such Certificateholder is bound.

Pursuant to the terms of the Agreement, a distribution will be made on the 25th day of each March, June, September and December or, if such 25th day is not a Business Day, the Business Day immediately following (the “Payment Date”), commencing on the first Payment Date specified above, to the Person in whose name this Class SB Certificate is registered at the close of business on the last day (or if such last day is not a Business Day, the Business Day immediately preceding such last day) of the month immediately preceding the month of such distribution (the “Record Date”), in an amount equal to the pro rata portion evidenced by this Class SB Certificate (based on the Percentage Interest stated on the face hereon) of the amount, if any, required to be distributed to Certificateholders of Class SB Certificates on such Payment Date. Distributions on this Class SB Certificate will be made as provided in the Agreement by the Certificate Paying Agent by wire transfer or check mailed to the Certificateholder of record in the Certificate Register without the presentation or surrender of this Class SB Certificate or the making of any notation hereon. Pursuant to the Agreement, the Trust has issued three Classes of Certificates, designated as the Class SB Certificates, the Class R-I Certificates and the Class R-II Certificates.

Except as otherwise provided in the Agreement and notwithstanding the above, the final distribution on this Class SB Certificate will be made after due notice by the Certificate Paying Agent of the pendency of such distribution and only upon presentation and surrender of this Class SB Certificate at the Corporate Trust Office of the Certificate Registrar.

No transfer of this Class SB Certificate will be made unless such transfer is exempt from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”), and any applicable state securities laws or is made in accordance the Securities Act and such state laws. In the event that such a transfer is to be made, (i) the Certificate Registrar or the Depositor may require an Opinion of Counsel acceptable to and in form and substance satisfactory to the Certificate Registrar and the Depositor that such transfer is exempt (describing the applicable exemption and the basis therefor) from or is being made pursuant to the registration requirements of the Securities Act, and of any applicable statute of any state and (ii) the transferee shall execute an investment letter in the form described in the Agreement and (iii) the Certificate Registrar shall require the transferee to execute an investment letter and a Certificate of Non-Foreign Status in the form described by the Agreement (or if a Certificate of Non-Foreign Status is not provided, an Opinion of Counsel as described in the Agreement), which investment letter and certificate or Opinion of Counsel shall not be at the expense of the Trust, the Owner Trustee, the Certificate Registrar or the Depositor. The Certificateholder

hereof desiring to effect such transfer shall, and does hereby agree to, indemnify the Trust, the Owner Trustee, the Depositor, the Servicer and the Certificate Registrar against any liability that may result if the transfer is not so exempt or is not made in accordance with such federal and state laws. In connection with any such transfer, the Certificate Registrar (unless otherwise directed by the Depositor) will also require either (i) a representation letter, in the form of Exhibit G to the Agreement, stating that the transferee is not an employee benefit or other plan subject to the prohibited transaction restrictions or the fiduciary responsibility requirements of ERISA or Section 4975 of the Code (a "Plan"), any person acting, directly or indirectly, on behalf of any such Plan or any Person using the "plan assets," within the meaning of the Department of Labor Regulations Section 2510.3-101, to effect such acquisition (collectively, a "Plan Investor") or (ii) if such transferee is a Plan Investor, an Opinion of Counsel acceptable to and in form and substance satisfactory to the Depositor, the Owner Trustee, the Servicer and the Certificate Registrar, to the effect that the purchase or holding of such Class SB Certificate is permissible under applicable law, will not constitute or result in a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code (or comparable provisions of any subsequent enactments) and will not subject the Depositor, the Owner Trustee, the Servicer or the Certificate Registrar to any obligation or liability (including obligations or liabilities under Section 406 of ERISA or Section 4975 of the Code) in addition to those undertaken in the Agreement.

This Class SB Certificate is one of a duly authorized issue of Certificates designated as GMACM Home Equity Loan-Backed Certificates of the Series specified hereon (the "Certificates").

The Certificateholder of this Class SB Certificate, by its acceptance hereof, agrees that it will look solely to the funds on deposit in the Distribution Account that have been released from the Lien of the Indenture for payment hereunder and that neither the Owner Trustee in its individual capacity nor the Depositor is personally liable to the Certificateholders for any amount payable under this Class SB Certificate or the Agreement or, except as expressly provided in the Agreement, subject to any liability under the Agreement.

The Certificateholder of this Class SB Certificate acknowledges and agrees that its rights to receive distributions in respect of this Class SB Certificate are subordinated to the rights of the Noteholders as described in the Indenture.

Each Certificateholder, by its acceptance of a Certificate, covenants and agrees that such Certificateholder will not at any time institute against the Depositor, or join in any institution against the Depositor or the Trust of, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings under any United States federal or state bankruptcy or similar law in connection with any obligations relating to the Certificates, the Notes, the Agreement or any of the other Basic Documents.

The Agreement permits the amendment thereof as specified below, provided that any amendment be accompanied by the consent of the Enhancer and an Opinion of Counsel to the Owner Trustee to the effect that such amendment complies with the provisions of the Agreement and will not cause the Trust to be subject to an entity level tax. If the purpose of any such amendment is to correct any mistake, eliminate any inconsistency, cure any ambiguity or deal with any matter not covered, it shall not be necessary to obtain the consent of any

Certificateholder, but the Owner Trustee shall be furnished with a letter from each Rating Agency to the effect that such amendment will not cause a Rating Event determined without regard to the Policy, and the consent of the Enhancer shall be obtained. If the purpose of any such amendment is to prevent the imposition of any federal or state taxes at any time that any Security is Outstanding, it shall not be necessary to obtain the consent of the any Certificateholder, but the Owner Trustee shall be furnished with an Opinion of Counsel that such amendment is necessary or helpful to prevent the imposition of such taxes and is not materially adverse to any Certificateholder and the consent of the Enhancer shall be obtained. If the purpose of the amendment is to add or eliminate or change any provision of the Agreement, other than as specified in the preceding two sentences, the amendment shall require either (a) a letter from each Rating Agency to the effect that such amendment will not cause a Rating Event (determined without regard to the Policy) or (b) the consent of Certificateholders of a majority of the Percentage Interests of the Certificates and the Indenture Trustee; *provided, however*, that no such amendment shall (i) reduce in any manner the amount of, or delay the time of, payments received that are required to be distributed on any Certificate without the consent of all Certificateholders affected thereby and the Enhancer, or (ii) reduce the aforesaid percentage of Certificates the Certificateholders of which are required to consent to any such amendment without the consent of the Certificateholders of all such Certificates then outstanding.

As provided in the Agreement and subject to certain limitations therein set forth, the transfer of this Class SB Certificate is registerable in the Certificate Register upon surrender of this Class SB Certificate for registration of transfer at the Corporate Trust Office of the Certificate Registrar, accompanied by a written instrument of transfer in form satisfactory to the Certificate Registrar duly executed by the Certificateholder hereof or such Certificateholder's attorney duly authorized in writing, and thereupon one or more new Certificates of authorized denominations evidencing the same Class and aggregate Percentage Interest will be issued to the designated transferee. The initial Certificate Registrar appointed under the Agreement is the Owner Trustee.

Except as provided in the Agreement, the Class SB Certificates are issuable only in minimum denominations of a 10.0000% Percentage Interest and in integral multiples of a 0.0001% Percentage Interest in excess thereof. As provided in the Agreement and subject to certain limitations therein set forth, the Class SB Certificates are exchangeable for new Class SB Certificates of authorized denominations, as requested by the Certificateholder surrendering the same. This Class SB Certificate is issued in the Percentage Interest above.

No service charge will be made for any such registration of transfer or exchange, but the Owner Trustee or the Certificate Registrar may require payment of a sum sufficient to cover any tax or governmental charge payable in connection therewith.

The Owner Trustee, the Certificate Paying Agent, the Certificate Registrar and any agent of the Owner Trustee, the Certificate Paying Agent, or the Certificate Registrar may treat the Person in whose name this Class SB Certificate is registered as the owner hereof for all purposes, and none of the Owner Trustee, the Certificate Paying Agent, the Certificate Registrar or any such agent shall be affected by any notice to the contrary.

This Class SB Certificate shall be governed by and construed in accordance with the laws of the State of Delaware.

The obligations created by the Agreement in respect of this Class SB Certificate and the Trust created thereby shall terminate upon the final distribution of all moneys or other property or proceeds of the Trust Estate in accordance with the terms of the Indenture and the Agreement.

Unless the certificate of authentication hereon shall have been executed by an authorized officer of the Owner Trustee, or an authenticating agent by manual signature, this Class SB Certificate shall not be entitled to any benefit under the Agreement or be valid for any purpose.

[Signature Page Follows]

IN WITNESS WHEREOF, the Owner Trustee, on behalf of the Trust and not in its individual capacity, has caused this Class SB Certificate to be duly executed.

GMACM HOME EQUITY LOAN TRUST 2005-HE2

By: WILMINGTON TRUST COMPANY,
not in its individual capacity but solely
as Owner Trustee

Dated: June 29, 2005

By: _____
Authorized Signatory

CERTIFICATE OF AUTHENTICATION

This is one of the Certificates referred to in the within mentioned Agreement.

WILMINGTON TRUST COMPANY,
not in its individual capacity
but solely as Owner Trustee

By: _____
Authorized Signatory

or _____,
as Authenticating Agent of the Trust

By: _____
Authorized Signatory

ASSIGNMENT

Social Security or taxpayer I.D. or other identifying number of assignee: _____

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfer unto

(name and address of assignee)

the within Certificate, and all rights thereunder, hereby irrevocably constituting and appointing

to transfer said Certificate on the books of the Certificate Registrar, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

*/

*/ NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Certificate in every particular, without alteration, enlargement or any change whatever. Such signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

DISTRIBUTION INSTRUCTIONS

The assignee should include the following for the information of the Certificate Paying Agent:

Distribution shall be made by wire transfer in immediately available funds to

for the account of _____, account number _____, or, if
mailed by check, to _____.

Applicable statements should be mailed to _____.

Signature of assignee or agent
(for authorization of wire
transfer only)

EXHIBIT B
CERTIFICATE OF TRUST
OF
GMACM HOME EQUITY LOAN TRUST 2005-HE2

THE UNDERSIGNED, Wilmington Trust Company, as owner trustee (the "Trustee"), for the purpose of forming a statutory trust does hereby certify as follows:

1. The name of the statutory trust is:

GMACM HOME EQUITY LOAN TRUST 2005-HE2

2. The name and business address of the Trustee of the trust in the State Delaware is Wilmington Trust Company, Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890.

3. The statutory trust reserves the right to amend, alter, change, or repeal any provision contained in this Certificate of Trust in the manner now or hereafter prescribed by law.

4. This Certificate of Trust shall be effective upon filing.

THE UNDERSIGNED, being the Trustee hereinbefore named, for the purpose of forming a statutory trust pursuant to the provisions of the Delaware Statutory Trust Act, does make this certificate of trust, hereby declaring and further certifying that this is its act and deed and that to the best of the undersigned's knowledge and belief the facts herein stated are true.

WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as
owner trustee under the trust agreement to
be dated as of June 29, 2005

By: _____
Name:
Title:

Dated: June 29, 2005

EXHIBIT C

FORM OF RULE 144A INVESTMENT REPRESENTATION

Description of Rule 144A Securities, including numbers:

The undersigned seller, as registered holder (the “Seller”), intends to transfer the Rule 144A Securities described above to the undersigned buyer (the “Buyer”).

1. In connection with such transfer and in accordance with the agreements pursuant to which the Rule 144A Securities were issued, the Seller hereby certifies the following facts: Neither the Seller nor anyone acting on its behalf has offered, transferred, pledged, sold or otherwise disposed of the Rule 144A Securities, any interest in the Rule 144A Securities or any other similar security to, or solicited any offer to buy or accept a transfer, pledge or other disposition of the Rule 144A Securities, any interest in the Rule 144A Securities or any other similar security from, or otherwise approached or negotiated with respect to the Rule 144A Securities, any interest in the Rule 144A Securities or any other similar security with, any person in any manner, or made any general solicitation by means of general advertising or in any other manner, or taken any other action, that would constitute a distribution of the Rule 144A Securities under the Securities Act of 1933, as amended (the “1933 Act”), or that would render the disposition of the Rule 144A Securities a violation of Section 5 of the 1933 Act or require registration pursuant thereto, and that the Seller has not offered the Rule 144A Securities to any person other than the Buyer or another “qualified institutional buyer” as defined in Rule 144A under the 1933 Act.

2. The Buyer warrants and represents to, and covenants with, the Owner Trustee and the Depositor, pursuant to Section 3.05 of the trust agreement dated as of June 29, 2005 (the “Agreement”), between Residential Asset Mortgage Products, Inc., as depositor (the “Depositor”), and Wilmington Trust Company, as owner trustee (the “Owner Trustee”), as follows:

a. The Buyer understands that the Rule 144A Securities have not been registered under the 1933 Act or the securities laws of any state.

b. The Buyer considers itself a substantial, sophisticated institutional investor having such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of investment in the Rule 144A Securities.

c. The Buyer has been furnished with all information regarding the Rule 144A Securities that it has requested from the Seller, the Indenture Trustee, the Owner Trustee or the Servicer.

d. Neither the Buyer nor anyone acting on its behalf has offered, transferred, pledged, sold or otherwise disposed of the Rule 144A Securities, any interest in the Rule

144A Securities or any other similar security to, or solicited any offer to buy or accept a transfer, pledge or other disposition of the Rule 144A Securities, any interest in the Rule 144A Securities or any other similar security from, or otherwise approached or negotiated with respect to the Rule 144A Securities, any interest in the Rule 144A Securities or any other similar security with, any person in any manner, or made any general solicitation by means of general advertising or in any other manner, or taken any other action, that would constitute a distribution of the Rule 144A Securities under the 1933 Act or that would render the disposition of the Rule 144A Securities a violation of Section 5 of the 1933 Act or require registration pursuant thereto, nor will it act, nor has it authorized or will it authorize any person to act, in such manner with respect to the Rule 144A Securities.

e. The Buyer is a “qualified institutional buyer” as that term is defined in Rule 144A under the 1933 Act and has completed either of the forms of certification to that effect attached hereto as Annex 1 or Annex 2. The Buyer is aware that the sale to it is being made in reliance on Rule 144A. The Buyer is acquiring the Rule 144A Securities for its own account or the accounts of other qualified institutional buyers, understands that such Rule 144A Securities may be resold, pledged or transferred only (i) to a person reasonably believed to be a qualified institutional buyer that purchases for its own account or for the account of a qualified institutional buyer to whom notice is given that the resale, pledge or transfer is being made in reliance on Rule 144A, or (ii) pursuant to another exemption from registration under the 1933 Act.

3. The Buyer represents that:

(i) either (a) or (b) is satisfied, as marked below:

___ a. The Buyer is not any employee benefit plan subject to the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), or the Internal Revenue Code of 1986, as amended (the “Code”), a Person acting, directly or indirectly, on behalf of any such plan or any Person acquiring such Certificates with “plan assets” of a Plan within the meaning of the Department of Labor Regulations Section 2510.3-101; or

___ b. The Buyer will provide the Depositor, the Owner Trustee, the Certificate Registrar and the Servicer with an opinion of counsel, satisfactory to the Depositor, the Owner Trustee, the Certificate Registrar and the Servicer, to the effect that the purchase and holding of a Certificate by or on behalf of the Buyer is permissible under applicable law, will not constitute or result in a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code (or comparable provisions of any subsequent enactments) and will not subject the Depositor, the Owner Trustee, the Certificate Registrar or the Servicer to any obligation or liability (including liabilities under ERISA or Section 4975 of the Code) in addition to those undertaken in the Trust Agreement, which opinion of counsel shall not be an expense of the Depositor, the Owner Trustee, the Certificate Registrar or the Servicer; and

(ii) the Buyer is familiar with the prohibited transaction restrictions and fiduciary responsibility requirements of Sections 406 and 407 of ERISA and Section 4975 of the Code and understands that each of the parties to which this certification is made is relying and will continue to rely on the statements made in this paragraph 3.

This document may be executed in one or more counterparts and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed to be an original; such counterparts, together, shall constitute one and the same document.

Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in Appendix A to the indenture dated as of June 29, 2005, between the Trust and the Indenture Trustee.

IN WITNESS WHEREOF, each of the parties has executed this document as of the date set forth below.

Print Name of Seller

By: _____

Name:

Title:

Taxpayer Identification:

No. _____

Date: _____

Print Name of Buyer

By: _____

Name:

Title:

Taxpayer Identification:

No. _____

Date:

QUALIFIED INSTITUTIONAL BUYER STATUS UNDER SEC RULE 144A

For Buyers Other Than Registered Investment Companies

The undersigned hereby certifies as follows in connection with the Rule 144A Investment Representation to which this certification is attached:

1. As indicated below, the undersigned is the President, Chief Financial Officer, Senior Vice President or other executive officer of the Buyer.

2. In connection with purchases by the Buyer, the Buyer is a “qualified institutional buyer” as that term is defined in Rule 144A under the Securities Act of 1933 (“Rule 144A”) because (i) the Buyer owned and/or invested on a discretionary basis \$ _____¹ in securities (except for the excluded securities referred to below) as of the end of the Buyer’s most recent fiscal year (such amount being calculated in accordance with Rule 144A) and (ii) the Buyer satisfies the criteria in the category marked below.

____ Corporation, etc. The Buyer is a corporation (other than a bank, savings and loan association or similar institution), Massachusetts or similar business trust, partnership, or charitable organization described in Section 501(c)(3) of the Internal Revenue Code.

____ Bank. The Buyer (a) is a national bank or banking institution organized under the laws of any state, territory or the District of Columbia, the business of which is substantially confined to banking and is supervised by the state or territorial banking commission or similar official or is a foreign bank or equivalent institution, and (b) has an audited net worth of at least \$25,000,000 as demonstrated in its latest annual financial statements, a copy of which is attached hereto.

____ Savings and Loan. The Buyer (a) is a savings and loan association, building and loan association, cooperative bank, homestead association or similar institution, which is supervised and examined by a state or federal authority having supervision over any such institutions or is a foreign savings and loan association or equivalent institution and (b) has an audited net worth of at least \$25,000,000 as demonstrated in its latest annual financial statements.

____ Broker-Dealer. The Buyer is a dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended.

¹ Buyer must own and/or invest on a discretionary basis at least \$100,000,000 in securities unless Buyer is a dealer, and, in that case, Buyer must own and/or invest on a discretionary basis at least \$10,000,000 in securities.

- Insurance Company. The Buyer is an insurance company whose primary and predominant business activity is the writing of insurance or the reinsuring of risks underwritten by insurance companies and which is subject to supervision by the insurance commissioner or a similar official or agency of a state or territory or the District of Columbia.
- State or Local Plan. The Buyer is a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of the state or its political subdivisions, for the benefit of its employees.
- ERISA Plan. The Buyer is an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, as amended.
- Investment Adviser. The Buyer is an investment adviser registered under the Investment Advisers Act of 1940, as amended.
- SBIC. The Buyer is a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958, as amended.
- Business Development Company. The Buyer is a business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended.
- Trust Fund. The Buyer is a trust fund whose trustee is a bank or trust company and whose participants are exclusively (a) plans established and maintained by a state, its political subdivisions, or any agency or instrumentality of the state or its political subdivisions, for the benefit of its employees, or (b) employee benefit plans within the meaning of Title I of the Employee Retirement Income Security Act of 1974, as amended, but is not a trust fund that includes as participants individual retirement accounts or H.R. 10 plans.

3. The term “securities” as used herein does not include (i) securities of issuers that are affiliated with the Buyer, (ii) securities that are part of an unsold allotment to or subscription by the Buyer, if the Buyer is a dealer, (iii) bank deposit notes and certificates of deposit, (iv) loan participations, (v) repurchase agreements, (vi) securities owned but subject to a repurchase agreement and (vii) currency, interest rate and commodity swaps.

4. For purposes of determining the aggregate amount of securities owned and/or invested on a discretionary basis by the Buyer, the Buyer used the cost of such securities to the Buyer and did not include any of the securities referred to in the preceding paragraph. Further, in determining such aggregate amount, the Buyer may have included securities owned by subsidiaries of the Buyer, but only if such subsidiaries are consolidated with the Buyer in its financial statements prepared in accordance with generally accepted accounting principles and if the investments of such subsidiaries are managed under the Buyer’s direction. However, such securities were not included if the Buyer is a majority-owned, consolidated subsidiary of another enterprise and the Buyer is not itself a reporting company under the Securities Exchange Act of 1934, as amended.

5. The Buyer acknowledges that it is familiar with Rule 144A and understands that the seller to it and other parties related to the Rule 144A Securities are relying and will continue to rely on the statements made herein because one or more sales to the Buyer may be in reliance on Rule 144A.

_____	_____	Will the Buyer be purchasing the Rule 144A Securities only for the Buyer's own account?
Yes	No	

6. If the answer to the foregoing question is "no", the Buyer agrees that, in connection with any purchase of securities sold to the Buyer for the account of a third party (including any separate account) in reliance on Rule 144A, the Buyer will only purchase for the account of a third party that at the time is a "qualified institutional buyer" within the meaning of Rule 144A. In addition, the Buyer agrees that the Buyer will not purchase securities for a third party unless the Buyer has obtained a current representation letter from such third party or taken other appropriate steps contemplated by Rule 144A to conclude that such third party independently meets the definition of "qualified institutional buyer" set forth in Rule 144A.

7. The Buyer will notify each of the parties to which this certification is made of any changes in the information and conclusions herein. Until such notice is given, the Buyer's purchase of Rule 144A Securities will constitute a reaffirmation of this certification as of the date of such purchase.

Print Name of Buyer

By: _____

Name: _____

Title: _____

Date: _____

QUALIFIED INSTITUTIONAL BUYER STATUS UNDER SEC RULE 144A

For Buyers That Are Registered Investment Companies

The undersigned hereby certifies as follows in connection with the Rule 144A Investment Representation to which this certification is attached:

1. As indicated below, the undersigned is the President, Chief Financial Officer or Senior Vice President of the Buyer or, if the Buyer is a “qualified institutional buyer” as that term is defined in Rule 144A under the Securities Act of 1933 (“Rule 144A”) because Buyer is part of a Family of Investment Companies (as defined below), is such an officer of the Adviser.

2. In connection with purchases by Buyer, the Buyer is a “qualified institutional buyer” as defined in Rule 144A because (i) the Buyer is an investment company registered under the Investment Company Act of 1940, and (ii) as marked below, the Buyer alone, or the Buyer’s Family of Investment Companies, owned at least \$100,000,000 in securities (other than the excluded securities referred to below) as of the end of the Buyer’s most recent fiscal year. For purposes of determining the amount of securities owned by the Buyer or the Buyer’s Family of Investment Companies, the cost of such securities was used.

_____ The Buyer owned \$ _____ in securities (other than the excluded securities referred to below) as of the end of the Buyer’s most recent fiscal year (such amount being calculated in accordance with Rule 144A).

_____ The Buyer is part of a Family of Investment Companies which owned in the aggregate \$ _____ in securities (other than the excluded securities referred to below) as of the end of the Buyer’s most recent fiscal year (such amount being calculated in accordance with Rule 144A).

3. The term “Family of Investment Companies” as used herein means two or more registered investment companies (or series thereof) that have the same investment adviser or investment advisers that are affiliated (by virtue of being majority owned subsidiaries of the same parent or because one investment adviser is a majority owned subsidiary of the other).

4. The term “securities” as used herein does not include (i) securities of issuers that are affiliated with the Buyer or are part of the Buyer’s Family of Investment Companies, (ii) bank deposit notes and certificates of deposit, (iii) loan participations, (iv) repurchase agreements, (v) securities owned but subject to a repurchase agreement and (vi) currency, interest rate and commodity swaps.

5. The Buyer is familiar with Rule 144A and understands that each of the parties to which this certification is made are relying and will continue to rely on the statements made

herein because one or more sales to the Buyer will be in reliance on Rule 144A. In addition, the Buyer will only purchase for the Buyer's own account.

6. The undersigned will notify each of the parties to which this certification is made of any changes in the information and conclusions herein. Until such notice, the Buyer's purchase of Rule 144A Securities will constitute a reaffirmation of this certification by the undersigned as of the date of such purchase.

Print Name of Buyer

By: _____
Name:
Title:

IF AN ADVISER:

Print Name of Buyer

Date: _____

EXHIBIT D
FORM OF INVESTOR REPRESENTATION LETTER

_____, _____

Residential Asset Mortgage Products, Inc.
8400 Normandale Lake Boulevard
Minneapolis, Minnesota 55437

Wells Fargo Bank, N.A.
Sixth Street and Marquette Avenue
Minneapolis, Minnesota 55479
Attention: Corporate Trust Services

Re: Residential Asset Mortgage Products, Inc.,
GMACM Home Equity Loan-Backed Certificates, Series 2005-HE2

Ladies and Gentlemen:

_____ (the “Purchaser”) intends to purchase from
_____ (the “Seller”) \$_____ Certificate Percentage Interest of the Class []
Certificates of Series 2005-HE2 (the “Certificates”), issued pursuant to the trust agreement dated
as of June 29, 2005 (the “Trust Agreement”), between Residential Asset Mortgage Products,
Inc., as depositor (the “Depositor”) and Wilmington Trust Company, as owner trustee (the
“Owner Trustee”), as acknowledged and agreed by Wells Fargo Bank, N.A., as Certificate
Registrar. Capitalized terms used herein that are not otherwise defined shall have the meanings
ascribed thereto in Appendix A to the indenture dated as of June 29, 2005, between the Trust and
the Indenture Trustee. The Purchaser hereby certifies, represents and warrants to, and covenants
with, the Depositor and the Certificate Registrar that:

1. The Purchaser understands that (a) the Certificates have not been and will
not be registered or qualified under the Securities Act of 1933, as amended (the “Act”),
or any state securities law, (b) the Company is not required to so register or qualify the
Certificates, (c) the Certificates may be resold only if registered and qualified pursuant to
the provisions of the Act or any state securities law, or if an exemption from such
registration and qualification is available, (d) the Trust Agreement contains restrictions
regarding the transfer of the Certificates and (e) the Certificates will bear a legend to the
foregoing effect.

2. The Purchaser is acquiring the Certificates for its own account for
investment only and not with a view to or for sale in connection with any distribution
thereof in any manner that would violate the Act or any applicable state securities laws.

3. The Purchaser is (a) a substantial, sophisticated institutional investor having such knowledge and experience in financial and business matters, and, in particular, in such matters related to securities similar to the Certificates, such that it is capable of evaluating the merits and risks of investment in the Certificates, (b) able to bear the economic risks of such an investment and (c) an “accredited investor” within the meaning of Rule 501(a) promulgated pursuant to the Act.

4. The Purchaser has been furnished with, and has had an opportunity to review a copy of the Trust Agreement and such other information concerning the Certificates, the Mortgage Loans and the Depositor as has been requested by the Purchaser from the Depositor or the Seller and is relevant to the Purchaser’s decision to purchase the Certificates. The Purchaser has had any questions arising from such review answered by the Depositor or the Seller to the satisfaction of the Purchaser.

5. The Purchaser has not and will not nor has it authorized or will it authorize any person to (a) offer, pledge, sell, dispose of or otherwise transfer any Certificate, any interest in any Certificate or any other similar security to any person in any manner, (b) solicit any offer to buy or to accept a pledge, disposition of other transfer of any Certificate, any interest in any Certificate or any other similar security from any person in any manner, (c) otherwise approach or negotiate with respect to any Certificate, any interest in any Certificate or any other similar security with any person in any manner, (d) make any general solicitation by means of general advertising or in any other manner or (e) take any other action, that (as to any of (a) through (d) above) would constitute a distribution of any Certificate under the Act, that would render the disposition of any Certificate a violation of Section 5 of the Act or any state securities law, or that would require registration or qualification pursuant thereto. The Purchaser will not sell or otherwise transfer any of the Certificates, except in compliance with the provisions of the Trust Agreement.

6. The Purchaser represents:

(i) that either (a) or (b) is satisfied, as marked below:

___ a. The Purchaser is not any employee benefit plan subject to the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), or the Internal Revenue Code of 1986, as amended (the “Code”), a Person acting, directly or indirectly, on behalf of any such plan or any Person acquiring such Certificates with “plan assets” of a Plan within the meaning of the Department of Labor Regulations Section 2510.3-101; or

___ b. The Purchaser will provide the Depositor, the Owner Trustee, the Certificate Registrar and the Servicer with an opinion of counsel, satisfactory to the Depositor, the Owner Trustee, the Certificate Registrar and the Servicer, to the effect that the purchase and holding of a Certificate by or on behalf of the Purchaser is permissible under applicable law, will not constitute or result in a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code (or comparable provisions of any subsequent enactments) and will not

subject the Depositor, the Owner Trustee, the Certificate Registrar or the Servicer to any obligation or liability (including liabilities under ERISA or Section 4975 of the Code) in addition to those undertaken in the Trust Agreement, which opinion of counsel shall not be an expense of the Depositor, the Owner Trustee, the Certificate Registrar or the Servicer; and

(ii) the Purchaser is familiar with the prohibited transaction restrictions and fiduciary responsibility requirements of Sections 406 and 407 of ERISA and Section 4975 of the Code and understands that each of the parties to which this certification is made is relying and will continue to rely on the statements made in this paragraph 6.

7. The Purchaser is not a non-United States person.

Very truly yours,

By: _____

Name:

Title:

EXHIBIT E
FORM OF TRANSFEROR REPRESENTATION LETTER

_____, _____

Residential Asset Mortgage Products, Inc.
8400 Normandale Lake Boulevard
Minneapolis, Minnesota 55437

Wells Fargo Bank, N.A.
Sixth Street and Marquette Avenue
Minneapolis, Minnesota 55479
Attention: Corporate Trust Services

Re: Residential Asset Mortgage Products, Inc.
GMACM Home Equity Loan-Backed Certificates, Series 2005-HE2

Ladies and Gentlemen:

_____ (the “Purchaser”) intends to purchase from _____ (the “Seller”) a _____% Percentage Interest of the Class [] Certificates of Series 2005-HE2 (the “Certificates”), issued pursuant to the trust agreement dated as of June 29, 2005 (the “Trust Agreement”), between Residential Asset Mortgage Products, Inc., as depositor (the “Depositor”), and Wilmington Trust Company, as owner trustee (the “Owner Trustee”), as acknowledged and agreed by Wells Fargo Bank, N.A., as Certificate Registrar. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in Appendix A to the indenture dated as of June 29, 2005, between the Trust and the Indenture Trustee. The Seller hereby certifies, represents and warrants to, and covenants with, the Depositor and the Certificate Registrar that:

Neither the Seller nor anyone acting on its behalf has (a) offered, pledged, sold, disposed of or otherwise transferred any Certificate, any interest in any Certificate or any other similar security to any person in any manner, (b) has solicited any offer to buy or to accept a pledge, disposition or other transfer of any Certificate, any interest in any Certificate or any other similar security from any person in any manner, (c) has otherwise approached or negotiated with respect to any Certificate, any interest in any Certificate or any other similar security with any person in any manner, (d) has made any general solicitation by means of general advertising or in any other manner, or (e) has taken any other action, that (as to any of (a) through (e) above) would constitute a distribution of the Certificates under the Securities Act of 1933 (the “Act”), that would render the disposition of any Certificate a violation of Section 5 of the Act or any state securities law, or that would require registration or qualification pursuant thereto. The Seller will

not act, in any manner set forth in the foregoing sentence with respect to any Certificate. The Seller has not and will not sell or otherwise transfer any of the Certificates, except in compliance with the provisions of the Trust Agreement.

Very truly yours,

(Seller)

By: _____
Name:
Title:

EXHIBIT F

FORM OF CERTIFICATE OF NON-FOREIGN STATUS

This Certificate of Non-Foreign Status is delivered pursuant to Section 3.05 of the trust agreement dated as of June 29, 2005 (the "Trust Agreement"), between Residential Asset Mortgage Products, Inc., as depositor (the "Depositor"), and Wilmington Trust Company, as owner trustee, in connection with the acquisition of, transfer to or possession by the undersigned, whether as beneficial owner (the "Beneficial Owner"), or nominee on behalf of the Beneficial Owner of GMACM Home Equity Loan-Backed Certificates, Series 2005-HE2 (the "Certificates"). Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in Appendix A to the indenture dated as of June 29, 2005, between the Trust and the Indenture Trustee.

Each holder must complete Part I, Part II (if the holder is a nominee), and in all cases sign and otherwise complete Part III.

In addition, each holder shall submit with the Certificate an IRS Form W-9 relating to such holder.

To confirm to the Trust that the provisions of Sections 871, 881 or 1446 of the Internal Revenue Code (relating to withholding tax on foreign partners) do not apply in respect of the Certificates held by the undersigned, the undersigned hereby certifies:

Part I - Complete Either A or B

A. Individual as Beneficial Owner

1. I am (the Beneficial Owner is) not a non-resident alien for purposes of U.S. income taxation;
2. My (the Beneficial Owner's) name and home address are:

_____ ; and
3. My (the Beneficial Owner's) U.S. taxpayer identification number (Social Security Number) is _____.

B. Corporate, Partnership or Other Entity as Beneficial Owner

1. _____ (Name of the Beneficial Owner) is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and Treasury Regulations;
- 2.. The Beneficial Owner's office address and place of incorporation (if applicable) is

_____ ; and

3. The Beneficial Owner's U.S. employer identification number is _____.

Part II - Nominees

If the undersigned is the nominee for the Beneficial Owner, the undersigned certifies that this Certificate has been made in reliance upon information contained in:

____ an IRS Form W-9

____ a form such as this or substantially similar

provided to the undersigned by an appropriate person and (i) the undersigned agrees to notify the Trust at least thirty (30) days prior to the date that the form relied upon becomes obsolete, and (ii) in connection with change in Beneficial Owners, the undersigned agrees to submit a new Certificate of Non-Foreign Status to the Trust promptly after such change.

Part III - Declaration

The undersigned, as the Beneficial Owner or a nominee thereof, agrees to notify the Trust within sixty (60) days of the date that the Beneficial Owner becomes a foreign person. The undersigned understands that this certificate may be disclosed to the Internal Revenue Service by the Trust and any false statement contained therein could be punishable by fines, imprisonment or both.

Under penalties of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief it is true, correct and complete and will further declare that I will inform the Trust of any change in the information provided above, and, if applicable, I further declare that I have the authority* to sign this document.

Name

Title (if applicable)

Signature and Date

*NOTE: If signed pursuant to a power of attorney, the power of attorney must accompany this certificate.

EXHIBIT G
FORM OF ERISA REPRESENTATION LETTER

_____, _____

Residential Asset Mortgage Products, Inc.
8400 Normandale Lake Boulevard
Minneapolis, Minnesota 55437

Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

GMAC Mortgage Corporation
100 Witmer Road
Horsham, Pennsylvania 19044

Wells Fargo Bank, N.A.
Sixth Street and Marquette Avenue
Minneapolis, Minnesota 55479
Attention: Corporate Trust Services

Re: Residential Asset Mortgage Products, Inc.
GMACM Home Equity Loan-Backed Certificates, Series 2005-HE2

Dear Sirs:

_____ (the “Transferee”) intends to acquire from
_____ (the “Transferor”) a ____% Percentage Interest of GMACM Home Equity
Loan-Backed Certificates, Series 2005-HE2, Class [] (the “Certificates”), issued pursuant to a
trust agreement dated as of June 29, 2005, between Residential Asset Mortgage Products, Inc., as
depositor (the “Depositor”), and Wilmington Trust Company, as owner trustee (the “Owner
Trustee”). Capitalized terms used herein that are not otherwise defined shall have the meanings
ascribed thereto in Appendix A to the indenture dated as of June 29, 2005, between the Trust and
the Indenture Trustee.

The Transferee hereby certifies, represents and warrants to, and covenants with, the
Depositor, the Owner Trustee, the Certificate Registrar and the Servicer that:

The Certificates (i) are not being acquired by, and will not be transferred to, any
employee benefit plan within the meaning of Section 3(3) of the Employee Retirement

Income Security Act of 1974, as amended (“ERISA”) or other retirement arrangement, including individual retirement accounts and annuities, Keogh plans and bank collective investment funds and insurance company general or separate accounts in which such plans, accounts or arrangements are invested, that is subject to Section 406 of ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended (the “Code”) (any of the foregoing, a “Plan”), (ii) are not being acquired with “plan assets” of a Plan within the meaning of the Department of Labor (“DOL”) Regulations Section 2510.3-101, and (iii) will not be transferred to any entity that is deemed to be investing in plan assets within the meaning of the DOL Regulations Section 2510.3-101.

The Transferee is familiar with the prohibited transaction restrictions and fiduciary responsibility requirements of Sections 406 and 407 of ERISA and Section 4975 of the Code and understands that each of the parties to which this certification is made is relying and will continue to rely on the statements made herein.

Very truly yours,

By: _____

Name:

Title:

EXHIBIT H
FORM OF REPRESENTATION LETTER

_____, _____

Residential Asset Mortgage Products, Inc.
8400 Normandale Lake Boulevard
Minneapolis, Minnesota 55437

Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

GMAC Mortgage Corporation
100 Witmer Road
Horsham, Pennsylvania 19044

Wells Fargo Bank, N.A.
Sixth Street and Marquette Avenue
Minneapolis, Minnesota 55479
Attention: Corporate Trust Services

Re: Residential Asset Mortgage Products, Inc.
GMACM Home Equity Loan-Backed Certificates, Series 2005-HE2

Dear Sirs:

_____ (the "Transferee") intends to acquire from
_____ (the "Transferor") a ____% Percentage Interest of GMACM Home
Equity Loan-Backed Certificates, Series 2005-HE2, Class [] (the "Certificates"), issued
pursuant to a trust agreement dated as of June 29, 2005 (the "Trust Agreement"), Residential
Asset Mortgage Products, Inc., as depositor (the "Depositor"), and Wilmington Trust Company,
as owner trustee (the "Owner Trustee"). Capitalized terms used herein that are not otherwise
defined shall have the meanings ascribed thereto in Appendix A to the indenture dated as of June
29, 2005, between the Trust and the Indenture Trustee.

The Transferee hereby certifies, represents and warrants to, and covenants with, the
Depositor, the Owner Trustee, the Certificate Registrar and the Servicer that:

- (1) the Transferee is acquiring the Certificate for its own behalf and is not
acting as agent or custodian for any other person or entity in connection with such
acquisition; and

(2) the Transferee is not a partnership, grantor trust or S corporation for federal income tax purposes, or, if the Transferee is a partnership, grantor trust or S corporation for federal income tax purposes, the Certificates are not more than 50% of the assets of the partnership, grantor trust or S corporation.

Very truly yours,

By: _____
Name:
Title:

EXHIBIT I-1

FORM OF CLASS R-I CERTIFICATES

THIS CERTIFICATE MAY NOT BE HELD BY OR TRANSFERRED TO A NON-UNITED STATES PERSON OR A DISQUALIFIED ORGANIZATION (AS DEFINED BELOW).

SOLELY FOR U.S. FEDERAL INCOME TAX PURPOSES, THIS CERTIFICATE IS A “RESIDUAL INTEREST” IN A “REAL ESTATE MORTGAGE INVESTMENT CONDUIT” AS THOSE TERMS ARE DEFINED, RESPECTIVELY, IN SECTIONS 860G AND 860D OF THE INTERNAL REVENUE CODE OF 1986 (THE “CODE”).

NO TRANSFER OF THIS CERTIFICATE MAY BE MADE TO ANY PERSON, UNLESS THE TRANSFEREE PROVIDES EITHER A CERTIFICATION PURSUANT TO SECTION 3.05 OF THE AGREEMENT OR AN OPINION OF COUNSEL SATISFACTORY TO THE SERVICER, THE COMPANY AND THE TRUSTEE THAT THE PURCHASE OF THIS CERTIFICATE WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”), OR SECTION 4975 OF THE CODE AND WILL NOT SUBJECT THE SERVICER, THE COMPANY OR THE TRUSTEE TO ANY OBLIGATION OR LIABILITY IN ADDITION TO THOSE UNDERTAKEN IN THE AGREEMENT.

ANY RESALE, TRANSFER OR OTHER DISPOSITION OF THIS CERTIFICATE MAY BE MADE ONLY IF THE PROPOSED TRANSFEREE PROVIDES A TRANSFER AFFIDAVIT TO THE SERVICER AND THE TRUSTEE THAT (1) SUCH TRANSFEREE IS NOT (A) THE UNITED STATES, ANY STATE OR POLITICAL SUBDIVISION THEREOF, ANY POSSESSION OF THE UNITED STATES, OR ANY AGENCY OR INSTRUMENTALITY OF ANY OF THE FOREGOING (OTHER THAN AN INSTRUMENTALITY WHICH IS A CORPORATION IF ALL OF ITS ACTIVITIES ARE SUBJECT TO TAX AND EXCEPT FOR THE FHLMC, A MAJORITY OF ITS BOARD OF DIRECTORS IS NOT SELECTED BY SUCH GOVERNMENTAL UNIT), (B) A FOREIGN GOVERNMENT, ANY INTERNATIONAL ORGANIZATION, OR ANY AGENCY OR INSTRUMENTALITY OF EITHER OF THE FOREGOING, (C) ANY ORGANIZATION (OTHER THAN CERTAIN FARMERS’ COOPERATIVES DESCRIBED IN SECTION 521 OF THE CODE) WHICH IS EXEMPT FROM THE TAX IMPOSED BY CHAPTER 1 OF THE CODE UNLESS SUCH ORGANIZATION IS SUBJECT TO THE TAX IMPOSED BY SECTION 511 OF THE CODE (INCLUDING THE TAX IMPOSED BY SECTION 511 OF THE CODE ON UNRELATED BUSINESS TAXABLE INCOME), (D) RURAL ELECTRIC AND TELEPHONE COOPERATIVES DESCRIBED IN SECTION 1381(a)(2)(C) OF THE CODE, (E) AN ELECTING LARGE PARTNERSHIP UNDER SECTION 775(a) OF THE CODE (ANY SUCH PERSON DESCRIBED IN THE FOREGOING CLAUSES (A), (B), (C), (D) OR (E) BEING HEREIN REFERRED TO AS A “DISQUALIFIED ORGANIZATION”), OR (F) AN AGENT OF A DISQUALIFIED ORGANIZATION, (2) NO PURPOSE OF SUCH TRANSFER IS TO IMPEDE THE ASSESSMENT OR COLLECTION OF TAX AND (3) SUCH TRANSFEREE SATISFIES CERTAIN ADDITIONAL CONDITIONS RELATING TO THE FINANCIAL CONDITION OF THE PROPOSED TRANSFEREE. NOTWITHSTANDING THE REGISTRATION IN THE CERTIFICATE REGISTER OR ANY TRANSFER, SALE OR

OTHER DISPOSITION OF THIS CERTIFICATE TO A DISQUALIFIED ORGANIZATION OR AN AGENT OF A DISQUALIFIED ORGANIZATION, SUCH REGISTRATION SHALL BE DEEMED TO BE OF NO LEGAL FORCE OR EFFECT WHATSOEVER AND SUCH PERSON SHALL NOT BE DEEMED TO BE A CERTIFICATEHOLDER FOR ANY PURPOSE HEREUNDER, INCLUDING, BUT NOT LIMITED TO, THE RECEIPT OF DISTRIBUTIONS ON THIS CERTIFICATE. EACH HOLDER OF THIS CERTIFICATE BY ACCEPTANCE OF THIS CERTIFICATE SHALL BE DEEMED TO HAVE CONSENTED TO THE PROVISIONS OF THIS PARAGRAPH.

Certificate No. 1

Class R-I Certificate

Percentage Interest: 100%

Cut-Off Date: June 1, 2005

Date of Trust Agreement: June 29, 2005

First Payment Date: July 25, 2005

Final Payment Date: November 25, 2035

GMACM HOME EQUITY LOAN-BACKED CERTIFICATE, SERIES 2005-HE2

evidencing a fractional undivided interest in GMACM Home Equity Loan Trust 2005-HE2 (the "Trust"), the property of which consists primarily of the Mortgage Loans.

This Certificate is payable solely from the assets of the Trust Estate, and does not represent an obligation of or interest in the Depositor, the Sellers, the Servicer, the Indenture Trustee or the Owner Trustee or any of their Affiliates. This Certificate is not guaranteed or insured by any governmental agency or instrumentality or by the Depositor, the Sellers, the Servicer, the Indenture Trustee or the Owner Trustee or any of their affiliates. None of the Depositor, the Sellers, the Servicer, the Indenture Trustee or the Owner Trustee or any of their Affiliates will have any obligation with respect to any certificate or other obligation secured by or payable from payments on the Certificates.

This certifies that GMAC Mortgage Corporation is the registered owner of the Certificate Percentage Interest evidenced by this Certificate (as set forth on the face hereof) in certain distributions with respect to the Trust Estate, consisting primarily of the Mortgage Loans, created by Residential Asset Mortgage Products, Inc. (the "Depositor"). The Trust (as defined herein) was created pursuant to a trust agreement dated as of June 29, 2005 (as amended and supplemented from time to time, the "Agreement"), between the Depositor and Wilmington Trust Company, as owner trustee (the "Owner Trustee," which term includes any successor entity under the Agreement), a summary of certain of the pertinent provisions of which is set forth hereafter. Capitalized terms used herein that are not otherwise defined shall have the

meanings ascribed thereto in Appendix A to the indenture dated as of June 29, 2005, between the Trust and the Indenture Trustee. This Certificate is issued under and is subject to the terms, provisions and conditions of the Agreement, to which Agreement the Certificateholder of this Certificate by virtue of the acceptance hereof assents and by which such Certificateholder is bound.

Pursuant to the terms of the Agreement, a distribution will be made on the 25th day of each March, June, September and December or, if such 25th day is not a Business Day, the Business Day immediately following (the "Payment Date"), commencing on the first Payment Date specified above, to the Person in whose name this Certificate is registered at the close of business on the last day (or if such last day is not a Business Day, the Business Day immediately preceding such last day) of the month immediately preceding the month of such distribution (the "Record Date"), in an amount equal to the pro rata portion evidenced by this Certificate (based on the Percentage Interest stated on the face hereon) of the amount, if any, required to be distributed to Certificateholders of Certificates on such Payment Date. Distributions on this Certificate will be made as provided in the Agreement by the Certificate Paying Agent by wire transfer or check mailed to the Certificateholder of record in the Certificate Register without the presentation or surrender of this Certificate or the making of any notation hereon.

Except as otherwise provided in the Agreement and notwithstanding the above, the final distribution on this Certificate will be made after due notice by the Certificate Paying Agent of the pendency of such distribution and only upon presentation and surrender of this Certificate at the Corporate Trust Office of the Certificate Registrar. This Certificate has no Certificate Balance.

Each Certificateholder of this Certificate will be deemed to have agreed to be bound by the restrictions set forth in the Agreement to the effect that (i) each person holding or acquiring any Ownership Interest in this Certificate must be a United States Person and a Permitted Transferee, (ii) the transfer of any Ownership Interest in this Certificate will be conditioned upon the delivery to the Indenture Trustee of, among other things, an affidavit to the effect that it is a United States Person and Permitted Transferee, (iii) any attempted or purported transfer of any Ownership Interest in this Certificate in violation of such restrictions will be absolutely null and void and will vest no rights in the purported transferee, and (iv) if any person other than a United States Person and a Permitted Transferee acquires any Ownership Interest in this Certificate in violation of such restrictions, then the Depositor will have the right, in its sole discretion and without notice to the Certificateholder of this Certificate, to sell this Certificate to a purchaser selected by the Depositor, which purchaser may be the Depositor, or any affiliate of the Depositor, on such terms and conditions as the Depositor may choose.

No transfer of this Class R-I Certificate will be made unless the Indenture Trustee has received either (i) an opinion of counsel acceptable to and in form and substance satisfactory to the Trustee, the Depositor and the Servicer with respect to the permissibility of such transfer under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and Section 4975 of the Internal Revenue Code (the "Code") and stating, among other things, that the transferee's acquisition of a Class R Certificate will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or (ii) a representation letter, in the form as described by the Agreement, stating that the transferee is not

an employee benefit or other plan subject to the prohibited transaction provisions of ERISA or Section 4975 of the Code (a “Plan”), or any other person (including an investment manager, a named fiduciary or a trustee of any Plan) acting, directly or indirectly, on behalf of or purchasing any Certificate with “plan assets” of any Plan.

This Certificate is one of a duly authorized issue of Certificates designated as GMACM Home Equity Loan-Backed Certificates of the Series specified hereon (the “Certificates”).

The Certificateholder of this Certificate, by its acceptance hereof, agrees that it will look solely to the funds on deposit in the Distribution Account that have been released from the Lien of the Indenture for payment hereunder and that neither the Owner Trustee in its individual capacity nor the Depositor is personally liable to the Certificateholders for any amount payable under this Certificate or the Agreement or, except as expressly provided in the Agreement, subject to any liability under the Agreement.

The Certificateholder of this Certificate acknowledges and agrees that its rights to receive distributions in respect of this Certificate are subordinated to the rights of the Noteholders and the Enhancer as described in the Indenture.

Each Certificateholder, by its acceptance of a Certificate, covenants and agrees that such Certificateholder will not at any time institute against the Depositor, or join in any institution against the Depositor or the Trust of, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings under any United States federal or state bankruptcy or similar law in connection with any obligations relating to the Certificates, the Notes, the Agreement or any of the other Basic Documents.

The Agreement permits the amendment thereof as specified below, provided that any amendment be accompanied by an Opinion of Counsel to the Owner Trustee and the Enhancer to the effect that such amendment complies with the provisions of the Agreement and will not cause the Trust to be subject to an entity level tax. If the purpose of any such amendment is to correct any mistake, eliminate any inconsistency, cure any ambiguity or deal with any matter not covered, it shall not be necessary to obtain the consent of any Certificateholder, but the Owner Trustee shall be furnished with a letter from each Rating Agency to the effect that such amendment will not cause a Rating Event, determined without regard to the Policy. If the purpose of any such amendment is to prevent the imposition of any federal or state taxes at any time that any Security is Outstanding, it shall not be necessary to obtain the consent of the any Certificateholder, but the Owner Trustee and the Enhancer shall be furnished with an Opinion of Counsel that such amendment is necessary or helpful to prevent the imposition of such taxes and is not materially adverse to any Certificateholder. If the purpose of the amendment is to add or eliminate or change any provision of the Agreement, other than as specified in the preceding two sentences, the amendment shall require either (a) a letter from each Rating Agency to the effect that such amendment will not cause a Rating Event, determined without regard to the Policy or (b) the consent of Certificateholders of a majority of the Percentage Interests of the Certificates and the Indenture Trustee; *provided, however*, that no such amendment shall (i) reduce in any manner the amount of, or delay the time of, payments received that are required to be distributed on any Certificate without the consent of all Certificateholders affected thereby, or (ii) reduce the aforesaid percentage of Certificates the Certificateholders of which are required to consent to any

such amendment without the consent of the Certificateholders of all such Certificates then outstanding.

As provided in the Agreement and subject to certain limitations therein set forth, the transfer of this Certificate is registerable in the Certificate Register upon surrender of this Certificate for registration of transfer at the Corporate Trust Office of the Certificate Registrar, accompanied by a written instrument of transfer in form satisfactory to the Certificate Registrar duly executed by the Certificateholder hereof or such Certificateholder's attorney duly authorized in writing, and thereupon one or more new Certificates of authorized denominations evidencing the same Class and aggregate Percentage Interest will be issued to the designated transferee. The initial Certificate Registrar appointed under the Agreement is the Owner Trustee.

Except as provided in the Agreement, the Certificates are issuable only in minimum denominations of a 10.0000% Percentage Interest and in integral multiples of a 0.0001% Percentage Interest in excess thereof. As provided in the Agreement and subject to certain limitations therein set forth, the Certificates are exchangeable for new Certificates of authorized denominations, as requested by the Certificateholder surrendering the same. This Certificate is issued in the Percentage Interest above.

No service charge will be made for any such registration of transfer or exchange, but the Owner Trustee or the Certificate Registrar may require payment of a sum sufficient to cover any tax or governmental charge payable in connection therewith.

The Owner Trustee, the Certificate Paying Agent, the Certificate Registrar and any agent of the Owner Trustee, the Certificate Paying Agent, or the Certificate Registrar may treat the Person in whose name this Certificate is registered as the owner hereof for all purposes, and none of the Owner Trustee, the Certificate Paying Agent, the Certificate Registrar or any such agent shall be affected by any notice to the contrary.

This Certificate shall be governed by and construed in accordance with the laws of the State of Delaware.

The obligations created by the Agreement in respect of this Certificate and the Trust created thereby shall terminate upon the final distribution of all moneys or other property or proceeds of the Trust Estate in accordance with the terms of the Indenture and the Agreement.

Unless the certificate of authentication hereon shall have been executed by an authorized officer of the Owner Trustee, or an authenticating agent by manual signature, this Certificate shall not be entitled to any benefit under the Agreement or be valid for any purpose.

[Signature Page Follows]

IN WITNESS WHEREOF, the Owner Trustee, on behalf of the Trust and not in its individual capacity, has caused this Class R-I Certificate to be duly executed.

GMACM HOME EQUITY LOAN TRUST 2005-HE2

By: WILMINGTON TRUST COMPANY,
not in its individual capacity but solely
as Owner Trustee

Dated: June 29, 2005

By: _____
Authorized Signatory

CERTIFICATE OF AUTHENTICATION

This is one of the Certificates referred to in the within mentioned Agreement.

WILMINGTON TRUST COMPANY,
not in its individual capacity
but solely as Owner Trustee

By: _____
Authorized Signatory

or _____,
as Authenticating Agent of the Trust

By: _____
Authorized Signatory

ASSIGNMENT

Social Security or taxpayer I.D. or other identifying number of assignee: _____

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfer unto

(name and address of assignee)

the within Certificate, and all rights thereunder, hereby irrevocably constituting and appointing

to transfer said Certificate on the books of the Certificate Registrar, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

*/

*/ NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Certificate in every particular, without alteration, enlargement or any change whatever. Such signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

DISTRIBUTION INSTRUCTIONS

The assignee should include the following for the information of the Certificate Paying Agent:

Distribution shall be made by wire transfer in immediately available funds to

for the account of _____, account number _____, or, if
mailed by check, to _____.

Applicable statements should be mailed to _____.

Signature of assignee or agent
(for authorization of wire
transfer only)

EXHIBIT I-2

FORM OF CLASS R-II CERTIFICATE

THIS CERTIFICATE MAY NOT BE HELD BY OR TRANSFERRED TO A NON-UNITED STATES PERSON OR A DISQUALIFIED ORGANIZATION (AS DEFINED BELOW).

SOLELY FOR U.S. FEDERAL INCOME TAX PURPOSES, THIS CERTIFICATE IS A “RESIDUAL INTEREST” IN A “REAL ESTATE MORTGAGE INVESTMENT CONDUIT” AS THOSE TERMS ARE DEFINED, RESPECTIVELY, IN SECTIONS 860G AND 860D OF THE INTERNAL REVENUE CODE OF 1986 (THE “CODE”).

NO TRANSFER OF THIS CERTIFICATE MAY BE MADE TO ANY PERSON, UNLESS THE TRANSFEREE PROVIDES EITHER A CERTIFICATION PURSUANT TO SECTION 3.05 OF THE AGREEMENT OR AN OPINION OF COUNSEL SATISFACTORY TO THE SERVICER, THE COMPANY AND THE TRUSTEE THAT THE PURCHASE OF THIS CERTIFICATE WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”), OR SECTION 4975 OF THE CODE AND WILL NOT SUBJECT THE SERVICER, THE COMPANY OR THE TRUSTEE TO ANY OBLIGATION OR LIABILITY IN ADDITION TO THOSE UNDERTAKEN IN THE AGREEMENT.

ANY RESALE, TRANSFER OR OTHER DISPOSITION OF THIS CERTIFICATE MAY BE MADE ONLY IF THE PROPOSED TRANSFEREE PROVIDES A TRANSFER AFFIDAVIT TO THE SERVICER AND THE TRUSTEE THAT (1) SUCH TRANSFEREE IS NOT (A) THE UNITED STATES, ANY STATE OR POLITICAL SUBDIVISION THEREOF, ANY POSSESSION OF THE UNITED STATES, OR ANY AGENCY OR INSTRUMENTALITY OF ANY OF THE FOREGOING (OTHER THAN AN INSTRUMENTALITY WHICH IS A CORPORATION IF ALL OF ITS ACTIVITIES ARE SUBJECT TO TAX AND EXCEPT FOR THE FHLMC, A MAJORITY OF ITS BOARD OF DIRECTORS IS NOT SELECTED BY SUCH GOVERNMENTAL UNIT), (B) A FOREIGN GOVERNMENT, ANY INTERNATIONAL ORGANIZATION, OR ANY AGENCY OR INSTRUMENTALITY OF EITHER OF THE FOREGOING, (C) ANY ORGANIZATION (OTHER THAN CERTAIN FARMERS’ COOPERATIVES DESCRIBED IN SECTION 521 OF THE CODE) WHICH IS EXEMPT FROM THE TAX IMPOSED BY CHAPTER 1 OF THE CODE UNLESS SUCH ORGANIZATION IS SUBJECT TO THE TAX IMPOSED BY SECTION 511 OF THE CODE (INCLUDING THE TAX IMPOSED BY SECTION 511 OF THE CODE ON UNRELATED BUSINESS TAXABLE INCOME), (D) RURAL ELECTRIC AND TELEPHONE COOPERATIVES DESCRIBED IN SECTION 1381(a)(2)(C) OF THE CODE, (E) AN ELECTING LARGE PARTNERSHIP UNDER SECTION 775(a) OF THE CODE (ANY SUCH PERSON DESCRIBED IN THE FOREGOING CLAUSES (A), (B), (C), (D) OR (E) BEING HEREIN REFERRED TO AS A “DISQUALIFIED ORGANIZATION”), OR (F) AN AGENT OF A DISQUALIFIED ORGANIZATION, (2) NO PURPOSE OF SUCH TRANSFER IS TO IMPEDE THE ASSESSMENT OR COLLECTION OF TAX AND (3) SUCH TRANSFEREE SATISFIES CERTAIN ADDITIONAL CONDITIONS RELATING TO THE FINANCIAL CONDITION OF THE PROPOSED TRANSFEREE. NOTWITHSTANDING THE

REGISTRATION IN THE CERTIFICATE REGISTER OR ANY TRANSFER, SALE OR OTHER DISPOSITION OF THIS CERTIFICATE TO A DISQUALIFIED ORGANIZATION OR AN AGENT OF A DISQUALIFIED ORGANIZATION, SUCH REGISTRATION SHALL BE DEEMED TO BE OF NO LEGAL FORCE OR EFFECT WHATSOEVER AND SUCH PERSON SHALL NOT BE DEEMED TO BE A CERTIFICATEHOLDER FOR ANY PURPOSE HEREUNDER, INCLUDING, BUT NOT LIMITED TO, THE RECEIPT OF DISTRIBUTIONS ON THIS CERTIFICATE. EACH HOLDER OF THIS CERTIFICATE BY ACCEPTANCE OF THIS CERTIFICATE SHALL BE DEEMED TO HAVE CONSENTED TO THE PROVISIONS OF THIS PARAGRAPH.

Certificate No. 1

Class R-II Certificate

Percentage Interest: 100%

Cut-Off Date: June 1, 2005

Date of Trust Agreement: June 29, 2005

First Payment Date: July 25, 2005

Final Payment Date: November 25, 2035

GMACM HOME EQUITY LOAN-BACKED CERTIFICATE, SERIES 2005-HE2

evidencing a fractional undivided interest in GMACM Home Equity Loan Trust 2005-HE2 (the "Trust"), the property of which consists primarily of the Mortgage Loans.

This Certificate is payable solely from the assets of the Trust Estate, and does not represent an obligation of or interest in the Depositor, the Sellers, the Servicer, the Indenture Trustee or the Owner Trustee or any of their Affiliates. This Certificate is not guaranteed or insured by any governmental agency or instrumentality or by the Depositor, the Sellers, the Servicer, the Indenture Trustee or the Owner Trustee or any of their affiliates. None of the Depositor, the Sellers, the Servicer, the Indenture Trustee or the Owner Trustee or any of their Affiliates will have any obligation with respect to any certificate or other obligation secured by or payable from payments on the Certificates.

This certifies that GMAC Mortgage Corporation is the registered owner of the Certificate Percentage Interest evidenced by this Certificate (as set forth on the face hereof) in certain distributions with respect to the Trust Estate, consisting primarily of the Mortgage Loans, created by Residential Asset Mortgage Products, Inc. (the "Depositor"). The Trust (as defined herein) was created pursuant to a trust agreement dated as of June 29, 2005 (as amended and supplemented from time to time, the "Agreement"), between the Depositor and Wilmington Trust Company, as owner trustee (the "Owner Trustee," which term includes any successor entity under the Agreement), a summary of certain of the pertinent provisions of which is set

forth hereafter. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in Appendix A to the indenture dated as of June 29, 2005, between the Trust and the Indenture Trustee. This Certificate is issued under and is subject to the terms, provisions and conditions of the Agreement, to which Agreement the Certificateholder of this Certificate by virtue of the acceptance hereof assents and by which such Certificateholder is bound.

Pursuant to the terms of the Agreement, a distribution will be made on the 25th day of each March, June, September and December or, if such 25th day is not a Business Day, the Business Day immediately following (the "Payment Date"), commencing on the first Payment Date specified above, to the Person in whose name this Certificate is registered at the close of business on the last day (or if such last day is not a Business Day, the Business Day immediately preceding such last day) of the month immediately preceding the month of such distribution (the "Record Date"), in an amount equal to the pro rata portion evidenced by this Certificate (based on the Percentage Interest stated on the face hereon) of the amount, if any, required to be distributed to Certificateholders of Certificates on such Payment Date. Distributions on this Certificate will be made as provided in the Agreement by the Certificate Paying Agent by wire transfer or check mailed to the Certificateholder of record in the Certificate Register without the presentation or surrender of this Certificate or the making of any notation hereon.

Except as otherwise provided in the Agreement and notwithstanding the above, the final distribution on this Certificate will be made after due notice by the Certificate Paying Agent of the pendency of such distribution and only upon presentation and surrender of this Certificate at the Corporate Trust Office of the Certificate Registrar. This Certificate has no Certificate Balance.

Each Certificateholder of this Certificate will be deemed to have agreed to be bound by the restrictions set forth in the Agreement to the effect that (i) each person holding or acquiring any Ownership Interest in this Certificate must be a United States Person and a Permitted Transferee, (ii) the transfer of any Ownership Interest in this Certificate will be conditioned upon the delivery to the Indenture Trustee of, among other things, an affidavit to the effect that it is a United States Person and Permitted Transferee, (iii) any attempted or purported transfer of any Ownership Interest in this Certificate in violation of such restrictions will be absolutely null and void and will vest no rights in the purported transferee, and (iv) if any person other than a United States Person and a Permitted Transferee acquires any Ownership Interest in this Certificate in violation of such restrictions, then the Depositor will have the right, in its sole discretion and without notice to the Certificateholder of this Certificate, to sell this Certificate to a purchaser selected by the Depositor, which purchaser may be the Depositor, or any affiliate of the Depositor, on such terms and conditions as the Depositor may choose.

No transfer of this Class R-II Certificate will be made unless the Indenture Trustee has received either (i) an opinion of counsel acceptable to and in form and substance satisfactory to the Trustee, the Depositor and the Servicer with respect to the permissibility of such transfer under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and Section 4975 of the Internal Revenue Code (the "Code") and stating, among other things, that the transferee's acquisition of a Class R Certificate will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or (ii) a

representation letter, in the form as described by the Agreement, stating that the transferee is not an employee benefit or other plan subject to the prohibited transaction provisions of ERISA or Section 4975 of the Code (a “Plan”), or any other person (including an investment manager, a named fiduciary or a trustee of any Plan) acting, directly or indirectly, on behalf of or purchasing any Certificate with “plan assets” of any Plan.

This Certificate is one of a duly authorized issue of Certificates designated as GMACM Home Equity Loan-Backed Certificates of the Series specified hereon (the “Certificates”).

The Certificateholder of this Certificate, by its acceptance hereof, agrees that it will look solely to the funds on deposit in the Distribution Account that have been released from the Lien of the Indenture for payment hereunder and that neither the Owner Trustee in its individual capacity nor the Depositor is personally liable to the Certificateholders for any amount payable under this Certificate or the Agreement or, except as expressly provided in the Agreement, subject to any liability under the Agreement.

The Certificateholder of this Certificate acknowledges and agrees that its rights to receive distributions in respect of this Certificate are subordinated to the rights of the Noteholders and the Enhancer as described in the Indenture.

Each Certificateholder, by its acceptance of a Certificate, covenants and agrees that such Certificateholder will not at any time institute against the Depositor, or join in any institution against the Depositor or the Trust of, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings under any United States federal or state bankruptcy or similar law in connection with any obligations relating to the Certificates, the Notes, the Agreement or any of the other Basic Documents.

The Agreement permits the amendment thereof as specified below, provided that any amendment be accompanied by an Opinion of Counsel to the Owner Trustee and the Enhancer to the effect that such amendment complies with the provisions of the Agreement and will not cause the Trust to be subject to an entity level tax. If the purpose of any such amendment is to correct any mistake, eliminate any inconsistency, cure any ambiguity or deal with any matter not covered, it shall not be necessary to obtain the consent of any Certificateholder, but the Owner Trustee shall be furnished with a letter from each Rating Agency to the effect that such amendment will not cause a Rating Event, determined without regard to the Policy. If the purpose of any such amendment is to prevent the imposition of any federal or state taxes at any time that any Security is Outstanding, it shall not be necessary to obtain the consent of the any Certificateholder, but the Owner Trustee and the Enhancer shall be furnished with an Opinion of Counsel that such amendment is necessary or helpful to prevent the imposition of such taxes and is not materially adverse to any Certificateholder. If the purpose of the amendment is to add or eliminate or change any provision of the Agreement, other than as specified in the preceding two sentences, the amendment shall require either (a) a letter from each Rating Agency to the effect that such amendment will not cause a Rating Event, determined without regard to the Policy or (b) the consent of Certificateholders of a majority of the Percentage Interests of the Certificates and the Indenture Trustee; *provided, however*, that no such amendment shall (i) reduce in any manner the amount of, or delay the time of, payments received that are required to be distributed on any Certificate without the consent of all Certificateholders affected thereby, or (ii) reduce the

aforesaid percentage of Certificates the Certificateholders of which are required to consent to any such amendment without the consent of the Certificateholders of all such Certificates then outstanding.

As provided in the Agreement and subject to certain limitations therein set forth, the transfer of this Certificate is registerable in the Certificate Register upon surrender of this Certificate for registration of transfer at the Corporate Trust Office of the Certificate Registrar, accompanied by a written instrument of transfer in form satisfactory to the Certificate Registrar duly executed by the Certificateholder hereof or such Certificateholder's attorney duly authorized in writing, and thereupon one or more new Certificates of authorized denominations evidencing the same Class and aggregate Percentage Interest will be issued to the designated transferee. The initial Certificate Registrar appointed under the Agreement is the Owner Trustee.

Except as provided in the Agreement, the Certificates are issuable only in minimum denominations of a 10.0000% Percentage Interest and in integral multiples of a 0.0001% Percentage Interest in excess thereof. As provided in the Agreement and subject to certain limitations therein set forth, the Certificates are exchangeable for new Certificates of authorized denominations, as requested by the Certificateholder surrendering the same. This Certificate is issued in the Percentage Interest above.

No service charge will be made for any such registration of transfer or exchange, but the Owner Trustee or the Certificate Registrar may require payment of a sum sufficient to cover any tax or governmental charge payable in connection therewith.

The Owner Trustee, the Certificate Paying Agent, the Certificate Registrar and any agent of the Owner Trustee, the Certificate Paying Agent, or the Certificate Registrar may treat the Person in whose name this Certificate is registered as the owner hereof for all purposes, and none of the Owner Trustee, the Certificate Paying Agent, the Certificate Registrar or any such agent shall be affected by any notice to the contrary.

This Certificate shall be governed by and construed in accordance with the laws of the State of Delaware.

The obligations created by the Agreement in respect of this Certificate and the Trust created thereby shall terminate upon the final distribution of all moneys or other property or proceeds of the Trust Estate in accordance with the terms of the Indenture and the Agreement.

Unless the certificate of authentication hereon shall have been executed by an authorized officer of the Owner Trustee, or an authenticating agent by manual signature, this Certificate shall not be entitled to any benefit under the Agreement or be valid for any purpose.

[Signature Page Follows]

IN WITNESS WHEREOF, the Owner Trustee, on behalf of the Trust and not in its individual capacity, has caused this Class R-II Certificate to be duly executed.

GMACM HOME EQUITY LOAN TRUST 2005-HE2

By: WILMINGTON TRUST COMPANY,
not in its individual capacity but solely
as Owner Trustee

Dated: June 29, 2005

By: _____
Authorized Signatory

CERTIFICATE OF AUTHENTICATION

This is one of the Certificates referred to in the within mentioned Agreement.

WILMINGTON TRUST COMPANY,
not in its individual capacity
but solely as Owner Trustee

By: _____
Authorized Signatory

or _____,
as Authenticating Agent of the Trust

By: _____
Authorized Signatory

ASSIGNMENT

Social Security or taxpayer I.D. or other identifying number of assignee: _____

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfer unto

(name and address of assignee)

the within Certificate, and all rights thereunder, hereby irrevocably constituting and appointing

to transfer said Certificate on the books of the Certificate Registrar, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

*/

*/ NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Certificate in every particular, without alteration, enlargement or any change whatever. Such signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

DISTRIBUTION INSTRUCTIONS

The assignee should include the following for the information of the Certificate Paying Agent:

Distribution shall be made by wire transfer in immediately available funds to

for the account of _____, account number _____, or, if
mailed by check, to _____.

Applicable statements should be mailed to _____.

Signature of assignee or agent
(for authorization of wire
transfer only)

EXHIBIT I-3

FORM OF CLASS R-III CERTIFICATE

THIS CERTIFICATE MAY NOT BE HELD BY OR TRANSFERRED TO A NON-UNITED STATES PERSON OR A DISQUALIFIED ORGANIZATION (AS DEFINED BELOW).

SOLELY FOR U.S. FEDERAL INCOME TAX PURPOSES, THIS CERTIFICATE IS A “RESIDUAL INTEREST” IN A “REAL ESTATE MORTGAGE INVESTMENT CONDUIT” AS THOSE TERMS ARE DEFINED, RESPECTIVELY, IN SECTIONS 860G AND 860D OF THE INTERNAL REVENUE CODE OF 1986 (THE “CODE”).

NO TRANSFER OF THIS CERTIFICATE MAY BE MADE TO ANY PERSON, UNLESS THE TRANSFEREE PROVIDES EITHER A CERTIFICATION PURSUANT TO SECTION 3.05 OF THE AGREEMENT OR AN OPINION OF COUNSEL SATISFACTORY TO THE SERVICER, THE COMPANY AND THE TRUSTEE THAT THE PURCHASE OF THIS CERTIFICATE WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”), OR SECTION 4975 OF THE CODE AND WILL NOT SUBJECT THE SERVICER, THE COMPANY OR THE TRUSTEE TO ANY OBLIGATION OR LIABILITY IN ADDITION TO THOSE UNDERTAKEN IN THE AGREEMENT.

ANY RESALE, TRANSFER OR OTHER DISPOSITION OF THIS CERTIFICATE MAY BE MADE ONLY IF THE PROPOSED TRANSFEREE PROVIDES A TRANSFER AFFIDAVIT TO THE SERVICER AND THE TRUSTEE THAT (1) SUCH TRANSFEREE IS NOT (A) THE UNITED STATES, ANY STATE OR POLITICAL SUBDIVISION THEREOF, ANY POSSESSION OF THE UNITED STATES, OR ANY AGENCY OR INSTRUMENTALITY OF ANY OF THE FOREGOING (OTHER THAN AN INSTRUMENTALITY WHICH IS A CORPORATION IF ALL OF ITS ACTIVITIES ARE SUBJECT TO TAX AND EXCEPT FOR THE FHLMC, A MAJORITY OF ITS BOARD OF DIRECTORS IS NOT SELECTED BY SUCH GOVERNMENTAL UNIT), (B) A FOREIGN GOVERNMENT, ANY INTERNATIONAL ORGANIZATION, OR ANY AGENCY OR INSTRUMENTALITY OF EITHER OF THE FOREGOING, (C) ANY ORGANIZATION (OTHER THAN CERTAIN FARMERS’ COOPERATIVES DESCRIBED IN SECTION 521 OF THE CODE) WHICH IS EXEMPT FROM THE TAX IMPOSED BY CHAPTER 1 OF THE CODE UNLESS SUCH ORGANIZATION IS SUBJECT TO THE TAX IMPOSED BY SECTION 511 OF THE CODE (INCLUDING THE TAX IMPOSED BY SECTION 511 OF THE CODE ON UNRELATED BUSINESS TAXABLE INCOME), (D) RURAL ELECTRIC AND TELEPHONE COOPERATIVES DESCRIBED IN SECTION 1381(a)(2)(C) OF THE CODE, (E) AN ELECTING LARGE PARTNERSHIP UNDER SECTION 775(a) OF THE CODE (ANY SUCH PERSON DESCRIBED IN THE FOREGOING CLAUSES (A), (B), (C), (D) OR (E) BEING HEREIN REFERRED TO AS A “DISQUALIFIED ORGANIZATION”), OR (F) AN AGENT OF A DISQUALIFIED ORGANIZATION, (2) NO PURPOSE OF SUCH TRANSFER IS TO IMPEDE THE ASSESSMENT OR COLLECTION OF TAX AND (3) SUCH TRANSFEREE SATISFIES CERTAIN ADDITIONAL CONDITIONS RELATING TO THE FINANCIAL CONDITION OF THE PROPOSED TRANSFEREE. NOTWITHSTANDING THE

REGISTRATION IN THE CERTIFICATE REGISTER OR ANY TRANSFER, SALE OR OTHER DISPOSITION OF THIS CERTIFICATE TO A DISQUALIFIED ORGANIZATION OR AN AGENT OF A DISQUALIFIED ORGANIZATION, SUCH REGISTRATION SHALL BE DEEMED TO BE OF NO LEGAL FORCE OR EFFECT WHATSOEVER AND SUCH PERSON SHALL NOT BE DEEMED TO BE A CERTIFICATEHOLDER FOR ANY PURPOSE HEREUNDER, INCLUDING, BUT NOT LIMITED TO, THE RECEIPT OF DISTRIBUTIONS ON THIS CERTIFICATE. EACH HOLDER OF THIS CERTIFICATE BY ACCEPTANCE OF THIS CERTIFICATE SHALL BE DEEMED TO HAVE CONSENTED TO THE PROVISIONS OF THIS PARAGRAPH.

Certificate No. 1

Class R-III Certificate

Percentage Interest: 100%

Cut-Off Date: June 1, 2005

Date of Trust Agreement: June 29, 2005

First Payment Date: July 25, 2005

Final Payment Date: November 25, 2035

GMACM HOME EQUITY LOAN-BACKED CERTIFICATE, SERIES 2005-HE2

evidencing a fractional undivided interest in GMACM Home Equity Loan Trust 2005-HE2 (the "Trust"), the property of which consists primarily of the Mortgage Loans.

This Certificate is payable solely from the assets of the Trust Estate, and does not represent an obligation of or interest in the Depositor, the Sellers, the Servicer, the Indenture Trustee or the Owner Trustee or any of their Affiliates. This Certificate is not guaranteed or insured by any governmental agency or instrumentality or by the Depositor, the Sellers, the Servicer, the Indenture Trustee or the Owner Trustee or any of their affiliates. None of the Depositor, the Sellers, the Servicer, the Indenture Trustee or the Owner Trustee or any of their Affiliates will have any obligation with respect to any certificate or other obligation secured by or payable from payments on the Certificates.

This certifies that GMAC Mortgage Corporation is the registered owner of the Certificate Percentage Interest evidenced by this Certificate (as set forth on the face hereof) in certain distributions with respect to the Trust Estate, consisting primarily of the Mortgage Loans, created by Residential Asset Mortgage Products, Inc. (the "Depositor"). The Trust (as defined herein) was created pursuant to a trust agreement dated as of June 29, 2005 (as amended and supplemented from time to time, the "Agreement"), between the Depositor and Wilmington Trust Company, as owner trustee (the "Owner Trustee," which term includes any successor entity under the Agreement), a summary of certain of the pertinent provisions of which is set

forth hereafter. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in Appendix A to the indenture dated as of June 29, 2005, between the Trust and the Indenture Trustee. This Certificate is issued under and is subject to the terms, provisions and conditions of the Agreement, to which Agreement the Certificateholder of this Certificate by virtue of the acceptance hereof assents and by which such Certificateholder is bound.

Pursuant to the terms of the Agreement, a distribution will be made on the 25th day of each March, June, September and December or, if such 25th day is not a Business Day, the Business Day immediately following (the "Payment Date"), commencing on the first Payment Date specified above, to the Person in whose name this Certificate is registered at the close of business on the last day (or if such last day is not a Business Day, the Business Day immediately preceding such last day) of the month immediately preceding the month of such distribution (the "Record Date"), in an amount equal to the pro rata portion evidenced by this Certificate (based on the Percentage Interest stated on the face hereon) of the amount, if any, required to be distributed to Certificateholders of Certificates on such Payment Date. Distributions on this Certificate will be made as provided in the Agreement by the Certificate Paying Agent by wire transfer or check mailed to the Certificateholder of record in the Certificate Register without the presentation or surrender of this Certificate or the making of any notation hereon.

Except as otherwise provided in the Agreement and notwithstanding the above, the final distribution on this Certificate will be made after due notice by the Certificate Paying Agent of the pendency of such distribution and only upon presentation and surrender of this Certificate at the Corporate Trust Office of the Certificate Registrar. This Certificate has no Certificate Balance.

Each Certificateholder of this Certificate will be deemed to have agreed to be bound by the restrictions set forth in the Agreement to the effect that (i) each person holding or acquiring any Ownership Interest in this Certificate must be a United States Person and a Permitted Transferee, (ii) the transfer of any Ownership Interest in this Certificate will be conditioned upon the delivery to the Indenture Trustee of, among other things, an affidavit to the effect that it is a United States Person and Permitted Transferee, (iii) any attempted or purported transfer of any Ownership Interest in this Certificate in violation of such restrictions will be absolutely null and void and will vest no rights in the purported transferee, and (iv) if any person other than a United States Person and a Permitted Transferee acquires any Ownership Interest in this Certificate in violation of such restrictions, then the Depositor will have the right, in its sole discretion and without notice to the Certificateholder of this Certificate, to sell this Certificate to a purchaser selected by the Depositor, which purchaser may be the Depositor, or any affiliate of the Depositor, on such terms and conditions as the Depositor may choose.

No transfer of this Class R-III Certificate will be made unless the Indenture Trustee has received either (i) an opinion of counsel acceptable to and in form and substance satisfactory to the Trustee, the Depositor and the Servicer with respect to the permissibility of such transfer under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and Section 4975 of the Internal Revenue Code (the "Code") and stating, among other things, that the transferee's acquisition of a Class R Certificate will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or (ii) a

representation letter, in the form as described by the Agreement, stating that the transferee is not an employee benefit or other plan subject to the prohibited transaction provisions of ERISA or Section 4975 of the Code (a “Plan”), or any other person (including an investment manager, a named fiduciary or a trustee of any Plan) acting, directly or indirectly, on behalf of or purchasing any Certificate with “plan assets” of any Plan.

This Certificate is one of a duly authorized issue of Certificates designated as GMACM Home Equity Loan-Backed Certificates of the Series specified hereon (the “Certificates”).

The Certificateholder of this Certificate, by its acceptance hereof, agrees that it will look solely to the funds on deposit in the Distribution Account that have been released from the Lien of the Indenture for payment hereunder and that neither the Owner Trustee in its individual capacity nor the Depositor is personally liable to the Certificateholders for any amount payable under this Certificate or the Agreement or, except as expressly provided in the Agreement, subject to any liability under the Agreement.

The Certificateholder of this Certificate acknowledges and agrees that its rights to receive distributions in respect of this Certificate are subordinated to the rights of the Noteholders and the Enhancer as described in the Indenture.

Each Certificateholder, by its acceptance of a Certificate, covenants and agrees that such Certificateholder will not at any time institute against the Depositor, or join in any institution against the Depositor or the Trust of, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings under any United States federal or state bankruptcy or similar law in connection with any obligations relating to the Certificates, the Notes, the Agreement or any of the other Basic Documents.

The Agreement permits the amendment thereof as specified below, provided that any amendment be accompanied by an Opinion of Counsel to the Owner Trustee and the Enhancer to the effect that such amendment complies with the provisions of the Agreement and will not cause the Trust to be subject to an entity level tax. If the purpose of any such amendment is to correct any mistake, eliminate any inconsistency, cure any ambiguity or deal with any matter not covered, it shall not be necessary to obtain the consent of any Certificateholder, but the Owner Trustee shall be furnished with a letter from each Rating Agency to the effect that such amendment will not cause a Rating Event. If the purpose of any such amendment is to prevent the imposition of any federal or state taxes at any time that any Security is Outstanding, it shall not be necessary to obtain the consent of the any Certificateholder, but the Owner Trustee and the Enhancer shall be furnished with an Opinion of Counsel that such amendment is necessary or helpful to prevent the imposition of such taxes and is not materially adverse to any Certificateholder. If the purpose of the amendment is to add or eliminate or change any provision of the Agreement, other than as specified in the preceding two sentences, the amendment shall require either (a) a letter from each Rating Agency to the effect that such amendment will not cause a Rating Event or (b) the consent of Certificateholders of a majority of the Percentage Interests of the Certificates and the Indenture Trustee; *provided, however*, that no such amendment shall (i) reduce in any manner the amount of, or delay the time of, payments received that are required to be distributed on any Certificate without the consent of all Certificateholders affected thereby, or (ii) reduce the aforesaid percentage of Certificates the

Certificateholders of which are required to consent to any such amendment without the consent of the Certificateholders of all such Certificates then outstanding.

As provided in the Agreement and subject to certain limitations therein set forth, the transfer of this Certificate is registerable in the Certificate Register upon surrender of this Certificate for registration of transfer at the Corporate Trust Office of the Certificate Registrar, accompanied by a written instrument of transfer in form satisfactory to the Certificate Registrar duly executed by the Certificateholder hereof or such Certificateholder's attorney duly authorized in writing, and thereupon one or more new Certificates of authorized denominations evidencing the same Class and aggregate Percentage Interest will be issued to the designated transferee. The initial Certificate Registrar appointed under the Agreement is the Owner Trustee.

Except as provided in the Agreement, the Certificates are issuable only in minimum denominations of a 10.0000% Percentage Interest and in integral multiples of a 0.0001% Percentage Interest in excess thereof. As provided in the Agreement and subject to certain limitations therein set forth, the Certificates are exchangeable for new Certificates of authorized denominations, as requested by the Certificateholder surrendering the same. This Certificate is issued in the Percentage Interest above.

No service charge will be made for any such registration of transfer or exchange, but the Owner Trustee or the Certificate Registrar may require payment of a sum sufficient to cover any tax or governmental charge payable in connection therewith.

The Owner Trustee, the Certificate Paying Agent, the Certificate Registrar and any agent of the Owner Trustee, the Certificate Paying Agent, or the Certificate Registrar may treat the Person in whose name this Certificate is registered as the owner hereof for all purposes, and none of the Owner Trustee, the Certificate Paying Agent, the Certificate Registrar or any such agent shall be affected by any notice to the contrary.

This Certificate shall be governed by and construed in accordance with the laws of the State of Delaware.

The obligations created by the Agreement in respect of this Certificate and the Trust created thereby shall terminate upon the final distribution of all moneys or other property or proceeds of the Trust Estate in accordance with the terms of the Indenture and the Agreement.

Unless the certificate of authentication hereon shall have been executed by an authorized officer of the Owner Trustee, or an authenticating agent by manual signature, this Certificate shall not be entitled to any benefit under the Agreement or be valid for any purpose.

[Signature Page Follows]

IN WITNESS WHEREOF, the Owner Trustee, on behalf of the Trust and not in its individual capacity, has caused this Class R-III Certificate to be duly executed.

GMACM HOME EQUITY LOAN TRUST 2005-HE2

By: WILMINGTON TRUST COMPANY,
not in its individual capacity but solely
as Owner Trustee

Dated: June 29, 2005

By: _____
Authorized Signatory

CERTIFICATE OF AUTHENTICATION

This is one of the Certificates referred to in the within mentioned Agreement.

WILMINGTON TRUST COMPANY,
not in its individual capacity
but solely as Owner Trustee

By: _____
Authorized Signatory

or _____,
as Authenticating Agent of the Trust

By: _____
Authorized Signatory

ASSIGNMENT

Social Security or taxpayer I.D. or other identifying number of assignee: _____

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfer unto

(name and address of assignee)

the within Certificate, and all rights thereunder, hereby irrevocably constituting and appointing

to transfer said Certificate on the books of the Certificate Registrar, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

*/

*/ NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Certificate in every particular, without alteration, enlargement or any change whatever. Such signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

DISTRIBUTION INSTRUCTIONS

The assignee should include the following for the information of the Certificate Paying Agent:

Distribution shall be made by wire transfer in immediately available funds to

for the account of _____, account number _____, or, if
mailed by check, to _____.

Applicable statements should be mailed to _____.

Signature of assignee or agent
(for authorization of wire
transfer only)

STATE OF _____)
 _____) ss.:
 COUNTY OF _____)

(1) That he is [Title of Officer] of [Name of Owner] (record or beneficial owner of the GMACM Home Equity Loan-Backed Certificates, Series 2005-HE2, Class R-[] (the “Owner”)), a [savings institution] [corporation] duly organized and existing under the laws of [the State of _____] [the United States], on behalf of which he makes this affidavit and agreement.

(3) That the Owner is aware (i) of the tax that would be imposed on transfers of Class R Certificates to disqualified organizations or electing large partnerships, under the Code, that applies to all transfers of Class R Certificates after March 31, 1988; (ii) that such tax would be on the transferor (or, with respect to transfers to electing large partnerships, on each such partnership), or, if such transfer is through an agent (which person includes a broker, nominee or middleman) for a disqualified organization, on the agent; (iii) that the person (other than with respect to transfers to electing large partnerships) otherwise liable for the tax shall be relieved of liability for the tax if the transferee furnishes to such person an affidavit that the transferee is not a disqualified organization and, at the time of transfer, such person does not have actual knowledge that the affidavit is false; and (iv) that the Class R-[] Certificates may be “noneconomic residual interests” within the meaning of Treasury regulations promulgated pursuant to the Code and that the transferor of a noneconomic residual interest will

remain liable for any taxes due with respect to the income on such residual interest, unless no significant purpose of the transfer was to impede the assessment or collection of tax.

(4) That the Owner is aware of the tax imposed on a “pass-through entity” holding Class R Certificates if either the pass-through entity is an electing large partnership under Section 775 of the if at any time during the taxable year of the pass-through entity a disqualified organization is the record holder of an interest in such entity. (For this purpose, a “pass through entity” includes a regulated investment company, a real estate investment trust or common trust fund, a partnership, trust or estate, and certain cooperatives.)

(5) The Owner is a citizen or resident of the United States, a corporation, partnership or other entity created or organized in, or under the laws of, the United States or any political subdivision thereof (except in the case of a partnership, to the extent provided in Treasury regulations), or an estate that is described in Section 7701(a)(30)(D) of the Code, or a trust that is described in Section 7701(a)(30)(E) of the Code.

(6) That the Owner is aware that the Certificate Registrar will not register the transfer of any Class R Certificates unless the transferee, or the transferee’s agent, delivers to it an affidavit and agreement, among other things, in substantially the same form as this affidavit and agreement. The Owner expressly agrees that it will not consummate any such transfer if it knows or believes that any of the representations contained in such affidavit and agreement are false.

(7) That the Owner has reviewed the restrictions set forth on the face of the Class R Certificates and the provisions of Section 3.05 of the Trust Agreement under which the Class R-[] Certificates were issued (in particular, clause (i)(A) and (i)(B) of Section 3.05 which authorize the Certificate Registrar to deliver payments to a person other than the Owner and negotiate a mandatory sale by the Servicer Trustee in the event the Owner holds such Certificates in violation of Section 3.05). The Owner expressly agrees to be bound by and to comply with such restrictions and provisions.

(8) That the Owner consents to any additional restrictions or arrangements that shall be deemed necessary upon advice of counsel to constitute a reasonable arrangement to ensure that the Class R-[] Certificates will only be owned, directly or indirectly, by an Owner that is not a disqualified organization.

(9) The Owner’s Taxpayer Identification Number is _____.

(10) This affidavit and agreement relates only to the Class R-[] Certificates held by the Owner and not to any other holder of the Class R-[] Certificates. The Owner understands that the liabilities described herein relate only to the Class R-[] Certificates.

(11) That no purpose of the Owner relating to the transfer of any of the Class R-[] Certificates by the Owner is or will be to impede the assessment or collection of any tax.

(12) That the Owner has no present knowledge or expectation that it will be unable to pay any United States taxes owed by it so long as any of the Certificates remain outstanding. In this regard, the Owner hereby represents to and for the benefit of the person from whom it acquired the Class R-[] Certificate that the Owner intends to pay taxes associated with holding such Class R-[] Certificate as they become due, fully understanding that it may incur tax liabilities in excess of any cash flows generated by the Class R-[] Certificate.

(13) That the Owner has no present knowledge or expectation that it will become insolvent or subject to a bankruptcy proceeding for so long as any of the Class R-[] Certificates remain outstanding.

(14) The Purchaser is not an employee benefit plan or other plan subject to the prohibited transaction provisions of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), or Section 4975 of the Internal Revenue Code of 1986, as amended (the “Code”), or an investment manager, named fiduciary or a trustee of any such plan, or any other Person acting, directly or indirectly, on behalf of or purchasing any Certificate with “plan assets” of any such plan.

IN WITNESS WHEREOF, the Owner has caused this instrument to be executed on its behalf, pursuant to the authority of its Board of Directors, by its [Title of Officer] and its corporate seal to be hereunto attached, attested by its [Assistant] Secretary, this ____ day of _____, _____.

[NAME OF OWNER]

By: _____
[Name of Officer]
[Title of Officer]

[Corporate Seal]

ATTEST:

[Assistant] Secretary

Personally appeared before me the above-named [Name of Officer], known or proved to me to be the same person who executed the foregoing instrument and to be the [Title of Officer] of the Owner, and acknowledged to me that he executed the same as his free act and deed and the free act and deed of the Owner.

Subscribed and sworn before me this ____ day of _____, _____.

NOTARY PUBLIC

COUNTY OF _____
STATE OF _____
My Commission expires the ____ day of _____, 20__.

EXHIBIT J-2
FORM OF TRANSFEROR CERTIFICATE

_____, 20__

Residential Asset Mortgage Products, Inc.
8400 Normandale Lake Boulevard
Suite 600
Minneapolis, Minnesota 55437

Wells Fargo Bank, N.A.
Sixth Street and Marquette Avenue
Minneapolis, Minnesota 55479
Attention: Corporate Trust Services

Re: GMACM Home Equity Loan-Backed Term Notes,
Series 2005-HE2, Class R

Ladies and Gentlemen:

This letter is delivered to you in connection with the transfer by _____ (the "Seller") to _____ (the "Purchaser") of \$ _____ Initial Certificate Principal Balance of GMACM Home Loan Backed Pass-Through Certificates, Series 2005-HE2, Class R-[] (the "Certificates"), pursuant to Section 3.05 of the Trust Agreement (the "Trust Agreement"), dated as of June 29, 2005 among Residential Asset Mortgage Products, Inc., as seller (the "Company"), GMAC Mortgage Corporation, as servicer, and Wilmington Trust Company, as owner trustee (the "Trustee"). All terms used herein and not otherwise defined shall have the meanings set forth in the Trust Agreement. The Seller hereby certifies, represents and warrants to, and covenants with, the Company and the Trustee that:

(15) No purpose of the Seller relating to the transfer of the Certificate by the Seller to the Purchaser is or will be to impede the assessment or collection of any tax.

(16) The Seller understands that the Purchaser has delivered to the Trustee and the Servicer a transfer affidavit and agreement in the form attached to the Trust Agreement as Exhibit J-1. The Seller does not know or believe that any representation contained therein is false.

(17) The Seller has at the time of the transfer conducted a reasonable investigation of the financial condition of the Purchaser as contemplated by Treasury Regulations Section 1.860E-1(c)(4)(i) and, as a result of that investigation, the Seller has determined that the Purchaser has historically paid its debts as they become due and has found no significant evidence to indicate that the Purchaser will not continue to pay its debts as they become due in the future. The Seller understands that the transfer of a Class R-[] Certificate

may not be respected for United States income tax purposes (and the Seller may continue to be liable for United States income taxes associated therewith) unless the Seller has conducted such an investigation.

(18) The Seller has no actual knowledge that the proposed Transferee is not both a United States Person and a Permitted Transferee.

Very truly yours,

(Seller)

By:_____

Name:_____

Title:_____

An extra section break has been inserted above this paragraph. Do not delete this section break if you plan to add text after the Table of Contents/Authorities. Deleting this break will cause Table of Contents/Authorities headers and footers to appear on any pages following the Table of Contents/Authorities.

EXHIBIT 6

GMAC MORTGAGE CORPORATION

as Servicer,

GMACM HOME EQUITY LOAN TRUST 2005-HE2,

as Issuer

and

WELLS FARGO BANK, N.A.

as Indenture Trustee

SERVICING AGREEMENT

Dated as of June 29, 2005

GMACM HOME EQUITY LOAN TRUST 2005-HE2

GMACM Home Equity Loan-Backed Certificates, Series 2005-HE2

GMACM Home Equity Loan-Backed Term Notes, Series 2005-HE2

This Servicing Agreement, dated as of June 29, 2005 (the "Agreement"), is among GMAC Mortgage Corporation, as servicer (the "Servicer"), the GMACM Home Equity Loan Trust 2005-HE2, as issuer (the "Issuer"), and Wells Fargo Bank, N.A., as indenture trustee (the "Indenture Trustee").

WITNESSETH:

WHEREAS, pursuant to the terms of the Purchase Agreement (as defined herein), GMAC Mortgage Corporation, as seller (in such capacity, "GMACM") and as servicer and Walnut Grove Mortgage Loan Trust 2003-A, as seller ("WG Trust" and together with GMACM, the "Sellers"), will sell to Residential Asset Mortgage Products, Inc. ("RAMP"), as purchaser (in such capacity, the "Purchaser"), the Initial Mortgage Loans on the Closing Date, and may sell Subsequent Mortgage Loans on one or more Subsequent Transfer Dates, in each case together with the Related Documents on the Closing Date and any Subsequent Transfer Date;

WHEREAS, RAMP, as depositor (in such capacity, the "Depositor"), will sell the Initial Mortgage Loans and assign all of its rights under the Purchase Agreement to the Issuer, together with the Related Documents on the Closing Date;

WHEREAS, pursuant to the terms of the Trust Agreement, the Issuer will issue the Certificates;

WHEREAS, pursuant to the terms of the Indenture, the Issuer will issue the Notes; and

WHEREAS, pursuant to the terms of this Agreement, the Servicer will service the Mortgage Loans directly or through one or more Subservicers.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I

Definitions

Section 1.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Definitions contained in Appendix A to the indenture dated as of June 29, 2005 (the "Indenture"), between the Issuer and the Indenture Trustee, which is incorporated by reference herein. All other capitalized terms used herein shall have the meanings specified herein.

Section 1.02 Other Definitional Provisions.

(a) All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein.

(b) As used in this Agreement and in any certificate or other document made or delivered pursuant hereto or thereto, accounting terms not defined in this Agreement or in any such certificate or other document, and accounting terms partly defined in this Agreement or in any such certificate or other document, to the extent not defined, shall have the respective meanings given to them under generally accepted accounting principles. To the extent that the definitions of accounting terms in this Agreement or in any such certificate or other document are inconsistent with the meanings of such terms under generally accepted accounting principles, the definitions contained in this Agreement or in any such certificate or other document shall control.

(c) The words “hereof,” “herein,” “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; Section and Exhibit references contained in this Agreement are references to Sections and Exhibits in or to this Agreement unless otherwise specified; the term “including” shall mean “including without limitation”; “or” shall include “and/or”; and the term “proceeds” shall have the meaning ascribed thereto in the UCC.

(d) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as the feminine and neuter genders of such terms.

(e) Any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein; references to a Person are also to its permitted successors and assigns.

Section 1.03 Interest Calculations. All calculations of interest hereunder that are made in respect of the Principal Balance of a Mortgage Loan shall be made on a daily basis using a 365-day year. All calculations of interest on the Notes, other than the Class A-1 and Class A-2 Notes, and the calculation of the Servicing Fee shall be made on the basis of a 360-day year consisting of twelve 30-day months. The calculation of interest on the Class A-1 and Class A-2 Notes shall be made on the basis of the actual number of days in an Interest Period and a year assumed to consist of 360 days. All dollar amounts calculated hereunder shall be rounded to the nearest penny with one-half of one penny being rounded up.

ARTICLE II

Representations and Warranties

Section 2.01 Representations and Warranties Regarding the Servicer. The Servicer represents and warrants to the Issuer and for the benefit of the Indenture Trustee, as pledgee of the Mortgage Loans, as of the Closing Date:

(a) the Servicer is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and has the corporate power to own its assets and to transact the business in which it is currently engaged. The Servicer is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction in which the character of the business transacted by it or properties owned or leased by it requires such qualification and in which the failure to so qualify would have a

material adverse effect (not in the ordinary course of business) on the business, properties, assets, or condition (financial or other) of the Servicer;

(b) the Servicer has the power and authority to make, execute, deliver and perform this Agreement and all of the transactions contemplated under this Agreement, and has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement. When executed and delivered, this Servicing Agreement will constitute the legal, valid and binding obligation of the Servicer enforceable in accordance with its terms, except as enforcement of such terms may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and by the availability of equitable remedies;

(c) the Servicer is not required to obtain the consent of any other Person or any consent, license, approval or authorization from, or registration or declaration with, any governmental authority, bureau or agency in connection with the execution, delivery, performance, validity or enforceability of this Agreement, except for such consent, license, approval or authorization, or registration or declaration, as shall have been obtained or filed, as the case may be;

(d) the execution and delivery of this Agreement and the performance of the transactions contemplated hereby by the Servicer will not violate any material provision of any existing law or regulation or any order or decree of any court applicable to the Servicer or any provision of the Articles of Incorporation or Bylaws of the Servicer, or constitute a material breach of any material mortgage, indenture, contract or other agreement to which the Servicer is a party or by which the Servicer may be bound;

(e) no litigation or administrative proceeding of or before any court, tribunal or governmental body is currently pending, or to the knowledge of the Servicer threatened, against the Servicer or any of its properties or with respect to this Agreement or the Securities which in the opinion of the Servicer has a reasonable likelihood of resulting in a material adverse effect on the transactions contemplated by this Agreement;

(f) the Servicer is a member of MERS in good standing, and will comply in all material respects with the rules and procedures of MERS in connection with the servicing of the Mortgage Loans that are registered with MERS; and

(g) the servicing of the Mortgage Loans has at all times been conducted in material compliance with all applicable federal, state and local laws, rules and regulations and there has been no material violation of any such laws, rules or regulations arising out of the servicing of the Mortgage Loans.

The foregoing representations and warranties shall survive any termination of the Servicer hereunder.

Section 2.02 Representations and Warranties of the Issuer. The Issuer hereby represents and warrants to the Servicer and for the benefit of the Indenture Trustee, as pledgee of the Mortgage Loans, as of the Closing Date:

(a) the Issuer is a statutory trust duly formed and in good standing under the laws of the State of Delaware and has full power, authority and legal right to execute and deliver this Agreement and to perform its obligations under this Agreement, and has taken all necessary action to authorize the execution, delivery and performance by it of this Agreement; and

(b) the execution and delivery by the Issuer of this Agreement and the performance by the Issuer of its obligations under this Agreement will not violate any provision of any law or regulation governing the Issuer or any order, writ, judgment or decree of any court, arbitrator or governmental authority or agency applicable to the Issuer or any of its assets. Such execution, delivery, authentication and performance will not require the authorization, consent or approval of, the giving of notice to, the filing or registration with, or the taking of any other action with respect to, any governmental authority or agency regulating the activities of limited liability companies. Such execution, delivery, authentication and performance will not conflict with, or result in a breach or violation of, any mortgage, deed of trust, lease or other agreement or instrument to which the Issuer is bound.

Section 2.03 Enforcement of Representations and Warranties. The Servicer, on behalf of and subject to the direction of the Indenture Trustee, as pledgee of the Mortgage Loans, or the Issuer, shall enforce the representations and warranties of GMACM or WG Trust pursuant to the Purchase Agreement. Upon the discovery by the Sellers, the Depositor, the Servicer, the Indenture Trustee, the Enhancer, the Issuer, or the Custodian of a breach of any of the representations and warranties made by either GMACM or WG Trust in the Purchase Agreement, in respect of any Mortgage Loan which materially and adversely affects the interests of the Securityholders or the Enhancer, the party discovering such breach shall give prompt written notice to the other parties (the Custodian being so obligated under the Custodial Agreement). The Servicer shall promptly notify either GMACM or WG Trust, as applicable, of such breach and request that, pursuant to the terms of the Purchase Agreement, the respective party either (i) cure such breach in all material respects within 90 days from the date such party was notified of such breach, or in the case of a breach which has the effect of making the Mortgage Loan fail to be a “qualified mortgage” within the meaning of Section 860G of the Internal Revenue Code, within 90 days after the discovery thereof by the Sellers, the Depositor, the Servicer, the Indenture Trustee, the Issuer or the Purchaser or (ii) purchase such Mortgage Loan from the Issuer at the price and in the manner set forth in Section 3.1(e) of the Purchase Agreement; provided, that either GMACM or WG Trust shall, subject to the conditions set forth in the Purchase Agreement, have the option to substitute an Eligible Substitute Loan or Loans for such Mortgage Loan, provided that such substitution occurs within two years following the Closing Date. In the event that either GMACM or WG Trust elects to substitute one or more Eligible Substitute Loans pursuant to Section 3.1(e) of the Purchase Agreement, such party shall deliver to the Custodian or the Servicer, in accordance with the Purchase Agreement, with respect to such Eligible Substitute Loans, the original Mortgage Note, the Mortgage, and such other documents and agreements as are required by the Purchase Agreement. Payments due with respect to Eligible Substitute Loans in the month of substitution shall not be transferred to the Issuer and will be retained by the Servicer and remitted by the Servicer to such party on the next succeeding Payment Date except to the extent that a payment less than the applicable Monthly Payment has been received by the Issuer for such month in respect of the Mortgage Loan to be removed. The Servicer shall amend or cause to be amended the Mortgage Loan Schedule to reflect the

removal of such Mortgage Loan and the substitution of the Eligible Substitute Loans and the Servicer shall promptly deliver the amended Mortgage Loan Schedule to the Owner Trustee and Indenture Trustee.

It is understood and agreed that the obligation of GMACM and WG Trust to cure such breach or purchase or substitute for such Mortgage Loan as to which such a breach has occurred and is continuing shall constitute the sole remedy respecting such breach available to the Issuer and the Indenture Trustee, as pledgee of the Mortgage Loans, against either GMACM or WG Trust. In connection with the purchase of or substitution for any such Mortgage Loan by either GMACM or WG Trust, the Issuer shall assign to such party all of its right, title and interest in respect of the Purchase Agreement applicable to such Mortgage Loan. Upon receipt of the Repurchase Price, or upon completion of such substitution, the Servicer shall notify the Custodian, and the Custodian shall deliver the Mortgage Notes to the Servicer, together with all relevant endorsements and assignments prepared by the Servicer that the Indenture Trustee shall execute.

ARTICLE III

Administration and Servicing of Mortgage Loans

Section 3.01 The Servicer.

(a) The Servicer shall service and administer the Mortgage Loans in a manner generally consistent with the terms of the Program Guide and in a manner consistent with the terms of this Agreement and that shall be normal and usual in its general mortgage servicing activities and consistent with the manner in which it services all other Mortgage Loans in its servicing portfolio with characteristics similar to those of the Mortgage Loans. The Servicer shall have full power and authority, acting alone or through a Subservicer, to do any and all things in connection with such servicing and administration which it may deem necessary or desirable, it being understood, however, that the Servicer shall at all times remain responsible to the Issuer and the Indenture Trustee, as pledgee of the Mortgage Loans, for the performance of its duties and obligations hereunder in accordance with the terms hereof and the Program Guide. Without limiting the generality of the foregoing, the Servicer shall continue, and is hereby authorized and empowered by the Issuer and the Indenture Trustee, as pledgee of the Mortgage Loans, to execute and deliver, on behalf of itself, the Issuer, the Indenture Trustee or any of them, any and all instruments of satisfaction or cancellation, or of partial or full release or discharge and all other comparable instruments with respect to the Mortgage Loans and the Mortgaged Properties. The Issuer, the Indenture Trustee and the Custodian, as applicable, shall furnish the Servicer with any powers of attorney and other documents necessary or appropriate to enable the Servicer to carry out its servicing and administrative duties hereunder. In addition, the Servicer may, at its own discretion and on behalf of the Indenture Trustee, obtain credit information in the form of a "credit score" from a credit repository. On the Closing Date, the Indenture Trustee shall deliver to the Servicer a limited power of attorney substantially in the form of Exhibit B hereto. The Servicer is further authorized and empowered by the Issuer and the Indenture Trustee, on behalf of the Noteholders and the Indenture Trustee, in its own name or in the name of the Subservicer, when the Servicer or the Subservicer, as the case may be, believes it appropriate in its best judgment to register any

Mortgage Loan on the MERS® System, or cause the removal from the registration of any Mortgage Loan on the MERS® System, to execute and deliver, on behalf of the Indenture Trustee and the Noteholders or any of them, any and all instruments of assignment and other comparable instruments with respect to such assignment or re-recording of a Mortgage in the name of MERS, solely as nominee for the Indenture Trustee and its successors and assigns. The Indenture Trustee shall have no ongoing responsibility to check the status of the Mortgage Loans on the MERS® System. Any expenses incurred in connection with the actions described in the preceding sentence shall be borne by the Servicer, with no right of reimbursement.

Notwithstanding the foregoing, subject to Section 3.02(a), the Servicer shall not permit any modification with respect to any Mortgage Loan that would both constitute a sale or exchange of such Mortgage Loan within the meaning of Section 1001 of the Code and any proposed, temporary or final regulations promulgated thereunder and cause any REMIC to fail to qualify as a REMIC under the Code or, except as provided in Section 11.01(f) of the Indenture, cause the imposition of a tax upon any of the REMICs (including but not limited to the tax on prohibited transactions as defined in Section 860F(a)(2) of the Code and the tax on contributions to a REMIC set forth in Section 860G(d) of the Code).

Subject to Section 3.15(b), if the Mortgage did not have a Lien senior to the related Mortgage Loan on the related Mortgaged Property as of the related Cut-Off Date, then the Servicer, in such capacity, may not consent to the placing of a Lien senior to that of the Mortgage on the related Mortgaged Property. Subject to Section 3.15(b), if the Mortgage had a Lien senior to the related Mortgage Loan on the related Mortgaged Property as of the related Cut-Off Date, then the Servicer, in such capacity, may not consent to the refinancing of such prior senior Lien, unless (i) the resulting CLTV of such Mortgage Loan is no higher than the greater of the CLTV prior to such refinancing or a 70% CLTV (or a 80% CLTV for those borrowers with a FICO “credit score” of 720 or greater) and (ii) the interest rate for the loan evidencing the refinanced senior Lien is no higher than the interest rate on the loan evidencing the existing senior Lien immediately prior to the date of such refinancing (meaning, in the case of an adjustable rate loan, a substantially similar index and a gross margin no higher than that of the existing senior Lien); provided, however, that if the loan evidencing the existing senior Lien prior to the date of refinancing is an adjustable rate loan and the loan evidencing the refinanced senior Lien is a fixed rate loan, then the interest rate on the loan evidencing the refinanced senior Lien may be up to 2.0% higher than the then-current mortgage rate of the loan evidencing the existing senior Lien and (iii) the loan evidencing the refinanced senior Lien is not subject to negative amortization.

In connection with servicing the Mortgage Loans, the Servicer may take reasonable actions to encourage or effect the termination of Mortgage Notes that have become dormant.

The relationship of the Servicer (and of any successor to the Servicer as servicer under this Agreement) to the Issuer under this Agreement is intended by the parties to be that of an independent contractor and not that of a joint venturer, partner or agent.

(b) The Servicer may enter into Subservicing Agreements with Subservicers for the servicing and administration of certain of the Mortgage Loans. The Servicer shall provide

notice to the Indenture Trustee upon entering into a Subservicing Agreement. References in this Agreement to actions taken or to be taken by the Servicer in servicing the Mortgage Loans include actions taken or to be taken by a Subservicer on behalf of the Servicer and any amount actually received by such Subservicer in respect of a Mortgage Loan shall be deemed to have been received by the Servicer whether or not actually received by the Servicer. Each Subservicing Agreement will be upon such terms and conditions as are not inconsistent with this Agreement and as the Servicer and the Subservicer have agreed. With the approval of the Servicer, a Subservicer may delegate its servicing obligations to third-party servicers, but such Subservicers will remain obligated under the related Subservicing Agreements. The Servicer and the Subservicer may enter into amendments to the related Subservicing Agreements; provided, however, that any such amendments shall not cause the Mortgage Loans to be serviced in a manner that would be materially inconsistent with the standards set forth in this Agreement. The Servicer shall be entitled to terminate any Subservicing Agreement in accordance with the terms and conditions thereof and without any limitation by virtue of this Agreement; provided, however, that in the event of termination of any Subservicing Agreement by the Servicer or the Subservicer, the Servicer shall either act as servicer of the related Mortgage Loan or enter into a Subservicing Agreement with a successor Subservicer which will be bound by the terms of the related Subservicing Agreement. The Servicer shall be entitled to enter into any agreement with a Subservicer for indemnification of the Servicer and nothing contained in this Agreement shall be deemed to limit or modify such indemnification.

In the event that the rights, duties and obligations of the Servicer are terminated hereunder, any successor to the Servicer in its sole discretion may, to the extent permitted by applicable law, terminate the existing Subservicing Agreement with any Subservicer in accordance with the terms of the applicable Subservicing Agreement or assume the terminated Servicer's rights and obligations under such subservicing arrangements which termination or assumption will not violate the terms of such arrangements.

As part of its servicing activities hereunder, the Servicer, for the benefit of the Indenture Trustee, the Enhancer and the Securityholders, shall use reasonable efforts to enforce the obligations of each Subservicer under the related Subservicing Agreement, to the extent that the non-performance of any such obligation would have a material adverse effect on a Mortgage Loan. Such enforcement, including, without limitation, the legal prosecution of claims, termination of Subservicing Agreements and the pursuit of other appropriate remedies, shall be in such form and carried out to such an extent and at such time as the Servicer, in its good faith business judgment, would require were it the owner of the related Mortgage Loans. The Servicer shall pay the costs of such enforcement at its own expense, and shall be reimbursed therefor only (i) from a general recovery resulting from such enforcement to the extent, if any, that such recovery exceeds all amounts due in respect of the related Mortgage Loan or (ii) from a specific recovery of costs, expenses or attorneys fees against the party against whom such enforcement is directed.

(c) All other documents contained in the Mortgage File and any original documents relating to the Mortgage Loans not contained in the Mortgage File or delivered to the Custodian, if any, or the Indenture Trustee are and shall be held by the Servicer in trust as agent for the Indenture Trustee on behalf of the Noteholders.

Section 3.02 Collection of Certain Mortgage Loan Payments

(a) The Servicer shall make reasonable efforts to collect all payments called for under the terms and provisions of the Mortgage Loans, and shall, to the extent such procedures shall be consistent with this Agreement and generally consistent with the Program Guide, follow such collection procedures as shall be normal and usual in its general mortgage servicing activities and consistent with the procedures the Servicer employs in servicing all other Mortgage Loans in the servicing portfolio with characteristics similar to those of the Mortgage Loans. Consistent with the foregoing, and without limiting the generality of the foregoing, the Servicer may in its discretion (i) waive any late payment charge, penalty interest or other fees which may be collected in the ordinary course of servicing a Mortgage Loan and (ii) arrange with a Mortgagor a schedule for the payment of principal and interest due and unpaid; provided, that such arrangement is consistent with the Servicer's policies with respect to home equity mortgage loans; and provided further, that notwithstanding such arrangement, such Mortgage Loans will be included in the information regarding delinquent Mortgage Loans set forth in the Servicing Certificate. The Servicer may also extend the Due Date for payment due on a Mortgage Loan in accordance with the Program Guide; provided, however, that the Servicer shall first determine that any such waiver or extension will not impair the coverage of any related insurance policy or materially adversely affect the Lien of the related Mortgage or the interests of the Securityholders or the Enhancer and the Servicer shall not grant any such waiver or extension that would have any such effect. Consistent with the terms of this Agreement, the Servicer may also:

- (i) waive, modify or vary any term of any Mortgage Loan;
 - (ii) consent to the postponement of strict compliance with any such term or in any manner grant indulgence to any Mortgagor;
 - (iii) arrange with a Mortgagor a schedule for the payment of principal and interest due and unpaid;
 - (iv) forgive any portion of the amounts contractually owed under the Mortgage Loan;
 - (v) capitalize past due amounts owed under the Mortgage Loan by adding any amounts in arrearage to the existing principal balance of the Mortgage Loan (a "Capitalization Workout") which will result in an increased Monthly Payment amount, provided that: (A) the amount added to the existing principal balance of the Mortgage Loan (the "Capitalized Amount") shall be no greater than five times the Mortgagor's current Monthly Payment amount; and (B) the Servicer shall not enter into a Capitalization Workout unless the CLTV of the Mortgage Loan prior to the Capitalization Workout equals or exceeds 80% and the Mortgagor has qualified for the Capitalization Workout under the Servicer's servicing guidelines; or
 - (vi) reset the maturity date for the Mortgage Loan, but in no event shall such reset date extend beyond the end of the Collection Period preceding the Final Payment Date;
- or any combination of the foregoing, if in the Servicer's determination such waiver,

modification, postponement or indulgence is not materially adverse to the interests of the Securityholders or the Enhancer; provided, however, that the Servicer may not modify or permit any Subservicer to modify any Mortgage Loan (including without limitation any modification that would change the Loan Rate, forgive the payment of any principal or interest (unless in connection with the liquidation of the related Mortgage Loan) or extend the final maturity date of such Mortgage Loan) unless such Mortgage Loan is in default or, in the judgment of the Servicer, such default is reasonably foreseeable. The general terms of any waiver, modification, forgiveness, postponement or indulgence with respect to any of the Mortgage Loans will be included in the Servicing Certificate, and such Mortgage Loans will not be considered “delinquent” for the purposes of the Basic Documents so long as the Mortgagor complies with the terms of such waiver, modification, forgiveness, postponement or indulgence.

(b) The Servicer shall establish a Custodial Account, which shall be an Eligible Account, titled “GMACM Home Equity Loan Trust 2005-HE2,” in which the Servicer shall deposit or cause to be deposited any amounts representing payments and collections in respect of the Initial Mortgage Loans received by it subsequent to or on the Cut-Off Date or, with respect to the Subsequent Mortgage Loans, the Subsequent Cut-Off Date (other than in respect of the payments referred to in the following paragraph), within two Business Days following receipt thereof (or otherwise on or prior to the Closing Date), including the following payments and collections received or made by it (without duplication):

(i) all payments of principal of or interest on the Mortgage Loans received or advanced by the Servicer, net of any portion of the interest thereof retained by any Subservicer as subservicing fees;

(ii) the aggregate Repurchase Price of the Mortgage Loans purchased by the Servicer pursuant to Section 3.15;

(iii) Net Liquidation Proceeds, net of any related Foreclosure Profit, and all Subsequent Net Recovery Amounts;

(iv) all proceeds of any Mortgage Loans repurchased by a Seller pursuant to the Purchase Agreement, and all Substitution Adjustment Amounts required to be deposited in connection with the substitution of an Eligible Substitute Loan pursuant to the Purchase Agreement;

(v) Insurance Proceeds, other than Net Liquidation Proceeds, resulting from any insurance policy maintained on a Mortgaged Property; and

(vi) amounts required to be paid by the Servicer pursuant to Section 8.08;

provided, however, that with respect to each Collection Period, the Servicer shall be permitted to retain from payments in respect of interest on the Mortgage Loans, the Servicing Fee for such Collection Period. The foregoing requirements respecting deposits to the Custodial Account are exclusive, it being understood that, without limiting the generality of the foregoing, the Servicer need not deposit in the Custodial Account amounts representing Foreclosure Profits, fees (including annual fees) or late charge penalties, payable by

Mortgagors (such amounts to be retained as additional servicing compensation in accordance with Section 3.09 hereof), or amounts received by the Servicer for the accounts of Mortgagors for application towards the payment of taxes, insurance premiums, assessments and similar items. In the event any amount not required to be deposited in the Custodial Account is so deposited, the Servicer may at any time withdraw such amount from the Custodial Account, any provision herein to the contrary notwithstanding. The Servicer shall retain all Foreclosure Profits as additional servicing compensation.

The Servicer, in its sole discretion, may deposit into the Custodial Account, Servicer Advances, representing installments of principal of or interest on Mortgage Loans that were delinquent as of the end of any Collection Period, provided that the Servicer reasonably believes that such amounts will be recoverable from Collections on the related Mortgage Loan. If the Servicer makes any such Servicer Advances, the Servicer shall be entitled to reimburse itself by withdrawing from the Custodial Account, as provided herein, any amounts so advanced. The Servicer may cause the institution maintaining the Custodial Account to invest any funds in the Custodial Account in Permitted Investments (including obligations of the Servicer or any of its Affiliates, if such obligations otherwise qualify as Permitted Investments), which investments shall mature not later than the Business Day preceding the next succeeding Payment Date, and which investments shall not be sold or disposed of prior to maturity. In addition, no such Permitted Investment shall be purchased at a price in excess of par. Except as provided above, all income and gain realized from any such investment shall inure to the benefit of the Servicer and shall be subject to its withdrawal or order from time to time. The amount of any losses incurred in respect of the principal amount of any such investments shall be deposited in the Custodial Account by the Servicer out of its own funds immediately as realized.

(c) The Servicer shall require each Subservicer to hold all funds constituting collections on the Mortgage Loans, pending remittance thereof to the Servicer, in one or more accounts meeting the requirements of an Eligible Account, and shall require all such funds to be invested in Permitted Investments, unless all such collections are remitted on a daily basis to the Servicer for deposit into the Custodial Account.

Section 3.03 Withdrawals from the Custodial Account

The Servicer shall, from time to time as provided herein, make withdrawals from the Custodial Account of amounts on deposit therein pursuant to Section 3.02 that are attributable to the Mortgage Loans for the following purposes:

(a) on each Determination Date, the Servicer shall determine the aggregate amounts to be withdrawn from the Custodial Account and applied pursuant to Section 3.05(a) of the Indenture and, prior to the close of business on the Business Day prior to the related Payment Date (provided, however, that the Indenture Trustee shall not be required to invest any amounts deposited into the Note Payment Account after 1:00 p.m.), shall withdraw such amounts from the Custodial Account and deposit such amounts into the Note Payment Account to be distributed by the Paying Agent in accordance with and in the order or priority set forth in Section 3.05(a) of the Indenture for such Payment Date, in accordance with the Servicing Certificate;

(b) to pay to itself from any monthly payments received from the Mortgagors, the amount of such payment that represents interest accrued on the related Mortgage Loan for any period prior to the Cut-Off Date;

(c) to the extent deposited to the Custodial Account, to reimburse itself or the related Subservicer for previously unreimbursed expenses incurred in maintaining individual insurance policies pursuant to Section 3.04, or Liquidation Expenses, paid pursuant to Section 3.07 or otherwise reimbursable pursuant to the terms of this Agreement (to the extent not payable pursuant to Section 3.09), such withdrawal right being limited to amounts received on particular Mortgage Loans (other than any Repurchase Price in respect thereof) that represent late recoveries of the payments for which such advances were made, or from related Net Liquidation Proceeds or the proceeds of the purchase of such Mortgage Loan;

(d) to pay to itself out of each payment received on account of interest on a Mortgage Loan as contemplated by Section 3.09, an amount equal to the related Servicing Fee and the Recovery Fee (to the extent not retained pursuant to Section 3.02 or 3.07), and to pay to any Subservicer any subservicing fees not previously withheld by such Subservicer;

(e) to the extent deposited in the Custodial Account, to pay to itself as additional servicing compensation any (i) interest or investment income earned on funds deposited in the Custodial Account that it is entitled to withdraw pursuant to Sections 3.02(b) and 5.01, and (ii) Foreclosure Profits (to the extent permitted by law);

(f) to pay to itself or a Seller, with respect to any Mortgage Loan or property acquired in respect thereof that has been purchased or otherwise transferred to such Seller, the Servicer or other entity, all amounts received thereon and not required to be distributed to Securityholders as of the date on which the related Purchase Price or Repurchase Price is determined;

(g) to withdraw any other amount deposited in the Custodial Account that was not required to be deposited therein pursuant to Section 3.02;

(h) to pay to itself, with respect to any Mortgage Loan for which it has made a Servicer Advance, any previously unreimbursed Servicer Advances of such amounts theretofore made to the extent of receipts of late recoveries of such payments from the related Mortgagors, out of related Net Liquidation Proceeds or the proceeds of the purchase of such Mortgage Loans;

(i) to reimburse itself for the amount of any investment earnings advanced prior to maturity pursuant to Section 3.17(c) or Section 5.01, to the extent not reimbursed from earnings received on the related investment at maturity;

(j) at its option, for so long as it is the sole Certificateholder, to pay to itself from amounts otherwise required to be remitted to the Distribution Account in accordance with Section 3.05(a)(xiii) of the Indenture, all amounts payable to it as a Certificateholder on the related Payment Date; and

(k) to reimburse itself for advances made pursuant to this Agreement that are not reimbursed pursuant to clauses (c) and (h) of this Section 3.03.

Since, in connection with withdrawals pursuant to clauses (c), (d), (f) and (h), the Servicer's entitlement thereto is limited to collections or other recoveries on the related Mortgage Loan, the Servicer shall keep and maintain separate accounting, on a Mortgage Loan by Mortgage Loan basis, for the purpose of justifying any withdrawal from the Custodial Account pursuant to such clauses. Notwithstanding any other provision of this Agreement, the Servicer shall be entitled to reimburse itself for any previously unreimbursed expenses incurred pursuant to Section 3.07 or otherwise reimbursable pursuant to the terms of this Agreement that the Servicer determines to be otherwise nonrecoverable (except with respect to any Mortgage Loan as to which the Repurchase Price has been paid), by withdrawal from the Custodial Account of amounts on deposit therein attributable to the Mortgage Loans on any Business Day prior to the Payment Date succeeding the date of such determination.

Section 3.04 Maintenance of Hazard Insurance; Property Protection Expenses

To the extent permitted under the related Mortgage Note and Mortgage, and to the extent the Servicer receives notice that a hazard insurance policy has been cancelled, the Servicer shall cause to be maintained for each Mortgage Loan hazard insurance naming the Servicer or related Subservicer as loss payee thereunder providing extended coverage in an amount which is at least equal to the lesser of (i) the maximum insurable value of the improvements securing such Mortgage Loan from time to time or (ii) the combined principal balance owing on such Mortgage Loan and any mortgage loan senior to such Mortgage Loan from time to time; provided, however, that such coverage may not be less than the minimum amount required to fully compensate for any loss or damage on a replacement cost basis. The Servicer shall use its best efforts to monitor that hazard insurance is maintained as described in the previous sentence in the same manner as it would for mortgage loans in its own portfolio. The Servicer shall also cause to be maintained on property acquired upon foreclosure, or deed in lieu of foreclosure, of any Mortgage Loan, fire insurance with extended coverage in an amount which is at least equal to the amount necessary to avoid the application of any co-insurance clause contained in the related hazard insurance policy. Amounts collected by the Servicer under any such policies (other than amounts to be applied to the restoration or repair of the related Mortgaged Property or property thus acquired or amounts released to the Mortgagor in accordance with the Servicer's normal servicing procedures) shall be deposited in the Custodial Account to the extent called for by Section 3.02. In cases in which any Mortgaged Property is located at any time during the life of a Mortgage Loan in a federally designated flood area, to the extent permitted under the related Mortgage Note and Mortgage, and to the extent the Servicer receives notice that the related flood insurance has been cancelled, the hazard insurance to be maintained for the related Mortgage Loan shall include flood insurance (to the extent available). All such flood insurance shall be in amounts equal to the lesser of (i) the amount required to compensate for any loss or damage to the related Mortgaged Property on a replacement cost basis and (ii) the maximum amount of such insurance available for such Mortgaged Property under the national flood insurance program (assuming that the area in which such Mortgaged Property is located is participating in such program). The Servicer shall use its best efforts to monitor such flood insurance as described in the previous sentence in the same manner as it would for mortgage loans in its own

portfolio. The Servicer shall be under no obligation to require that any Mortgagor maintain earthquake or other additional insurance and shall be under no obligation itself to maintain any such additional insurance on property acquired in respect of a Mortgage Loan, other than pursuant to such applicable laws and regulations as shall at any time be in force and as shall require such additional insurance. If the Servicer shall obtain and maintain a blanket policy consistent with its general mortgage servicing activities insuring against hazard losses on all of the Mortgage Loans, it shall conclusively be deemed to have satisfied its obligations as set forth in the first sentence of this Section 3.04, it being understood and agreed that such policy may contain a deductible clause, in which case the Servicer shall, in the event that there shall not have been maintained on the related Mortgaged Property a policy complying with the first sentence of this Section 3.04 and there shall have been a loss which would have been covered by such policy, deposit in the Custodial Account the amount not otherwise payable under the blanket policy because of such deductible clause. Any such deposit by the Servicer shall be made on the last Business Day of the Collection Period in the month in which payments under any such policy would have been deposited in the Custodial Account. In connection with its activities as servicer of the Mortgage Loans, the Servicer agrees to present, on behalf of itself, the Issuer and the Indenture Trustee, claims under any such blanket policy.

Section 3.05 Modification Agreements; Release of Lien.

The Servicer or the related Subservicer, as the case may be, shall be entitled to (a) execute assumption agreements, substitution agreements, and instruments of satisfaction or cancellation or of partial or full release or discharge, or any other document contemplated by this Agreement and other comparable instruments with respect to the Mortgage Loans and with respect to the related Mortgaged Properties (and the Issuer and the Indenture Trustee each shall promptly execute any such documents on request of the Servicer) and (b) approve the granting of an easement thereon in favor of another Person, any alteration or demolition of such Mortgaged Properties or other similar matters, if it has determined, exercising its good faith business judgment in the same manner as it would if it were the owner of the related Mortgage Loans, that the security for, and the timely and full collectability of, such Mortgage Loans would not be adversely affected thereby. A partial release pursuant to this Section 3.05 shall be permitted only if the CLTV for the related Mortgage Loan after such partial release does not exceed the CLTV for such Mortgage Loan as of the related Cut-Off Date, and provided further that the Servicer and the Enhancer have received an Opinion of Counsel to the effect that such partial release will not result in an Adverse REMIC Event. Any fee collected by the Servicer or the related Subservicer for processing such request will be retained by the Servicer or such Subservicer as additional servicing compensation.

Section 3.06 Trust Estate; Related Documents.

(a) When required by the provisions of this Agreement, the Issuer or the Indenture Trustee shall execute instruments to release property from the terms of the Trust Agreement, Indenture or Custodial Agreement, as applicable, or convey the Issuer's or the Indenture Trustee's interest in the same, in a manner and under circumstances that are not inconsistent with the provisions of this Agreement. No party relying upon an instrument executed by the Issuer or the Indenture Trustee as provided in this Section 3.06 shall be bound to ascertain the Issuer's or the Indenture Trustee's authority, inquire into the satisfaction of any conditions

precedent or see to the application of any moneys.

(b) If from time to time any written assurance, assumption agreement or substitution agreement or other similar agreement shall be executed pursuant to Section 3.05, the Servicer shall check that each of such documents purports to be an original executed copy (or a copy of the original executed document if the original executed copy has been submitted for recording and has not yet been returned) and, if so, shall file such documents, and upon receipt of the original executed copy from the applicable recording office or receipt of a copy thereof certified by the applicable recording office shall file such originals or certified copies, with the Related Documents held by the Servicer.

(c) Upon receipt of a Request for Release from the Servicer, substantially in the form of Exhibit C hereto, to the effect that a Mortgage Loan has been the subject of a final payment or a prepayment in full and such Mortgage Loan has been terminated or that substantially all Net Liquidation Proceeds that have been determined by the Servicer in its reasonable judgment to be finally recoverable have been recovered, and upon deposit to the Custodial Account of such final monthly payment, prepayment in full together with accrued and unpaid interest to the date of such payment with respect to such Mortgage Loan or, if applicable, Net Liquidation Proceeds, the Custodian shall promptly release the Related Documents held by the Custodian to the Servicer. The Indenture Trustee shall execute such Related Documents, along with such documents as the Servicer or the related Mortgagor may request to evidence satisfaction and discharge of such Mortgage Loan, upon request of the Servicer. If from time to time and as appropriate for the servicing or foreclosure of any Mortgage Loan, the Servicer requests the Custodian to release Related Documents held by the Custodian and delivers to the Custodian a trust receipt reasonably satisfactory to the Custodian and signed by a Responsible Officer of the Servicer, the Custodian shall release such Related Documents to the Servicer. If such Mortgage Loans shall be liquidated and the Custodian receives a certificate from the Servicer as provided above, then, upon request of the Servicer, the Custodian shall release the trust receipt to the Servicer.

Section 3.07 Realization Upon Defaulted Mortgage Loans; Loss Mitigation.

With respect to any Mortgage Loan that comes into and continues in default, the Servicer shall decide whether to (i) foreclose upon the related Mortgaged Property, (ii) write off the unpaid Principal Balance thereof as bad debt, (iii) take a deed in lieu of foreclosure, (iv) accept a short sale (a payoff of the Mortgage Loan for an amount less than the total amount contractually owed in order to facilitate a sale of the Mortgaged Property by the Mortgagor), (v) permit a short refinancing (a payoff of the Mortgage Loan for an amount less than the total amount contractually owed in order to facilitate refinancing transactions by the Mortgagor not involving a sale of the Mortgaged Property), (vi) arrange for a repayment plan, (vii) agree to a modification in accordance with this Agreement or (viii) take an unsecured note in each case subject to the rights of any related first Lien holder; provided, that in connection with the foregoing, if the Servicer has actual knowledge that any Mortgaged Property is affected by hazardous or toxic wastes or substances and that the acquisition of such Mortgaged Property would not be commercially reasonable, then the Servicer shall not cause the Issuer or the Indenture Trustee to acquire title to such Mortgaged Property in a foreclosure or similar proceeding. In connection with such decision, the Servicer shall follow such practices

(including, in the case of any default on a related senior mortgage loan, the advancing of funds to correct such default if deemed to be appropriate by the Servicer) and procedures as it shall deem necessary or advisable and as shall be normal and usual in its general mortgage servicing activities and as shall be required or permitted by the Program Guide; provided, that the Servicer shall not be liable in any respect hereunder if the Servicer is acting in connection with any such foreclosure or attempted foreclosure which is not completed or other conversion in a manner that is consistent with the provisions of this Agreement. The foregoing is subject to the proviso that the Servicer shall not be required to expend its own funds in connection with any foreclosure or attempted foreclosure which is not completed or towards the correction of any default on a related senior mortgage loan or restoration of any property unless it shall determine that such expenditure will increase the related Net Liquidation Proceeds. In the event of a determination by the Servicer that any such expenditure previously made pursuant to this Section 3.07 will not be reimbursable from Net Liquidation Proceeds, the Servicer shall be entitled to reimbursement of its funds so expended pursuant to Section 3.03.

Notwithstanding any provision of this Agreement, a Mortgage Loan may be deemed to be finally liquidated if substantially all amounts expected by the Servicer to be received in connection therewith have been received; provided, however, that the Servicer may continue to pursue recovery of such Mortgage Loan and any Subsequent Net Recovery Amount with respect to any such Mortgage Loan shall be deposited into the Custodial Account. If the Servicer continues to pursue recovery, the Servicer shall be entitled to the Recovery Fee with respect to that Mortgage Loan and to be reimbursed for any Servicer Advances and expenses as though such Mortgage Loan continued to be an Outstanding Mortgage Loan hereunder. For purposes of determining the amount of any Net Liquidation Proceeds, Insurance Proceeds or other unscheduled collections, the Servicer may take into account minimal amounts of additional receipts expected to be received or any estimated additional liquidation expenses expected to be incurred in connection with such Mortgage Loan.

In the event that title to any Mortgaged Property is acquired in foreclosure or by deed in lieu of foreclosure, the deed or certificate of sale shall be issued to the Indenture Trustee, which shall hold the same on behalf of the Issuer in accordance with Section 3.13 of the Indenture. Notwithstanding any such acquisition of title and cancellation of the related Mortgage Loan, such Mortgaged Property shall (except as otherwise expressly provided herein) be considered to be an outstanding Mortgage Loan held as an asset of the Issuer until such time as such property shall be sold. Consistent with the foregoing for purposes of all calculations hereunder, so long as the related Mortgage Loan shall be considered to be an outstanding Mortgage Loan, it shall be assumed that, notwithstanding that the indebtedness evidenced by the related Mortgage Note shall have been discharged, such Mortgage Note in effect at the time of any such acquisition of title before any adjustment thereto by reason of any bankruptcy or similar proceeding or any moratorium or similar waiver or grace period will remain in effect.

Any proceeds from foreclosure proceedings or the purchase or repurchase of any Mortgage Loan pursuant to the terms of this Agreement, as well as any recovery resulting from a collection of Net Liquidation Proceeds or Insurance Proceeds, shall be applied in the following order of priority: first, to reimburse the Servicer or the related Subservicer in accordance with this Section 3.07; second, to pay the Servicer or the related Subservicer all

Servicing Fees payable therefrom; third, to pay accrued and unpaid interest on such Mortgage Loan, at the Net Loan Rate to the Payment Date on which such amounts are to be deposited in the Note Payment Account or Distribution Account; and fourth, as a recovery of principal on such Mortgage Loan. Any remaining amount shall constitute Foreclosure Profits.

In the event that the Trust acquires any Mortgaged Property as aforesaid or otherwise in connection with a default or imminent default on a Mortgage Loan, the Servicer on behalf the Trust shall dispose of such Mortgaged Property as soon as practicable, giving due consideration to the interests of the Noteholders, the Certificateholders and the Enhancer, but in all cases within three full years after the taxable year of its acquisition by the Trust for purposes of Section 860G(a)(8) of the Code (or such shorter period as may be necessary under applicable state (including any state in which such property is located) law to maintain the status of any REMIC as a REMIC under applicable state law and avoid taxes resulting from such property failing to be foreclosure property under applicable state law) or, at the expense of the Trust, request, more than 60 days before the day on which such grace period would otherwise expire, an extension of such grace period unless the Servicer obtains for the Indenture Trustee an Opinion of Counsel, addressed to the Indenture Trustee, the Enhancer and the Servicer, to the effect that the holding by the Trust of such Mortgaged Property subsequent to such period will not result in the imposition of taxes on “prohibited transactions” as defined in Section 860F of the Code or cause the Trust to fail to qualify as a REMIC (for federal (or any applicable State or local) income tax purposes) at any time that any Certificates are outstanding, in which case the Trust may continue to hold such Mortgaged Property (subject to any conditions contained in such Opinion of Counsel). The Servicer shall be entitled to be reimbursed from the Custodial Account for any costs incurred in obtaining such Opinion of Counsel, as provided in Section 3.03. Notwithstanding any other provision of this Agreement, no Mortgaged Property acquired by the Trust shall be rented (or allowed to continue to be rented) or otherwise used by or on behalf of the Trust in such a manner or pursuant to any terms that would (i) cause such Mortgaged Property to fail to qualify as “foreclosure property” within the meaning of Section 860G(a)(8) of the Code or (ii) subject any REMIC to the imposition of any federal income taxes on the income earned from such Mortgaged Property, including any taxes imposed by reason of Section 860G(c) of the Code, unless the Servicer has agreed to indemnify and hold harmless the Trust and the Enhancer with respect to the imposition of any such taxes.

Section 3.08 Issuer and Indenture Trustee to Cooperate.

(a) On or before each Payment Date, the Servicer will notify the Indenture Trustee or the Custodian, with a copy to the Issuer, of the termination of or the payment in full and the termination of any Mortgage Loan during the preceding Collection Period. Upon receipt of payment in full, the Servicer is authorized to execute, pursuant to the authorization contained in Section 3.01, an instrument of satisfaction regarding the related Mortgage, which instrument of satisfaction shall be recorded by the Servicer if required by applicable law and be delivered to the Person entitled thereto and to cause the removal from the registration on the MERS® System of such Mortgage. It is understood and agreed that any expenses incurred in connection with such instrument of satisfaction or transfer shall be reimbursed from amounts deposited in the Custodial Account. From time to time and as appropriate for the servicing or foreclosure of any Mortgage Loan, the Custodian shall, upon request of the Servicer and

delivery to the Custodian, with a copy to the Issuer, of a Request for Release, in the form attached hereto as Exhibit C, signed by a Servicing Officer, release or cause to be released the related Mortgage Note to the Servicer. The Issuer or Indenture Trustee shall promptly execute such documents, in the forms provided by the Servicer, as shall be necessary for the prosecution of any such proceedings or the taking of other servicing actions. Such trust receipt shall obligate the Servicer to return such Mortgage Note to the Custodian (as specified in such receipt) when the need therefor by the Servicer no longer exists, unless the Mortgage Loan shall be liquidated, in which case, upon receipt of a certificate of a Servicing Officer similar to that specified above, such trust receipt shall be released to the Servicer.

(b) In order to facilitate the foreclosure of the Mortgage securing any Mortgage Loan that is in default following recordation of the related Assignment of Mortgage in accordance with the provisions of the Purchase Agreement, the Indenture Trustee or the Issuer shall, if so requested in writing by the Servicer, promptly execute an appropriate assignment in the form provided by the Servicer to assign such Mortgage Loan for the purpose of collection to the Servicer (any such assignment shall unambiguously indicate that the assignment is for the purpose of collection only), and, upon such assignment, such assignee for collection will thereupon bring all required actions in its own name and otherwise enforce the terms of such Mortgage Loan and deposit or credit the Net Liquidation Proceeds, exclusive of Foreclosure Profits, received with respect thereto into the Custodial Account. In the event that all delinquent payments due under any such Mortgage Loan are paid by the Mortgagor and any other defaults are cured, then the assignee for collection shall promptly reassign such Mortgage Loan to the Indenture Trustee and return all Related Documents to the place where the related Mortgage File was being maintained.

In connection with the Issuer's obligation to cooperate as provided in this Section 3.08 and all other provisions of this Agreement requiring the Issuer to authorize or permit any actions to be taken with respect to the Mortgage Loans, the Indenture Trustee, as pledgee of the Mortgage Loans and as assignee of record of the Mortgage Loans on behalf of the Issuer pursuant to Section 3.13 of the Indenture, expressly agrees, on behalf of the Issuer, to take all such actions on behalf of the Issuer and to promptly execute and return all instruments reasonably required by the Servicer in connection therewith; provided, that if the Servicer requests a signature of the Indenture Trustee, on behalf of the Issuer, then the Servicer shall deliver to the Indenture Trustee an Officer's Certificate stating that such signature is necessary or appropriate to enable the Servicer to carry out its servicing and administrative duties under this Agreement.

Section 3.09 Servicing Compensation; Payment of Certain Expenses by Servicer. The Servicer shall be entitled to receive the Servicing Fee in accordance with Section 3.03 as compensation for its services in connection with servicing the Mortgage Loans. Moreover, late payment charges and other receipts not required to be deposited in the Custodial Account as specified in Section 3.02 shall be retained by the Servicer as additional servicing compensation. The Servicer shall be required to pay all expenses incurred by it in connection with its activities hereunder (including payment of all other fees and expenses not expressly stated hereunder to be for the account of the Securityholders), including the fees and expenses of the Owner Trustee, Indenture Trustee and the Custodian, and shall not be entitled to reimbursement therefor.

Section 3.10 Annual Statement as to Compliance.

(a) The Servicer shall deliver to the Issuer, the Indenture Trustee and the Depositor, with a copy to the Enhancer, beginning March 15, 2006, and on or before March 15 of each year thereafter, an Officer's Certificate stating that (i) a review of the activities of the Servicer during the preceding calendar year and of its performance under any servicing agreements to which it is a party, including this Agreement, has been made under such officer's supervision and (ii) to the best of such officer's knowledge, based on such review, the Servicer has complied in all material respects with the minimum servicing standards set forth in the Uniform Single Attestation Program for Mortgage Bankers and has fulfilled all of its material obligations in all material respects throughout such year, or, if there has been material noncompliance with such servicing standards or a default in the fulfillment in all material respects of any such obligation relating to this Servicing Agreement, such statement shall include a description of such noncompliance or specify each such default, as the case may be, known to such officer and the nature and status thereof.

(b) The Servicer shall deliver to the Issuer and the Indenture Trustee, with a copy to the Enhancer, promptly after having obtained knowledge thereof, but in no event later than five Business Days thereafter, written notice by means of an Officer's Certificate of any event which with the giving of notice or the lapse of time or both, would become a Servicing Default.

Section 3.11 Annual Servicing Report.

Beginning March 15, 2006, and on or before March 15 of each year thereafter, the Servicer at its expense shall cause a firm of nationally recognized independent public accountants (which firm may also render other services to the Servicer) to furnish a report to the Issuer, the Indenture Trustee, the Depositor, the Enhancer and each Rating Agency stating its opinion that, on the basis of an examination conducted by such firm substantially in accordance with standards established by the American Institute of Certified Public Accountants, the assertions made pursuant to Section 3.10 regarding compliance with the minimum servicing standards set forth in the Uniform Single Attestation Program for Mortgage Bankers during the preceding calendar year are fairly stated in all material respects, subject to such exceptions and other qualifications that, in the opinion of such firm, such accounting standards require it to report. In rendering such statement, such firm may rely, as to matters relating to the direct servicing of Mortgage Loans by Subservicers, upon comparable statements for examinations conducted by independent public accountants substantially in accordance with standards established by the American Institute of Certified Public Accountants (rendered within one year of such statement) with respect to such Subservicers.

Section 3.12 Access to Certain Documentation and Information Regarding the Mortgage Loans. Whenever required by statute or regulation, the Servicer shall provide to the Enhancer, any Securityholder upon reasonable request (or a regulator for a Securityholder) or the Indenture Trustee, reasonable access to the documentation regarding the Mortgage Loans. Such access shall be afforded without charge, but only upon reasonable request and during normal business hours at the offices of the Servicer. Nothing in this Section 3.12 shall derogate from the obligation of the Servicer to observe any applicable law prohibiting disclosure of information regarding Mortgagors, and the failure of the Servicer to provide

access as provided in this Section 3.12 as a result of such obligation shall not constitute a breach of this Section 3.12.

Section 3.13 Maintenance of Certain Servicing Insurance Policies. The Servicer shall, during the term of its service as servicer, maintain in force and effect (i) a policy or policies of insurance covering errors and omissions in the performance of its obligations as Servicer hereunder and (ii) a fidelity bond in respect of its officers, employees or agents. Each such policy or policies and fidelity bond shall be at least equal to the coverage that would be required by Fannie Mae or Freddie Mac, whichever is greater, for Persons performing servicing for mortgage loans purchased by such entity.

Section 3.14 Information Required by the Internal Revenue Service and Reports of Foreclosures and Abandonments of Mortgaged Property. The Servicer shall prepare and deliver all federal and state information reports with respect to the Mortgage Loans when and as required by all applicable state and federal income tax laws. In particular, with respect to the requirement under Section 6050J of the Code to the effect that the Servicer or Subservicer shall make reports of foreclosures and abandonments of any mortgaged property for each year beginning in 2005, the Servicer or Subservicer shall file reports relating to each instance occurring during the previous calendar year in which the Servicer (a) on behalf of the Issuer, acquired an interest in any Mortgaged Property through foreclosure or other comparable conversion in full or partial satisfaction of a Mortgage Loan, or (b) knew or had reason to know that any Mortgaged Property had been abandoned. The reports from the Servicer or Subservicer shall be in form and substance sufficient to meet the reporting requirements imposed by Section 6050J and Section 6050H (reports relating to mortgage interest received) of the Code.

Section 3.15 Optional Repurchase or Transfer of Mortgage Loans.

(a) Notwithstanding any provision in Section 3.07 to the contrary, the Servicer, at its option and in its sole discretion, may repurchase any Mortgage Loan that is delinquent in payment by a period of ninety (90) days or longer for a price equal to the Repurchase Price, provided that any such repurchase shall occur only during the 60-day period commencing on the first day of the next calendar month.

(b) The Servicer, at its option and in its sole discretion, may repurchase any Mortgage Loan for a price equal to the Repurchase Price (i) if the related Mortgage did not have a Lien senior to it as of the related Cut-Off Date, and, at the request of the related Mortgagor, the Servicer agrees to the placement of a Lien on the related Mortgaged Property senior to that of such Mortgage or (ii) at the request of the Mortgagor, the Servicer agrees to the refinancing of the Lien senior to that of the related Mortgage resulting in a CLTV that does not satisfy the conditions set forth in Section 3.01(a).

(c) Subject to the conditions set forth below, the Servicer, upon receipt of written notice and direction from the Issuer, shall cause the retransfer of Mortgage Loans from the Trust Estate to the Issuer as of the close of business on a Payment Date (the "Transfer Date"). On the fifth Business Day (the "Transfer Notice Date") prior to the Transfer Date designated in such notice, the Servicer shall give the Indenture Trustee, the Enhancer and the Rating

Agencies a notice of the proposed retransfer that contains a list of the Mortgage Loans to be retransferred. Such retransfers of Mortgage Loans shall be permitted upon satisfaction of the following conditions:

(i) On the Transfer Date, the Overcollateralization Amount (after giving effect to the removal from the Trust Estate of the Mortgage Loans proposed to be retransferred) will equal or exceed the Required Overcollateralization Amount;

(ii) On or before the Transfer Date, the Servicer shall have delivered to the Indenture Trustee a revised Mortgage Loan Schedule showing that the Mortgages Loan transferred to the Certificateholders are no longer owned by the Trust Estate;

(iii) The Servicer shall represent and warrant that the Mortgage Loans to be removed from the Trust Estate were selected at random and the Servicer shall have received the consent of the Enhancer as to the selection of the particular Mortgage Loans to be removed; and

(iv) The Servicer shall have delivered to the Indenture Trustee and the Enhancer an Officer's Certificate certifying that the items set forth in subparagraphs (i) through (iii), inclusive, have been performed or are true and correct, as the case may be. The Indenture Trustee may conclusively rely on such officer's certificate, shall have no duty to make inquiries with regard to the matters set forth therein and shall incur no liability in so relying.

The Servicer shall not be permitted to effect the retransfer of any Mortgage Loan except under the conditions specified above. Upon receiving the requisite notice and direction from the Issuer, the Servicer shall perform in a timely manner those acts required of it, as specified above. Upon satisfaction of the above conditions, on the Transfer Date the Indenture Trustee shall deliver, or cause to be delivered, to the Issuer a written itemization of each Mortgage Loan being transferred, together with the Mortgage File for each such Mortgage Loan, and the Indenture Trustee shall execute and deliver to the Issuer or its designee such other documents prepared by the Servicer as shall be reasonably necessary to transfer such Mortgage Loans to the Certificateholders. Any such transfer of the Trust Estate's right, title and interest in and to a Mortgage Loan shall be without recourse, representation or warranty by or of the Indenture Trustee or the Trust Estate to the Issuer or its designee.

Section 3.16 Advance Facility

(a) The Servicer is hereby authorized to enter into any facility (an "Advance Facility") with any Person (any such Person, an "Advance Facility Counterparty"), without the consent of any party to this Agreement or the Enhancer, which provides that the Servicer may pledge or sell its rights to receive reimbursement of Servicer Advances pursuant to this Agreement ("Advance Reimbursement Rights") pursuant to credit facilities, repurchase facilities, or similar facilities providing liquidity for the funding of the Servicer Advances, including facilities providing that such Advance Facility Counterparty may make all or a portion of the Servicer Advances. Notwithstanding the existence of any Advance Facility under which an Advance Facility Counterparty agrees to fund Servicer Advances on the Servicer's behalf, the Servicer shall remain obligated pursuant to this Agreement to make any

Servicer Advances as required by this Agreement, and shall not be relieved of such obligations by virtue of such Advance Facility.

(b) If the Servicer enters into an Advance Facility, and for so long as an Advance Facility Counterparty remains entitled to receive reimbursement for any Servicer Advances (“Advance Reimbursement Amount”), then the Servicer shall identify such Advance Reimbursement Amount as received, consistently with the reimbursement rights set forth in Sections 3.03 of this Agreement, and shall remit such Advance Reimbursement Amount in accordance with the documentation establishing the Advance Facility to such Advance Facility Counterparty or to a trustee, agent or custodian (an “Advance Facility Trustee”) designated by such Advance Facility Counterparty. Notwithstanding the foregoing, if so required pursuant to the terms of the Advance Facility, the Servicer may withdraw or direct the Indenture Trustee to withdraw, as applicable, from the Custodial Account, and the Servicer shall, and if so directed, the Indenture Trustee is hereby authorized to and shall, pay to the Advance Facility Counterparty or the Advance Facility Trustee the Advance Reimbursement Amount identified pursuant to the preceding sentence.

(c) The Advance Reimbursement Amount shall consist solely of amounts in respect of Servicer Advances made with respect to the Mortgage Loans for which the Servicer would be permitted to reimburse itself in accordance with this Agreement, assuming the Servicer had made the related Servicer Advances. Any Advance Reimbursement Amount that the Servicer, in its capacity as Servicer, is entitled to be paid shall not be included in distributions to Noteholders. An Advance Facility Counterparty whose obligations are limited to the making of Servicer Advances will not be deemed to be a Subservicer under this Agreement or be required to meet the criteria for qualification as a Subservicer under this Agreement.

(d) Any Advance Reimbursement Amount allocated to reimburse Servicer Advances made with respect to any particular Mortgage Loan shall be allocated to the reimbursement of the unreimbursed Servicer Advances made with respect to that Mortgage Loan on a “first-in, first out” (“FIFO”) basis, such that the Advance Reimbursement Amount shall be applied to reimburse the Servicer Advance for that Mortgage Loan that was disbursed earliest in time first, and to reimburse the Servicer Advance for that Mortgage Loan that was disbursed latest in time, last. The Servicer shall provide to the related Advance Facility Counterparty or Advance Facility Trustee loan-by-loan information with respect to each Advance Reimbursement Amount remitted to such Advance Facility Counterparty or Advance Facility Trustee, to enable the Advance Facility Counterparty or Advance Facility Trustee to make the FIFO allocation of each such Advance Reimbursement Amount with respect to each Mortgage Loan.

(e) Upon request of the Servicer, the Indenture Trustee agrees to execute such acknowledgments, certificates, and other documents recognizing the interests of any Advance Facility Counterparty in such Advance Reimbursement Rights as the Servicer may cause to be made subject to Advance Facilities pursuant to this Section 3.16.

Section 3.17 Pre-Funding Account.

(a) No later than the Closing Date, the Indenture Trustee shall establish and maintain on behalf of itself one or more segregated trust accounts, which shall be Eligible Accounts, titled “Pre-Funding Account, Wells Fargo Bank, N.A., as Indenture Trustee for GMACM Home Equity Loan Trust 2005-HE2” (the “Pre-Funding Account”). Notwithstanding anything herein to the contrary, the Pre-Funding Account shall not be an asset of any REMIC. To the extent that the Pre-Funding Account constitutes a reserve fund for federal income tax purposes, (1) it shall be an outside reserve fund and not an asset any REMIC, (2) it shall be owned by GMACM, as Seller and (3) amounts transferred any REMIC to the Pre-Funding Account shall be treated as transferred to GMACM, as Seller, or any successor, all within the meaning of Section 1.860G-2(h) of the Treasury Regulations. On the Closing Date, GMACM shall deposit into the Pre-Funding Account an amount equal to the Original Pre-Funded Amount from the proceeds of the sale of the Securities. On each Subsequent Transfer Date, the Servicer shall instruct the Indenture Trustee in writing to withdraw from the Pre-Funding Account an amount equal to the aggregate Principal Balance as of the related Subsequent Cut-Off Date of the Subsequent Mortgage Loans to be sold to the Trust on such Subsequent Transfer Date and purchased with funds on deposit in the Pre-Funding Account, and to pay such amount to or upon the order of GMACM upon satisfaction of the conditions set forth in this Agreement, in the Purchase Agreement and in the related Subsequent Transfer Agreement with respect thereto.

(b) If the Pre-Funded Amount has not been reduced to zero at the close of business on the last day of the Pre-Funding Period, after giving effect to any withdrawal therefrom on such day, any remaining Pre-Funded Amount shall be deposited in the Note Payment Account on such date and held uninvested and applied as a principal payment on the Notes (other than the Class A-IO Notes) on the next succeeding Payment Date in accordance with the terms of the Indenture.

(c) The Servicer may cause the institution maintaining the Pre-Funding Account to invest any funds therein in Permitted Investments having a maturity of up to 90 days or maturing or otherwise available not later than the Business Day preceding the related Payment Date on which funds are scheduled to be withdrawn to purchase Subsequent Mortgage Loans; provided, that any investment in an obligation of the institution with which the Pre-Funding Account is maintained may mature on or before 10:30 a.m., New York time, on such Payment Date; and provided further, that no such investment may be sold or disposed of prior to maturity. In addition, no such Permitted Investment shall be purchased at a price in excess of par. Notwithstanding the foregoing, in the event investment earnings have not matured on any Payment Date, the amount of such earnings accrued as of such Payment Date shall be advanced by the Servicer for deposit into the Note Payment Account (which advance shall be reimbursed to the Servicer from such investment earnings at maturity). At any time when the Indenture Trustee is maintaining the Pre-Funding Account, any request by the Servicer to invest funds on deposit therein shall be in writing, delivered to the Indenture Trustee at or before 10:30 a.m., New York time, if such investment is to be made on such day. The Servicer shall certify that the requested investment is a Permitted Investment maturing at or prior to the time required hereby. Any such investment shall be registered in the name of the Indenture Trustee or its nominee, and to the extent that any such investment is certificated, such investment shall be maintained with the Indenture Trustee at its Corporate Trust Office. All net income or other gain received from any such investment shall be deposited into or credited

to the Note Payment Account, and may be withdrawn therefrom in accordance with Section 3.05 of the Indenture. In no event shall the Indenture Trustee be liable for any investment losses on Permitted Investments held in or credited to the Pre-Funding Account, provided that such investments are made in accordance with the provisions of this Agreement and the Indenture Trustee is not the obligor under the Permitted Investment.

Section 3.18 Capitalized Interest Account.

(a) No later than the Closing Date, the Indenture Trustee shall establish and maintain on behalf of itself one or more segregated trust accounts, which shall be Eligible Accounts, titled “Capitalized Interest Account, Wells Fargo Bank, N.A., as Indenture Trustee for GMACM Home Equity Loan Trust 2005-HE2” (the “Capitalized Interest Account”). Notwithstanding anything herein to the contrary, the Capitalized Interest Account shall not be an asset of any REMIC. To the extent that the Capitalized Interest Account constitutes a reserve fund for federal income tax purposes, (1) it shall be an outside reserve fund and not an asset of any REMIC, (2) it shall be owned by GMACM, as Seller and (3) amounts transferred by any REMIC to the Capitalized Interest Account shall be treated as transferred to GMACM, as Seller, or any successor, all within the meaning of Section 1.860G-2(h) of the Treasury Regulations. The Indenture Trustee shall, promptly upon receipt, deposit in the Capitalized Interest Account and retain therein the Interest Coverage Amount. If the Indenture Trustee shall not have received an investment direction from GMACM, the Indenture Trustee shall invest funds on deposit in the Capitalized Interest Account in Permitted Investments of the kind described in clause (v) of the definition of Permitted Investments having a maturity date no later than the next succeeding Payment Date. In addition, no such Permitted Investment shall be purchased at a price in excess of par. The Servicer shall be entitled to retain any investment earnings on amounts on deposit in the Capitalized Interest Account and shall deposit into the Capitalized Interest Account the amount of any net loss incurred in respect of any such Permitted Investment immediately upon realization of such loss without any right of reimbursement therefor. The Servicer shall be the owner of the Capitalized Interest Account and shall report all items of income, deduction, gain or loss arising therefrom.

(b) On each Payment Date during the Pre-Funding Period and on the date immediately after the end of the Pre-Funding Period, the Indenture Trustee, at the written direction of the Servicer, shall withdraw from the Capitalized Interest Account and deposit into the Note Payment Account (which such amounts shall be held uninvested) an amount equal to the sum of (i) the Capitalized Interest Requirement for such Payment Date and (ii) the Excess Capitalized Interest Requirement for such Payment Date.

(c) In connection with each Subsequent Transfer Date occurring in the Pre-Funding Period, the Servicer, at its option, may recalculate the Interest Coverage Amount taking into account the amount remaining in the Pre-Funding Account following the sale of Subsequent Mortgage Loans to the Trust on such date. The recomputed Interest Coverage Amount shall be not less than the amount necessary to cover the Capitalized Interest Requirement for each remaining Payment Date in the Pre-Funding Period. On any such Subsequent Transfer Date, GMACM shall instruct in writing the Indenture Trustee to pay to it from funds in the Capitalized Interest Account the excess of the amount on deposit therein over the recomputed Interest Coverage Amount.

(d) Upon the earlier of (i) termination of the Trust Agreement in accordance with Section 8.01 thereof and (ii) the Payment Date following the end of the Pre-Funding Period, any amount remaining on deposit in the Capitalized Interest Account shall be withdrawn by the Indenture Trustee and paid to GMACM.

Section 3.19 Enforcement of Due-on-Sale Clauses; Assumption and Modification Agreements; Certain Assignments.

(a) When any Mortgaged Property is conveyed by the Mortgagor, the Servicer or Subservicer, to the extent it has knowledge of such conveyance, shall enforce any due-on-sale clause contained in any Mortgage Note or Mortgage, to the extent permitted under applicable law and governmental regulations, but only to the extent that such enforcement will not adversely affect or jeopardize coverage under any Required Insurance Policy. Notwithstanding the foregoing:

(i) the Servicer shall not be deemed to be in default under this Section 3.19(a) by reason of any transfer or assumption which the Servicer is restricted by law from preventing; and

(ii) if the Servicer determines that it is reasonably likely that any Mortgagor will bring, or if any Mortgagor does bring, legal action to declare invalid or otherwise avoid enforcement of a due-on-sale clause contained in any Mortgage Note or Mortgage, the Servicer shall not be required to enforce the due-on-sale clause or to contest such action.

(b) Subject to the Servicer's duty to enforce any due-on-sale clause to the extent set forth in Section 3.19(a), in any case in which a Mortgaged Property is to be conveyed to a Person by a Mortgagor, and such Person is to enter into an assumption or modification agreement or supplement to the Mortgage Note or Mortgage which requires the signature of the Indenture Trustee, or if an instrument of release signed by the Indenture Trustee is required releasing the Mortgagor from liability on the Mortgage Loan, the Servicer is authorized, subject to the requirements of the sentence next following, to execute and deliver, on behalf of the Indenture Trustee, the assumption agreement with the Person to whom the Mortgaged Property is to be conveyed and such modification agreement or supplement to the Mortgage Note or Mortgage or other instruments as are reasonable or necessary to carry out the terms of the Mortgage Note or Mortgage or otherwise to comply with any applicable laws regarding assumptions or the transfer of the Mortgaged Property to such Person; provided, however, none of such terms and requirements shall either (i) both (A) constitute a "significant modification" effecting an exchange or reissuance of such Mortgage Loan under the REMIC Provisions and (B) cause any REMIC to fail to qualify as a REMIC under the Code, or (subject to Section 11.01(f) of the Indenture), result in the imposition of any tax on "prohibited transactions" or (ii) constitute "contributions" after the start-up date under the REMIC Provisions. The Servicer shall execute and deliver such documents only if it reasonably determines that (i) its execution and delivery thereof will not conflict with or violate any terms of this Agreement or cause the unpaid balance and interest on the Mortgage Loan to be uncollectible in whole or in part, (ii) any required consents of insurers under any Required Insurance Policies have been obtained and (iii) subsequent to the closing of the transaction involving the assumption or transfer (A) such transaction will not adversely affect the coverage

under any Required Insurance Policies, (B) the Mortgage Loan will fully amortize over the remaining term thereof, (C) no material term of the Mortgage Loan (including the interest rate on the Mortgage Loan) will be altered nor will the term of the Mortgage Loan be changed and (D) if the seller/transferor of the Mortgaged Property is to be released from liability on the Mortgage Loan, such release will not (based on the Servicer's or Subservicer's good faith determination) adversely affect the collectability of the Mortgage Loan. Upon receipt of appropriate instructions from the Servicer in accordance with the foregoing, the Indenture Trustee shall execute any necessary instruments for such assumption or substitution of liability as directed in writing by the Servicer. Upon the closing of the transactions contemplated by such documents, the Servicer shall cause the originals or true and correct copies of the assumption agreement, the release (if any), or the modification or supplement to the Mortgage Note or Mortgage to be delivered to the Indenture Trustee or the Custodian and deposited with the Mortgage File for such Mortgage Loan. Any fee collected by the Servicer or such related Subservicer for entering into an assumption or substitution of liability agreement will be retained by the Servicer or such Subservicer as additional servicing compensation.

Section 3.20 Hedge Agreements.

In the event that either Hedge Agreement, or any replacement thereof, terminates prior to the Payment Date in September 2008, the Servicer, but at no expense to the Servicer, the Issuer or the Indenture Trustee, on behalf of the Indenture Trustee, to the extent that the termination value under such Hedge Agreement is sufficient therefor and only to the extent of the termination payment received from the Hedge Counterparty, shall (i) cause a new hedge counterparty to assume the obligations of such terminated hedge counterparty or (ii) cause a new hedge counterparty to enter into a new interest rate hedge agreement with the Trust Fund having substantially similar terms as those set forth in the terminated hedge agreement.

ARTICLE IV

Servicing Certificate

Section 4.01 Statements to Securityholders.

(a) With respect to each Payment Date, on the Business Day following the related Determination Date, the Servicer shall forward the Servicing Certificate and a computer file containing mutually agreed upon loan level information to the Indenture Trustee, and the Indenture Trustee, pursuant to Section 3.26 of the Indenture, shall make the Servicing Certificate available to each Certificateholder, each Noteholder, the Depositor, the Owner Trustee, the Certificate Paying Agent and each Rating Agency, with a copy to the Enhancer. The Servicing Certificate shall set forth the following information as to the Notes and Certificates, to the extent applicable:

- (i) the aggregate amount of (a) Interest Collections, (b) Principal Collections, and (c) Substitution Adjustment Amounts for such Collection Period;
- (ii) the amount of such distribution as principal to the Noteholders of each Class of Notes;

- (iii) the amount of such distribution as interest to the Noteholders of each Class of Notes, the amount thereof, if any, payable in respect of accrued and unpaid interest, and the amount of any Interest Carry Forward Amount for the related Payment Date;
- (iv) the Insured Amount, if any, for such Payment Date and the aggregate amount of prior draws on the Policy thereunder not yet reimbursed;
- (v) the amount of such distribution to the Certificateholders;
- (vi) the aggregate Principal Balance of the Mortgage Loans as of the end of the preceding Collection Period;
- (vii) the number and aggregate Principal Balances of Mortgage Loans (a) as to which the Monthly Payment is delinquent for 30-59 days, 60-89 days, 90-119 days, 120-149 days and 150-179 days, respectively, (b) the related Mortgaged Property of which has been foreclosed upon and (c) as to which the related Mortgaged Property has become REO Property, in each case as of the end of the preceding Collection Period; provided, however, that such information shall not be provided on the statements relating to the first Payment Date;
- (viii) the aggregate Liquidation Loss Amounts with respect to the related Collection Period, the amount distributed as principal to Noteholders in respect of Liquidation Loss Amounts (minus any Subsequent Net Recovery Amounts) and the aggregate of the Liquidation Loss Amounts from all Collection Periods to date expressed as dollar amount and as a percentage of the aggregate Cut-Off Date Principal Balances of the Mortgage Loans;
- (ix) the aggregate Note Balance of each Class of Notes and the Certificate Balance of the Certificates after giving effect to the distribution of principal on such Payment Date;
- (x) the amount on deposit in each of the Pre-Funding Account and Capitalized Interest Account as of the end of the preceding Collection Period;
- (xi) the Percentage Interest applicable to each of the Securities, after application of payments made on such Payment Date;
- (xii) the Overcollateralization Amount as of the end of the preceding Collection Period;
- (xiii) the weighted average of the Net Loan Rates for the Mortgage Loans for the related Collection Period;
- (xiv) the number and aggregate Principal Balance of Mortgage Loans repurchased pursuant to Section 3.15 herein during such Collection Period;

(xv) Net Liquidation Proceeds, net of any related Foreclosure Profit, for such Collection Period;

(xvi) the amount, if any, of the Hedge Payments for such Distribution Date and any shortfall in amounts previously required to be paid under the Hedge Agreements for prior Distribution Dates

(xvii) the aggregate Subsequent Net Recovery Amounts for such Collection Period; and

(xviii) the aggregate Principal Balance of Subsequent Mortgage Loans transferred to the Trust Estate.

In the case of information furnished pursuant to clauses (ii) and (iii) above, the amounts shall be expressed as an aggregate dollar amount per Note, as applicable, with a \$25,000 denomination and per Certificate with a denomination equal to a 100% Percentage Interest. In the case of information furnished pursuant to clause (iii) above for the Class A-IO Notes, the amount shall be expressed as an aggregate dollar amount with a \$1,000,000 denomination.

If a Servicing Default shall occur, on the Business Day following the related Determination Date, the Servicer shall forward to the Indenture Trustee, and the Indenture Trustee, pursuant to Section 3.26 of the Indenture, shall forward or cause to be forwarded by mail to each Certificateholder, each Noteholder, the Enhancer, the Depositor, the Owner Trustee, the Certificate Paying Agent and each Rating Agency, a statement to such effect, including the nature of such Servicing Default. Such statement may be included in, or separate from, the regular statement sent to Securityholders.

The Indenture Trustee will make the monthly statement to Securityholders (and, at its option, any additional files containing the same information in an alternative format) available each month to Securityholders and other parties to this Agreement via the Indenture Trustee's internet website, initially located at "www.ctslink.com." Assistance in using the website can be obtained by calling the Indenture Trustee's customer service desk at (301) 815-6600. Parties that are unable to use the above distribution options are entitled to have a paper copy mailed to them via first class mail by calling the customer service desk and indicating such. The Indenture Trustee shall have the right to change the way the statements to Securityholders are distributed in order to make such distribution more convenient and/or more accessible to the above parties and the Indenture Trustee shall provide timely and adequate notification to all above parties regarding any such changes.

(b) The Servicer shall forward to the Indenture Trustee any other information reasonably requested by the Indenture Trustee necessary to make distributions pursuant to Section 3.05 of the Indenture. Prior to the close of business on the Business Day next succeeding each Determination Date, the Servicer shall furnish a written statement to the Certificate Paying Agent and the Indenture Trustee setting forth the aggregate amounts required to be withdrawn from the Custodial Account and deposited into the Note Payment Account and/or Distribution Account on the Business Day preceding the related Payment Date pursuant to Section 3.03. The determination by the Servicer of such amounts shall, in the

absence of obvious error, be deemed to be presumptively correct for all purposes hereunder, and the Owner Trustee and the Indenture Trustee shall be protected in relying upon the same without any independent check or verification. In addition, upon the Issuer's written request, the Servicer shall promptly furnish such information reasonably requested by the Issuer that is reasonably available to the Servicer to enable the Issuer to perform its federal and state income tax reporting obligations.

Section 4.02 Tax Returns and 1934 Act Reports

(a) The Servicer will act as the Tax Matters Partner pursuant to the Trust Agreement and the Indenture and will perform the obligations of the Servicer set forth in Section 8.02 of the Trust Agreement and the obligations of the Tax Matters Partner set forth in Article XI of the Indenture.

(b) The Servicer shall, on behalf of the Depositor and in respect of the Trust Fund, prepare and cause to be filed with the Commission and the Servicer shall execute or cause to be executed any periodic reports required to be filed under the provisions of the Exchange Act, and the rules and regulations of the Commission thereunder. In connection with the preparation and filing of such periodic reports, the Indenture Trustee shall timely provide to the Servicer (I) a list of Noteholders as shown on the Note Register as of the end of each calendar year, (II) copies of all pleadings, other legal process and any other documents relating to any claims, charges or complaints involving the Indenture Trustee, as trustee, or the Trust Estate that are received by the Indenture Trustee, (III) notice of all matters that, to the actual knowledge of a Responsible Officer of the Indenture Trustee, have been submitted to a vote of the Noteholders or Certificateholders, other than those matters that have been submitted to a vote of the Noteholders or Certificateholders at the request of the Depositor or the Servicer, and (IV) notice of any failure of the Indenture Trustee to make any distribution to the Noteholders or Certificateholders as required pursuant to the Indenture or Trust Agreement, as applicable. Neither the Indenture Trustee nor the Servicer shall have any liability with respect to the Indenture Trustee's failure to properly prepare or file, or the Servicer's failure to execute or cause to be executed, such periodic reports resulting from or relating to the Indenture Trustee's or the Servicer's, as the case may be, inability or failure to maintain or obtain any information not resulting from the Indenture Trustee's or the Servicer's, as the case may be, own negligence or willful misconduct. Any Form 10-K filed with the Commission in connection with this Section 4.02 shall include a certification, signed by the senior officer in charge of the servicing functions of the Servicer, in the form attached as Exhibit D-1 hereto or such other form as may be required or permitted by the Commission (the "Form 10-K Certification"), in compliance with Rule 13a-14 and 15d-14 under the Exchange Act and any additional directives of the Commission. In connection with the Form 10-K Certification, the Indenture Trustee shall provide the Servicer with a back-up certification substantially in the form attached hereto as Exhibit D-2.

(c) The Servicer shall prepare all reports on behalf of the Trust Estate, including, but not limited to, all Forms 8-K, Forms 10-K and, when applicable, a Form 15 that are required under the Securities Exchange Act of 1934, as amended. The Servicer shall continue to file all Forms 8-K and Forms 10-K with respect to the Trust Estate until directed by the Depositor in writing to discontinue such filings.

ARTICLE V

Note Payment Account

Section 5.01 Note Payment Account. The Indenture Trustee shall establish and maintain an Eligible Account entitled “Wells Fargo Bank, N.A., as Indenture Trustee, for the benefit of the Securityholders, the Certificate Paying Agent and the Enhancer, pursuant to the Indenture, dated as of June 29, 2005, between GMACM Home Equity Loan Trust 2005-HE2 and Wells Fargo Bank, N.A.” (the “Note Payment Account”). On each Payment Date, amounts on deposit in the Note Payment Account shall be distributed by the Indenture Trustee in accordance with Section 3.05 of the Indenture. The Indenture Trustee shall invest or cause the institution maintaining the Note Payment Account to invest the funds therein in Permitted Investments selected in writing by the Servicer and designated in the name of the Indenture Trustee, which investments shall mature not later than the Business Day next preceding the Payment Date next following the date of such investment (except that any investment in the institution with which the Note Payment Account is maintained may mature on such Payment Date) and shall not be sold or disposed of prior to maturity. In addition, no such Permitted Investment shall be purchased at a price in excess of par. All income and gain realized from any such investment shall be for the benefit of the Servicer and shall be subject to its withdrawal or order from time to time. The amount of any losses incurred in respect of any such investments shall be deposited in the Note Payment Account by the Servicer out of its own funds immediately as realized.

ARTICLE VI

The Servicer

Section 6.01 Liability of the Servicer. The Servicer shall be liable in accordance herewith only to the extent of the obligations specifically imposed upon and undertaken by the Servicer herein.

Section 6.02 Merger or Consolidation of, or Assumption of the Obligations of, the Servicer. Any corporation into which the Servicer may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Servicer shall be a party, or any corporation succeeding to the business of the Servicer, shall be the successor of the Servicer hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

The Servicer may assign its rights and delegate its duties and obligations under this Agreement; provided, that the Person accepting such assignment or delegation shall be a Person qualified to service mortgage loans, is reasonably satisfactory to the Enhancer (provided, that such consent to assignment may not be unreasonably withheld), is willing to service the Mortgage Loans and executes and delivers to the Issuer (with a copy to the Enhancer) an agreement, in form and substance reasonably satisfactory to the Enhancer, that contains an assumption by such Person of the due and punctual performance and observance of each covenant and condition to be performed or observed by the Servicer under this

Agreement; and provided further, that no Rating Event will occur as a result of such assignment and delegation (as evidenced by a letter to such effect from each Rating Agency), if determined without regard to the Policy; and provided further, that the Owner Trustee shall receive an Opinion of Counsel to the effect that such assignment or delegation will not cause the Issuer to be treated as an association (or a publicly-traded partnership) taxable as a corporation for federal income tax purposes..

Section 6.03 Limitation on Liability of the Servicer and Others. Neither the Servicer nor any of the directors or officers or employees or agents of the Servicer shall be under any liability to the Issuer, the Owner Trustee, the Indenture Trustee or the Securityholders for any action taken or for refraining from the taking of any action in good faith pursuant to this Agreement; provided, however, that this provision shall not protect the Servicer or any such Person against any liability that would otherwise be imposed by reason of its willful misfeasance, bad faith or gross negligence in the performance of its duties hereunder or by reason of its reckless disregard of its obligations and duties hereunder. The Servicer and any director or officer or employee or agent of the Servicer may rely in good faith on any document of any kind *prima facie* properly executed and submitted by any Person respecting any matters arising hereunder. The Servicer and any director, officer, employee or agent of the Servicer shall be indemnified by the Issuer and held harmless against any loss, liability or expense incurred in connection with any legal action relating to this Agreement or the Securities, including any amount paid to the Owner Trustee or the Indenture Trustee pursuant to Section 6.06(b), other than any loss, liability or expense related to any specific Mortgage Loan or Mortgage Loans (except as any such loss, liability or expense shall be otherwise reimbursable pursuant to this Agreement) and any loss, liability or expense incurred by reason of its willful misfeasance, bad faith or gross negligence in the performance of its duties hereunder or by reason of its reckless disregard of its obligations and duties hereunder. The Servicer shall not be under any obligation to appear in, prosecute or defend any legal action that is not incidental to its duties to service the Mortgage Loans in accordance with this Agreement, and that in its opinion may involve it in any expense or liability; provided, however, that the Servicer may in its sole discretion undertake any such action that it may deem necessary or desirable in respect of this Agreement, the rights and duties of the parties hereto and the interests of the Securityholders. In such event, the reasonable legal expenses and costs of such action and any liability resulting therefrom shall be expenses, costs and liabilities of the Issuer, and the Servicer shall be entitled to be reimbursed therefor. The Servicer's right to indemnity or reimbursement pursuant to this Section 6.03 shall survive any resignation or termination of the Servicer pursuant to Section 6.04 or 7.01 with respect to any losses, expenses, costs or liabilities arising prior to such resignation or termination (or arising from events that occurred prior to such resignation or termination).

Section 6.04 Servicer Not to Resign. Subject to the provisions of Section 6.02, the Servicer shall not resign from the obligations and duties hereby imposed on it except (a) upon determination that the performance of its obligations or duties hereunder are no longer permissible under applicable law or are in material conflict by reason of applicable law with any other activities carried on by it or its subsidiaries or Affiliates, the other activities of the Servicer so causing such a conflict being of a type and nature carried on by the Servicer or its subsidiaries or Affiliates at the date of this Agreement or (b) upon satisfaction of the following conditions: (i) the Servicer shall have proposed a successor servicer to the Issuer, the

Indenture Trustee and the Enhancer in writing and such proposed successor servicer is reasonably acceptable to the Issuer, the Indenture Trustee and the Enhancer; (ii) each Rating Agency shall have delivered a letter to the Issuer, the Enhancer and the Indenture Trustee prior to the appointment of the successor Servicer stating that the proposed appointment of such successor Servicer as Servicer hereunder will not cause a Rating Event, if determined without regard to the Policy; and (iii) such proposed successor Servicer is reasonably acceptable to the Enhancer, as evidenced by a letter to the Issuer and the Indenture Trustee, provided, however, that no such resignation by the Servicer shall become effective until such successor servicer or, in the case of (a) above, the Indenture Trustee, as pledgee of the Mortgage Loans, shall have assumed the Servicer's responsibilities and obligations hereunder or the Indenture Trustee, as pledgee of the Mortgage Loans, shall have designated a successor servicer in accordance with Section 7.02. Any such resignation shall not relieve the Servicer of responsibility for any of the obligations specified in Sections 7.01 and 7.02 as obligations that survive the resignation or termination of the Servicer. Any such determination permitting the resignation of the Servicer shall be evidenced by an Opinion of Counsel to such effect delivered to the Indenture Trustee and the Enhancer.

Section 6.05 Delegation of Duties. In the ordinary course of business, the Servicer at any time may delegate any of its duties hereunder to any Person, including any of its Affiliates, that agrees to conduct such duties in accordance with standards comparable to those with which the Servicer complies pursuant to Section 3.01. Such delegation shall not relieve the Servicer of its liabilities and responsibilities with respect to such duties and shall not constitute a resignation within the meaning of Section 6.04.

Section 6.06 Payment of Indenture Trustee's and Owner Trustee's Fees and Expenses; Indemnification.

(a) After the Closing Date, the Servicer covenants and agrees to pay to the Owner Trustee, the Indenture Trustee and any co-trustee of the Indenture Trustee or the Owner Trustee from time to time, and the Owner Trustee, the Indenture Trustee and any such co-trustee shall be entitled to, reasonable compensation (which shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust and, in the case of the Indenture Trustee, for so long as GMACM is the Servicer shall be as set forth in the letter agreement between the Indenture Trustee and the Servicer dated as of June 29, 2005) for all services rendered by each of them in the execution of the trusts created under the Trust Agreement and the Indenture and in the exercise and performance of any of the powers and duties under the Trust Agreement or the Indenture, as the case may be, of the Owner Trustee, the Indenture Trustee and any co-trustee, and the Servicer will pay or reimburse the Indenture Trustee and any co-trustee upon request for all reasonable expenses, disbursements and advances incurred or made by the Indenture Trustee or any co-trustee in accordance with any of the provisions of this Agreement, the Indenture or the Trust Agreement except any such expense, disbursement or advance as may arise from its negligence, willful misfeasance or bad faith. In addition, the Indenture Trustee shall be entitled to be reimbursed from the Servicer for all reasonable costs associated with the transfer of servicing from the predecessor servicer pursuant to Section 7.02 hereunder, including, without limitation, any reasonable costs or expenses associated with the complete transfer of all servicing data and the completion, correction or manipulation of such servicing data as may be required by the Indenture Trustee

to correct any errors or insufficiencies in the servicing data or otherwise to enable the Indenture Trustee to service the Mortgage Loans properly and effectively.

(b) The Servicer agrees to indemnify the Indenture Trustee and the Owner Trustee for, and to hold the Indenture Trustee and the Owner Trustee, as the case may be, harmless against, any loss, liability or expense incurred without negligence, bad faith or willful misconduct on the part of the Indenture Trustee or the Owner Trustee, as the case may be, arising out of, or in connection with, the acceptance and administration of the Issuer and the assets thereof, including the costs and expenses (including reasonable legal fees and expenses) of defending the Indenture Trustee or the Owner Trustee, as the case may be, against any claim in connection with the exercise or performance of any of its powers or duties under any Basic Document; provided that:

(i) with respect to any such claim, the Indenture Trustee or Owner Trustee, as the case may be, shall have given the Servicer written notice thereof promptly after the Indenture Trustee or Owner Trustee, as the case may be, shall have actual knowledge thereof;

(ii) while maintaining control over its own defense, the Issuer, the Indenture Trustee or Owner Trustee, as the case may be, shall cooperate and consult fully with the Servicer in preparing such defense; and

(iii) notwithstanding anything in this Agreement to the contrary, the Servicer shall not be liable for settlement of any claim by the Indenture Trustee or the Owner Trustee, as the case may be, entered into without the prior consent of the Servicer.

No termination of this Agreement or resignation or removal of the Indenture Trustee shall affect the obligations created by this Section 6.06 of the Servicer to indemnify the Indenture Trustee and the Owner Trustee under the conditions and to the extent set forth herein.

Notwithstanding the foregoing, the indemnification provided by the Servicer in this Section 6.06(b) shall not pertain to any loss, liability or expense of the Indenture Trustee or the Owner Trustee, including the costs and expenses of defending itself against any claim, incurred in connection with any actions taken by the Indenture Trustee or the Owner Trustee at the direction of the Noteholders or Certificateholders, as the case may be, pursuant to the terms of this Agreement.

ARTICLE VII

Default

Section 7.01 Servicing Default.

(a) If a Servicing Default shall occur and be continuing, then, and in every such case, so long as a Servicing Default shall not have been remedied by the Servicer, either the Issuer or the Indenture Trustee, upon actual knowledge of the occurrence of a Servicing Default and with the consent of the Enhancer (so long as no Enhancer Default exists), or the Enhancer, by notice then given in writing to the Servicer, the Issuer and the Indenture Trustee,

may terminate all of the rights and obligations of the Servicer as servicer under this Agreement other than its right to receive servicing compensation and expenses for servicing the Mortgage Loans hereunder during any period prior to the date of such termination, and the Enhancer or the Issuer or the Indenture Trustee with the consent of the Enhancer (so long as no Enhancer Default exists), may exercise any and all other remedies available at law or equity. Any such notice to the Servicer shall also be given to each Rating Agency, the Enhancer and the Issuer. On or after the receipt by the Servicer of such written notice, all authority and power of the Servicer under this Agreement, whether with respect to the Securities or the Mortgage Loans or otherwise, shall pass to and be vested in the Indenture Trustee, subject to Section 7.02 hereof, as pledgee of the Mortgage Loans, pursuant to and under this Section 7.01; and, without limitation, the Indenture Trustee is hereby authorized and empowered to execute and deliver, on behalf of the Servicer, as attorney-in-fact or otherwise, any and all documents and other instruments, and to do or accomplish all other acts or things necessary or appropriate to effect the purposes of such notice of termination, whether to complete the transfer and endorsement of each Mortgage Loan and related documents, or otherwise. The Servicer agrees to cooperate with the Issuer, the Enhancer and Indenture Trustee, as the case may be, in effecting the termination of the responsibilities and rights of the Servicer hereunder, including, without limitation, the transfer to the Indenture Trustee for the administration by it of all cash amounts relating to the Mortgage Loans that shall at the time be held by the Servicer and to be deposited by it in the Custodial Account, or that have been deposited by the Servicer in the Custodial Account or thereafter received by the Servicer with respect to the Mortgage Loans, the recordation of Assignments of Mortgages to the Indenture Trustee if MERS is not the mortgagee of a Mortgage Loan, and the delivery of the Mortgage Files in its possession to the Indenture Trustee. All reasonable costs and expenses (including, but not limited to, attorneys' fees) incurred in connection with amending this Agreement to reflect such succession as Servicer pursuant to this Section 7.01 shall be paid by the predecessor Servicer (or if the predecessor Servicer is the Indenture Trustee, the initial Servicer) upon presentation of reasonable documentation of such costs and expenses.

(b) Notwithstanding any termination of the activities of the Servicer hereunder, the Servicer shall be entitled to receive, out of any late collection of a payment on a Mortgage Loan which was due prior to the notice terminating the Servicer's rights and obligations hereunder and received after such notice, that portion to which the Servicer would have been entitled pursuant to Sections 3.03 and 3.09 as well as its Servicing Fee in respect thereof, and any other amounts payable to the Servicer hereunder the entitlement to which arose prior to the termination of its activities hereunder.

Notwithstanding the foregoing, a delay in or failure of performance under clause (i) or (ii) of the definition of Servicing Default, after the applicable grace periods specified therein, shall not constitute a Servicing Default if such delay or failure could not be prevented by the exercise of reasonable diligence by the Servicer and such delay or failure was caused by an act of God or the public enemy, acts of declared or undeclared war, public disorder, rebellion or sabotage, epidemics, landslides, lightning, fire, hurricanes, earthquakes, floods or similar causes. The preceding sentence shall not relieve the Servicer from using reasonable efforts to perform its respective obligations in a timely manner in accordance with the terms of this Agreement. The Servicer shall provide the Indenture Trustee, the Enhancer and the Securityholders with notice of any such failure or delay by it, together with a description of its

efforts to so perform its obligations. The Servicer shall immediately notify the Indenture Trustee, the Enhancer and the Issuer in writing of any Servicing Default.

Section 7.02 Indenture Trustee to Act; Appointment of Successor.

(a) On and after the time the Servicer receives a notice of termination pursuant to Section 7.01 or sends a notice pursuant to Section 6.04, the Indenture Trustee as pledgee of the Mortgage Loans shall itself become, or shall appoint an affiliate of the Indenture Trustee to become the successor in all respects to the Servicer in its capacity as servicer under this Agreement and the transactions set forth or provided for herein and shall immediately assume all of the obligations of the Servicer to make advances on Mortgage Loans under Section 3.02(b) and will be subject to all other responsibilities, duties and liabilities relating thereto placed on the Servicer by the terms and provisions hereof as soon as practicable, but in no event later than 90 days after the Indenture Trustee becomes successor servicer. During such 90 day period, the Indenture Trustee, with the consent of the Enhancer, may require the Servicer being terminated to continue to perform such servicing responsibilities (other than making advances on the Mortgage Loans under Section 3.02(b)) as the Indenture Trustee deems appropriate. In such event, the Servicer being terminated shall provide such services as directed by the Indenture Trustee until the earliest of the date the Indenture Trustee notifies such Servicer to discontinue providing such services, the date on which a successor servicer or the Indenture Trustee has assumed all responsibilities, duties and liabilities of the Servicer hereunder or the expiration of the 90 day period. The Servicer shall be entitled to the Servicing Fee hereunder for any period during which the Servicer is obligated to provide such services as if no termination of the Servicer had occurred. Nothing in this Agreement or in the Trust Agreement shall be construed to permit or require the Indenture Trustee to (i) succeed to the responsibilities, duties and liabilities of the initial Servicer in its capacity as Seller under the Purchase Agreement, (ii) be responsible or accountable for any act or omission of the Servicer prior to the issuance of a notice of termination hereunder, (iii) require or obligate the Indenture Trustee, in its capacity as successor Servicer, to purchase, repurchase or substitute any Mortgage Loan, (iv) fund any losses on any Permitted Investment directed by any other Servicer, or (v) be responsible for the representations and warranties of the Servicer. As compensation therefor, the Indenture Trustee shall be entitled to such compensation as the Servicer would have been entitled to hereunder if no such notice of termination had been given. Notwithstanding the foregoing, if the Indenture Trustee is (x) unwilling to act as successor Servicer itself or to appoint an affiliate to become successor Servicer, or (y) legally unable so to act, the Indenture Trustee as pledgee of the Mortgage Loans may (in the situation described in clause (x)) or shall (in the situation described in clause (y)) appoint or petition a court of competent jurisdiction to appoint any established housing and home finance institution, bank or other mortgage loan servicer having a net worth of not less than \$10,000,000 as the successor to the Servicer hereunder in the assumption of all or any part of the responsibilities, duties or liabilities of the Servicer hereunder; provided, that any such successor Servicer shall be acceptable to the Enhancer, as evidenced by the Enhancer's prior written consent, which consent shall not be unreasonably withheld; and provided further, that the appointment of any such successor Servicer will not result in a Rating Event, if determined without regard to the Policy. Pending appointment of a successor to the Servicer hereunder, unless the Indenture Trustee is prohibited by law from so acting, the Indenture Trustee itself shall act or appoint an affiliate to act in such capacity as provided above. In connection with

such appointment and assumption, the successor shall be entitled to receive compensation out of payments on Mortgage Loans in an amount equal to the compensation that the Servicer would otherwise have received pursuant to Section 3.09 (or such other compensation as the Indenture Trustee and such successor shall agree). The appointment of a successor Servicer shall not affect any liability of the predecessor Servicer that may have arisen under this Agreement prior to its termination as Servicer (including the obligation to purchase Mortgage Loans pursuant to Section 3.01, to pay any deductible under an insurance policy pursuant to Section 3.04 or to indemnify the Indenture Trustee pursuant to Section 6.06), nor shall any successor Servicer be liable for any acts or omissions of the predecessor Servicer or for any breach by such Servicer of any of its representations or warranties contained herein or in any related document or agreement. The Indenture Trustee and such successor shall take such action, consistent with this Agreement and the requirements (including any notice requirements) of applicable law, as shall be necessary to effectuate any such succession. Notwithstanding the foregoing, the Indenture Trustee, in its capacity as successor Servicer, shall not be responsible for the lack of information and/or documents that it cannot obtain through reasonable efforts or for failing to take any action that the Indenture Trustee is legally prohibited from taking by applicable law.

(b) Any successor, including the Indenture Trustee, to the Servicer as servicer shall during its term as Servicer (i) continue to service and administer the Mortgage Loans for the benefit of the Securityholders, (ii) maintain in force a policy or policies of insurance covering errors and omissions in the performance of its obligations as Servicer hereunder and a fidelity bond in respect of its officers, employees and agents to the same extent as the Servicer is so required pursuant to Section 3.13 and (iii) be bound by the provisions of the Insurance Agreement.

(c) Any successor Servicer, including the Indenture Trustee, shall not be deemed in default or to have breached its duties hereunder if the predecessor Servicer shall fail to deliver any required deposit to the Custodial Account or otherwise cooperate with any required servicing transfer or succession hereunder.

(d) In connection with the termination or resignation of the Servicer hereunder, either (i) the successor Servicer, including the Indenture Trustee if the Indenture Trustee is acting as successor Servicer, shall represent and warrant that it is a member of MERS in good standing and shall agree to comply in all material respects with the rules and procedures of MERS in connection with the servicing of the Mortgage Loans that are registered with MERS, in which case the predecessor Servicer shall cooperate with the successor Servicer in causing MERS to revise its records to reflect the transfer of servicing to the successor Servicer as necessary under MERS' rules and regulations, or (ii) the predecessor Servicer shall cooperate with the successor Servicer in causing MERS to execute and deliver an assignment of Mortgage in recordable form to transfer the Mortgage from MERS to the Indenture Trustee and to execute and deliver such other notices, documents and other instruments as may be necessary or desirable to effect a transfer of such Mortgage Loan or servicing of such Mortgage Loan on the MERS® System to the successor Servicer. The predecessor Servicer shall file or cause to be filed any such assignment in the appropriate recording office. The predecessor Servicer shall bear any and all fees of MERS, costs of preparing any assignments of Mortgage, and fees and costs of filing any assignments of Mortgage that may be required

under this subsection (d). The successor Servicer shall cause such assignment to be delivered to the Indenture Trustee or the Custodian promptly upon receipt of the original with evidence of recording thereon or a copy certified by the public recording office in which such assignment was recorded.

Section 7.03 Notification to Securityholders. Upon any termination of or appointment of a successor to the Servicer pursuant to this Article VII or Section 6.04, the Indenture Trustee shall give prompt written notice thereof to the Securityholders, the Issuer, the Enhancer and each Rating Agency.

ARTICLE VIII

Miscellaneous Provisions

Section 8.01 Amendment. This Agreement may be amended from time to time by the parties hereto; *provided*, that any such amendment shall be accompanied by a letter from each Rating Agency to the effect that such amendment will not result in a Rating Event and a tax opinion to the effect that neither such amendment nor any action permitted by such amendment and not otherwise permitted by this Agreement will cause any REMIC to fail to qualify as a REMIC or give rise to the imposition of a tax on “prohibited transactions” of a REMIC, or prohibited contributions to a REMIC, on any REMIC; and *provided, further*, that the Enhancer and the Indenture Trustee shall consent thereto.

Section 8.02 GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

Section 8.03 Notices. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by certified mail, return receipt requested, to (a) in the case of the Servicer, 100 Witmer Road, Horsham, Pennsylvania 19044, Attention: Anthony Renzi, (b) in the case of the Enhancer, Financial Guaranty Insurance Company, 125 Park Avenue, 6th Floor, New York, New York 10017, Attention: Research and Risk Management (GMACM Home Loan Trust 2005-HE2, (c) in the case of Moody’s, Home Mortgage Loan Monitoring Group, 4th Floor, 99 Church Street, New York, New York 10001, (d) in the case of Standard & Poor’s, 55 Water Street, New York, New York 10004, Attention: Residential Mortgage Surveillance Group, (e) in the case of the Owner Trustee, Wilmington Trust Company, Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890-0001, (f) in the case of the Issuer, GMACM Home Equity Loan Trust 2005-HE2, c/o the Owner Trustee at the address set forth in clause (e) above, and (g) in the case of the Indenture Trustee, at the Corporate Trust Office of the Indenture Trustee; or, with respect to each of the foregoing Persons, at such other address as shall be designated by such Person in a written notice to the other foregoing Persons. Any notice required or permitted to be mailed to a Securityholder shall be given by first class mail, postage prepaid, at the address of such Securityholder as shown in the Note Register or Certificate Register, as the case may be. Any notice so mailed within the time prescribed in this Agreement shall be conclusively presumed to have been duly given, whether or not the

related Securityholder receives such notice. Any notice or other document required to be delivered or mailed by the Indenture Trustee to any Rating Agency shall be given on a reasonable efforts basis and only as a matter of courtesy and accommodation, and the Indenture Trustee shall have no liability for failure to deliver any such notice or document to any Rating Agency.

Section 8.04 Severability of Provisions. If any one or more of the covenants, agreements, provisions or terms of this Agreement 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 Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement or the Securities or the rights of the Securityholders.

Section 8.05 Third-Party Beneficiaries. This Agreement shall inure to the benefit of and be binding upon the parties hereto, the Securityholders, the Enhancer, the Owner Trustee and their respective successors and permitted assigns. Except as otherwise provided in this Agreement, no other Person shall have any right or obligation hereunder.

Section 8.06 Counterparts. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 8.07 Effect of Headings and Table of Contents. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 8.08 Termination Upon Purchase by the Servicer or Liquidation of All Mortgage Loans; Partial Redemption.

(a) The respective obligations and responsibilities of the Servicer, the Issuer and the Indenture Trustee created hereby shall terminate upon the last action required to be taken by the Issuer pursuant to the Trust Agreement and by the Indenture Trustee pursuant to the Indenture following the earlier of:

- (i) the date on or before which the Indenture or the Trust Agreement is terminated, or
- (ii) the purchase by the Servicer from the Issuer of all Mortgage Loans and REO Property in accordance with Section 8.08(b).

(b) The Servicer shall have the right to purchase from the Issuer all of the Mortgage Loans and related REO Property if the aggregate Note Balance of the Notes as of any Payment Date is less than 10% of the aggregate Note Balance of the Notes as of the Closing Date (provided that a draw on the Policy would not occur as a result of such purchase and provided further that the purchase price will provide sufficient funds to pay the outstanding Note Balance and accrued and unpaid interest on the Notes to the Payment Date on which such amounts are to be distributed to the Securityholders), at a price equal to 100% of the aggregate unpaid Principal Balance of all such remaining Mortgage Loans, plus accrued and unpaid

interest thereon at the weighted average of the Loan Rates thereon up to the date preceding the Payment Date on which such amounts are to be distributed to the Securityholders (and in the case of REO Property, the fair market value of the REO Property), plus any amounts due and owing to the Enhancer under the Insurance Agreement related to the Mortgage Loans or the Notes (and any unpaid Servicing Fee relating to the Mortgage Loans shall be deemed to have been paid at such time).

The Servicer shall send written notice to the Enhancer of its intent to exercise its right to purchase any of the Mortgage Loans pursuant to this Section 8.08(b).

If such right is exercised by the Servicer, the Servicer shall deposit the amount calculated pursuant to this Section 8.08(b) with the Indenture Trustee pursuant to Section 4.10 of the Indenture and, upon the receipt of such deposit, the Indenture Trustee or Custodian shall release to the Servicer, the files pertaining to the Mortgage Loans being purchased. The Servicer, at its expense, shall prepare and deliver to the Indenture Trustee for execution, at the time the related Mortgage Loans are to be released to the Servicer, appropriate documents assigning each such Mortgage Loans from the Indenture Trustee or the Issuer to the Servicer or the appropriate party.

Section 8.09 Certain Matters Affecting the Indenture Trustee. For all purposes of this Agreement, in the performance of any of its duties or in the exercise of any of its powers hereunder, the Indenture Trustee shall be subject to and entitled to the benefits of Article VI of the Indenture.

Section 8.10 Owner Trustee Not Liable for Related Documents. The recitals contained herein shall be taken as the statements of the Servicer, and the Owner Trustee and the Indenture Trustee assume no responsibility for the correctness thereof. The Owner Trustee and the Indenture Trustee make no representations as to the validity or sufficiency of this Agreement, of any Basic Document or Related Document, or of the Certificates (other than the signatures of the Owner Trustee and the Indenture Trustee on the Certificates) or the Notes. The Owner Trustee and the Indenture Trustee shall at no time have any responsibility or liability with respect to the sufficiency of the Trust Estate or its ability to generate the payments to be distributed to Certificateholders under the Trust Agreement or the Noteholders under the Indenture, including the compliance by the Depositor, the Sellers or the Servicer with any warranty or representation made under any Basic Document or the accuracy of any such warranty or representation, or any action of any person taken in the name of the Owner Trustee or the Indenture Trustee.

[Signature Page Follows]

IN WITNESS WHEREOF, the Servicer, the Issuer and the Indenture Trustee have caused this Agreement to be duly executed by their respective officers or representatives all as of the day and year first above written.

GMAC MORTGAGE CORPORATION,
as Servicer

By: _____
Name:
Title:

GMACM HOME EQUITY LOAN TRUST
2005-HE2, as Issuer

By: Wilmington Trust Company, not in its
individual capacity but solely as
Owner Trustee

By: _____
Name:
Title:

WELLS FARGO BANK, N.A.
as Indenture Trustee

By: _____
Name:
Title:

EXHIBIT A
MORTGAGE LOAN SCHEDULE

[TO BE PROVIDED UPON REQUEST]

EXHIBIT B

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PREMISES:

That Wells Fargo Bank, N.A., as indenture trustee (the "Indenture Trustee"), under the indenture dated as of June 29, 2005 (the "Indenture"), between GMACM Home Equity Loan Trust 2005-HE2, as issuer and the Indenture Trustee, a national banking association organized and existing under the laws of the United States of America, and having its principal office located at [], hath made, constituted and appointed, and does by these presents make, constitute and appoint GMAC Mortgage Corporation, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, its true and lawful Attorney-in-Fact, with full power and authority to sign, execute, acknowledge, deliver, file for record, and record any instrument on its behalf and to perform such other act or acts as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the Mortgages securing a Mortgage Loan and the related Mortgage Notes for which the undersigned is acting as Indenture Trustee for various Securityholders (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of such Mortgage Note secured by any such Mortgage) and for which GMAC Mortgage Corporation is acting as Servicer pursuant to a Servicing Agreement dated as of June 29, 2005 (the "Servicing Agreement").

This appointment shall apply to the following enumerated transactions only:

1. The modification or re-recording of a Mortgage, where said modification or re-recording is for the purpose of correcting the Mortgage to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the Lien of the Mortgage as insured.
2. The subordination of the Lien of a Mortgage to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain; this Section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution of requests to trustees to accomplish same.
3. With respect to a Mortgage, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
 - a. The substitution of trustee(s) serving under a Mortgage, in accordance with state law and the Mortgage;
 - b. Statements of breach or non-performance;
 - c. Notices of default;

- d. Cancellations/rescissions of notices of default and/or notices of sale;
 - e. The taking of a deed in lieu of foreclosure; and
 - f. Such other documents and actions as may be necessary under the terms of the Mortgage or state law to expeditiously complete said transactions.
- 4. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
 - 5. The completion of loan assumption agreements.
 - 6. The full satisfaction/release of a Mortgage or full reconveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
 - 7. The assignment of any Mortgage and the related Mortgage Note, in connection with the repurchase of the Mortgage Loan secured and evidenced thereby.
 - 8. The full assignment of a Mortgage upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the endorsement of the related Mortgage Note.
 - 9. The modification or re-recording of a Mortgage, where said modification or re-recording is for the purpose of any modification pursuant to Section 3.01 of the Servicing Agreement.
 - 10. The subordination of the Lien of a Mortgage, where said subordination is in connection with any modification pursuant to Section 3.01 of the Servicing Agreement, and the execution of partial satisfactions/releases in connection with such same Section 3.01.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof.

Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in Appendix A to the Indenture.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

WELLS FARGO BANK, N.A.,
not in its individual capacity
but solely as Indenture Trustee

By: _____
Name:
Title:

STATE OF)
SS.
COUNTY OF)

On this ____ day of _____, 2005, before me the undersigned, Notary Public of said State, personally appeared _____, personally known to me to be duly authorized officers Wells Fargo Bank, N.A. that executed the within instrument and personally known to me to be the persons who executed the within instrument on behalf of Wells Fargo Bank, N.A. therein named, and acknowledged to me such Wells Fargo Bank, N.A. executed the within instrument pursuant to its by-laws.

WITNESS my hand and official seal.

Notary Public in and for the
State of _____

After recording, please mail to:

Attn: _____

EXHIBIT C
FORM OF REQUEST FOR RELEASE

DATE:

TO:

RE: REQUEST FOR RELEASE OF DOCUMENTS

In connection with your administration of the Mortgage Loans, we request the release of the Mortgage File described below.

Servicing Agreement Dated:

Series #:

Account #:

Pool #:

Loan #:

Borrower Name(s):

Reason for Document Request: (circle one)

Mortgage Loan

Prepaid in Full

Mortgage Loan Repurchased

“We hereby certify that all amounts received or to be received in connection with such payments which are required to be deposited have been or will be so deposited as provided in the Servicing Agreement.”

GMAC Mortgage Corporation
Authorized Signature

TO CUSTODIAN: Please acknowledge this request, and check off documents being enclosed with a copy of this form. You should retain this form for your files in accordance with the terms of the Servicing Agreement.

Enclosed Documents: [] Mortgage Note
 [] Mortgage or Deed of Trust
 [] Assignment(s) of Mortgage or Deed of Trust
 [] Title Insurance Policy
 [] Other: _____

Name_____

Title_____

Date_____

EXHIBIT D-1

FORM OF FORM 10-K CERTIFICATION

I, [identify the certifying individual], certify that:

1. I have reviewed the annual report on Form 10-K for the fiscal year [____], and all reports on Form 8-K containing distribution or servicing reports filed in respect of periods included in the year covered by that annual report, of GMACM Home Equity Loan Trust 2005-HE2 (the "Trust"), the assets of which are serviced pursuant to the Servicing Agreement dated June 29, 2005 (the "Servicing Agreement") among the Trust, GMAC Mortgage Corporation (the "Servicer") and Wells Fargo Bank, N.A. (the "Indenture Trustee");

2. Based on my knowledge, the information in these reports, taken as a whole, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading as of the last day of the period covered by that annual report;

3. Based on my knowledge, the servicing information required to be provided to the Indenture Trustee by the Servicer under the Servicing Agreement is included in these reports;

4. I am responsible for reviewing the activities performed by the Servicer under the Servicing Agreement and based upon my knowledge and the review required under the Servicing Agreement, and, except as disclosed in the report, the Servicer has fulfilled its obligations under the Servicing Agreement; and

5. The reports disclose all significant deficiencies relating to the Servicer's compliance with the minimum servicing standards based upon the report provided by an independent public accountant, after conducting a review in compliance with the Uniform Single Attestation Program for Mortgage Bankers, or similar procedure, as set forth in the Servicing Agreement, that is included in these reports.

[In giving the certifications above, I have reasonably relied on information provided to me by the following unaffiliated parties: [Wells Fargo Bank, N.A.], [____].

IN WITNESS WHEREOF, I have duly executed this certificate as of _____, 20__.

_____*

Name:

Title:

* to be signed by the senior officer in charge of the servicing functions of the Servicer

EXHIBIT D-2

FORM OF BACK-UP CERTIFICATION TO FORM 10-K CERTIFICATE

The undersigned, a Responsible Officer of Wells Fargo Bank, N.A. (the “Indenture Trustee”) certifies that:

(a) The Indenture Trustee has performed all of the duties specifically required to be performed by it pursuant to the provisions of the Servicing Agreement dated as of June 29, 2005 (the “Agreement”) by and among GMACM Home Equity Loan Trust 2005-HE2, as depositor, GMAC Mortgage Corporation, as Servicer, and the Indenture Trustee in accordance with the standards set forth therein.

(b) Based on my knowledge, the information that is provided by the Indenture Trustee pursuant to Section 4.02 of the Agreement is accurate as of the last day of the 20[] calendar year.

Capitalized terms used and not defined herein shall have the meanings given such terms in the Agreement.

IN WITNESS WHEREOF, I have duly executed this certificate as of _____, 20__.

_____*
Name:
Title:

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EXHIBIT 7

POOLING AND SERVICING AGREEMENT

Relating to

EQUIVANTAGE HOME EQUITY LOAN TRUST

1996-1

Among

EQUIVANTAGE ACCEPTANCE CORP.,
as Sponsor,

EQUIVANTAGE INC.,
as Servicer,

and

NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION,
as Trustee

Dated as of February 1, 1996

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EXHIBIT I	--	Form of Servicer's Trust Receipt
EXHIBIT J	--	Liquidation Report

POOLING AND SERVICING AGREEMENT, relating to EQUIVANTAGE HOME EQUITY LOAN TRUST 1996-1, dated as of February 1, 1996, by and among EQUIVANTAGE ACCEPTANCE CORP., a Delaware corporation, in its capacity as Sponsor of the Trust (the "Sponsor"), EquiVantage Inc., a Delaware corporation, in its capacity as servicer (the "Servicer"), and Norwest Bank Minnesota, National Association, in its capacity as trustee (the "Trustee").

WHEREAS, the Sponsor wishes to establish a trust which provides for the allocation and sale of the beneficial interests therein and the maintenance and distribution of the trust estate;

WHEREAS, the Servicer has agreed to service the Mortgage Loans, which constitute the principal assets of the trust estate;

WHEREAS, all things necessary to make the Certificates, when executed and authenticated by the Trustee valid instruments, and to make this Agreement a valid agreement, in accordance with their and its terms, have been done;

WHEREAS, Norwest Bank Minnesota, National Association is willing to serve in the capacity of Trustee hereunder; and

WHEREAS, Financial Guaranty Insurance Company (the "Certificate Insurer") is intended to be a third party beneficiary of this Agreement and is hereby recognized by the parties hereto to be a third-party beneficiary of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the Sponsor, the Servicer and the Trustee hereby agree as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

Section 1.1. Definitions. For all purposes of this Agreement, the following terms shall have the meanings set forth below, unless the context clearly indicates otherwise:

"Account": Any account established in accordance with Section 7.2 or 8.8 hereof.

"Aggregate Certificate Principal Balance": As of the Startup Date, \$75,005,000 and as of any date thereafter, the Class A Certificate Principal Balance as of such date.

"Aggregate Loan Balance": As of any date, the aggregate Loan Balance of all Mortgage Loans as of such date.

"Agreement": This Pooling and Servicing Agreement, as it may be amended from time to time, and including the Exhibits hereto.

"Appraised Value": The appraised value of any Property based upon the appraisal or other valuation made at the time of the origination of the related Mortgage Loan, or, in the case of a Mortgage Loan which is a purchase money mortgage, the sales price of the Property at such time of origination, if such sales price is less than such appraised value or, in the case of an appraised value or purchase price determined by the related Originator to be excessive, such appraised value adjusted downward.

"Assignment Opinion": As defined in Section 3.5(b)(ii) hereof.

"Authorized Officer": With respect to any Person, any individual who is authorized to act for such Person in matters relating to this Agreement, and whose action is binding upon such Person and, with respect to the Trustee, the Sponsor and the Servicer, initially including those individuals whose names appear on the lists of Authorized Officers delivered on the Startup Day.

"Available Funds": As defined in Section 7.3(a) hereof. The term "Available Funds" does not include Insured Payments and does not include any amounts that cannot be distributed to the Owners of the Certificates by the Trustee as a result of proceedings under the United States Bankruptcy Code.

"Available Funds Shortfall": As defined in Section 7.3(b) hereof.

"Balloon Loan": Any Mortgage Loan which has an amortization schedule which extends beyond its maturity date, resulting in a relatively large unamortized principal balance due in a single payment at maturity.

"Business Day": Any day that is not a Saturday, Sunday or other day on which commercial banking institutions in the State of New York, the State of Texas or in the city in which the Corporate Trust Office of the Trustee is located, which initially is Minneapolis, Minnesota, are authorized or obligated by law or executive order to be closed.

"Certificate": Any one of the Class A Certificates or the Class R Certificates, each representing the interests and the rights described in this Agreement.

"Certificate Account": The Certificate Account established in accordance with Section 7.2 hereof and maintained by the Trustee.

"Certificate Insurance Policy": The certificate guaranty surety bond number 96010119, issued by the Certificate Insurer to the Trustee for the benefit of the Owners of the Class A Certificates.

"Certificate Insurer": Financial Guaranty Insurance Company, a New York stock insurance company, and any successor thereto.

"Certificate Insurer Default": The failure by the Certificate Insurer to make a payment required under the Certificate Insurance Policy in accordance with its terms.

"Certificate Principal Balance": As to the Class A Certificates, the Class A Certificate Principal Balance. As to any particular Class A Certificate, the product of the Percentage Interest evidenced thereby and the Certificate Principal Balance of all Class A Certificates of the same Class. The Class R Certificates do not have a "Certificate Principal Balance".

"Class": All of the Class A Certificates or all of the Class R Certificates, as the case may be.

"Class A Certificate": Any Certificate designated as a "Class A Certificate" on the face thereof, in the form of Exhibit A hereto. The Class A Certificates shall be issued with an initial aggregate Certificate Principal Balance equal to the Original Certificate Principal Balance therefor.

"Class A Certificate Principal Balance": As of any time of determination, the Original Certificate Principal Balance of the Class A Certificates less any amounts actually distributed as part of the Class A Distribution Amount pursuant to Section 7.5(b)(iv) hereof with respect to principal thereon on all prior Payment Dates.

"Class A Certificate Termination Date": The Payment Date on which the Class A Certificate Principal Balance is reduced to zero.

"Class A Distribution Amount": With respect to the Class A Certificates for any Payment Date, the amount actually distributed to the Owners of the Class A Certificates on such Payment Date, applied first to interest and then to principal, which amount shall be the lesser of (x) the Class A Formula Distribution Amount for such Payment Date and (y) the amount (including any applicable portion of any Insured Payment) available for distribution on account of the Class A Certificates for such Payment Date.

"Class A Formula Distribution Amount": With respect to the Class A Certificates for any Payment Date, the sum of the Class A Interest Distribution Amount and the Class A Principal Distribution Amount.

"Class A Interest Carry-Forward Amount": With respect to any Payment Date, the sum of (i) the amount, if any, by which (x) the Class A Interest Distribution Amount as of the immediately preceding Payment Date exceeded (y) the amount of the actual distribution, exclusive of any Insured Payment, made to the Owners of the Class A Certificates on such immediately preceding Payment Date on account of the Class A Interest Distribution Amount pursuant to Section 7.5(b)(iv) and (ii) 30 days' interest on such excess at the Class A Pass-Through Rate.

"Class A Interest Distribution Amount": With respect to the Class A Certificates for any Payment Date the sum of:

(i) the aggregate amount of interest accrued on the Class A Certificate Principal Balance immediately prior to such Payment Date during the related Interest Accrual Period at the Class A Pass-Through Rate (based on a 360-day year of 12 30-day months); and

(ii) the Class A Interest Carry-Forward Amount.

"Class A Pass-Through Rate": As to any Payment Date which occurs (x) prior to the Step-Up Payment Date, 6.550% or (y) on or after the Step-Up Payment Date, 7.300% per annum.

"Class A Principal Distribution Amount": With respect to the Class A Certificates for any Payment Date, the lesser of (x) the Principal Distribution Amount for such Payment Date, and (y) the Class A Certificate Principal Balance as of such Payment Date.

On the Class A Certificate Termination Date any remaining portion of the Principal Distribution Amount shall be distributed with respect to the Class R Certificates.

"Class R Certificate": Any of those Certificates representing residual rights to distributions from the REMIC and designated as a "Class R Certificate" on the face thereof, in the form of Exhibit B hereto.

"Clean-Up Call Date": The first Remittance Date following the date on which the aggregate Loan Balances of all Mortgage Loans has declined to 10% or less of the aggregate principal balance of the Mortgage Loans as of the Closing Date.

"Code": The Internal Revenue Code of 1986, as amended and any successor statute.

"Combined Loan-to-Value Ratio": With respect to any First Mortgage Loan, the percentage equal to the Original Principal Amount of the related Note divided by the Appraised Value of the related Property and with respect to any Second Mortgage Loan, the percentage equal to (a) the sum of (i) the remaining principal balance, as of origination of the Second Mortgage Loan of the Senior Lien note(s) relating to such Second Mortgage Loan and (ii) the Original Principal Amount of the Note relating to such Second Mortgage Loan divided by (b) the Appraised Value.

"Compensating Interest": As defined in Section 8.9(b) hereof.

"Corporate Trust Office" means the principal corporate trust office of the Trustee at which, at any particular time, its corporate trust business shall be administered, which office at the date hereof is located at Sixth Street and Marquette Avenue, Minneapolis, Minnesota 55479-0069, Attention: Corporate Trust Department. The telecopy number for the Corporate Trust Office on the Closing Date is (612) 667-9825.

"Coupon Rate": The rate of interest borne by each Note.

"Cumulative Loss Amount": With respect to any Payment Date, an amount equal to the aggregate of all Realized Losses incurred in all prior Remittance Periods.

"Cut-Off Date": The close of business on February 1, 1996.

"Delinquency Advance": With respect to any Delinquent Mortgage Loan and Remittance Period, the interest (calculated at the Mortgage Loan Coupon Rate net of the Servicing Fee Rate) due, but not collected, with respect to such Mortgage Loan during such Remittance Period.

"Delinquency Ratio": With respect to any Payment Date, a fraction expressed as a percentage (a) the numerator of which equals the aggregate Loan Balance of all Mortgage Loans that are 90 or more days Delinquent, in foreclosure or converted to REO Properties, as the case may be, as of the last day of the immediately preceding calendar month and (b) the denominator of which is the aggregate Loan Balance of all

of the Mortgage Loans as of the last day of such immediately preceding calendar month.

"Delinquent": A Mortgage Loan is "delinquent" if any payment due thereon is not made by the close of business on the day such payment is scheduled to be due. A Mortgage Loan is "30 days delinquent" if such payment has not been received by the close of business on the corresponding day of the month immediately succeeding the month in which such payment was due, or, if there is no such corresponding day (e.g., as when a 30-day month follows a 31-day month in which a payment was due on the 31st day of such month) then on the last day of such immediately succeeding month. Similarly for "60 days delinquent," "90 days delinquent" and so on.

"Delivery Order": The delivery order in the form set forth as Exhibit F hereto and delivered by the Sponsor to the Trustee on the Startup Day pursuant to Section 4.1 hereof.

"Depository": The Depository Trust Company, 7 Hanover Square, New York, New York 10004 and any successor Depository hereafter named.

"Designated Depository Institution": With respect to each Account, an institution whose deposits are insured by the Bank Insurance Fund or the Savings Association Insurance Fund of the FDIC, the long-term deposits of which shall be rated (x) A or better by S&P and (y) A2 or better by Moody's and in one of the two highest short-term ratings of each of S&P and Moody's, unless otherwise approved in writing by the Certificate Insurer and each of Moody's and S&P, and which is any of the following: (i) a federal savings and loan association duly organized, validly existing and in good standing under the federal banking laws, (ii) an institution duly organized, validly existing and in good standing under the applicable banking laws of any state, (iii) a national banking association duly organized, validly existing and in good standing under the federal banking laws, (iv) a principal subsidiary of a bank holding company, or (v) approved in writing by the Certificate Insurer, Moody's and S&P, and, in each case acting or designated by the Servicer as the depository institution for such Account; provided, however, that any such institution or association shall have combined capital, surplus and undivided profits of at least \$100,000,000. Notwithstanding the foregoing, an Account may be held by an institution otherwise meeting the preceding requirements except that the only applicable rating requirement shall be that the unsecured and uncollateralized debt obligations thereof shall be rated Baa3 or better by Moody's if such institution has trust powers and the Account is held by such institution in its trust capacity and not in its commercial capacity.

"Determination Date": As to each Payment Date, the third Business Day next preceding such Payment Date or such earlier day as shall be agreed by the Certificate Insurer and Trustee.

"Direct Participant" or "DTC Participant": Any broker-dealer, bank or other financial institution for which the Depository holds Class A Certificates from time to time as a securities depository.

"Disqualified Organization": "Disqualified Organization" shall have the meaning set forth from time to time in the definition thereof at Section 860E(e)(5) of the Code (or any successor statute thereto) and applicable to the Trust.

"Document Delivery Requirements": The Sponsor's obligations to deliver certain legal documents, to prepare and record certain Mortgage assignments or to deliver certain opinions relating to Mortgage assignments, in each case with respect to the Mortgage Loans and as set forth in Section 3.5 hereof.

"Eligible Investments": Those investments so designated pursuant to Section 7.7 hereof.

"ERISA": The Employee Retirement Income Security Act of 1974, as amended.

"Escrow Loans": Any Mortgage Loan all or a portion of the proceeds of which were originally paid into an escrow account pending completion of improvements to be made to the related Property, but excluding any Mortgage Loan for which \$5,000 or less was paid into an escrow account for a period not exceeding 90 days after the date of origination of the Mortgage Loan to cover the cost of specified deferred maintenance on the related Property. The Escrow Loans will be identified in a schedule to be prepared by the Originator and delivered to the Sponsor, the Certificate Insurer and the Trustee pursuant to Section 3.5(j) hereof.

"Event of Default": Any event described in clause (a) of Section 8.20 hereof.

"Excess Subordinated Amount": With respect to any Payment Date, the amount, if any, by which (x) the Subordinated Amount on such Payment Date after taking into account the payment of principal made pursuant to clause (a) through clause (e) of the Principal Distribution Amount on such Payment Date to the Owners of the Class A Certificates exceeds (y) the Specified Subordinated Amount for such Payment Date.

"FDIC": The Federal Deposit Insurance Corporation, or any successor thereto.

"FHLMC": The Federal Home Loan Mortgage Corporation, a corporate instrumentality of the United States created pursuant to the Emergency Home Finance Act of 1970, as amended, or any successor thereof.

"File": The documents delivered to the Trustee pursuant to Section 3.5 hereof pertaining to a particular Mortgage Loan and any additional documents required to be added to the Mortgage File pursuant to this Agreement.

"Final Certification": As defined in Section 3.6(b) hereof.

"Final Determination": As defined in Section 9.3(a) hereof.

"Financing Statements": UCC-1 Financing Statements naming the Originator and the Sponsor as debtor and the Trustee as secured party, filed with the Secretary of State of each of Texas and Minnesota.

"First Mortgage Loan": A Mortgage Loan secured by a first priority mortgage lien with respect to any Property.

"FNMA": The Federal National Mortgage Association, a federally-chartered and privately-owned corporation existing under the Federal National Mortgage Association Charter Act, as amended, or any successor thereof.

"Highest Lawful Rate": As defined in Section 11.13.

"Indemnification Agreement": The Indemnification Agreement dated as of February 1, 1996 among the Sponsor, the Underwriter and the Certificate Insurer.

"Indirect Participant": shall mean any financial institution for whom any Direct Participant holds an interest in a Class A Certificate.

"Initial Premium": The initial premium payable by the Sponsor on behalf of the Trust to the Certificate Insurer in consideration of the delivery to the Trustee of the Certificate Insurance Policy.

"Insurance Agreement": The Insurance and Indemnity Agreement dated as of February 1, 1996 among the Sponsor, the Servicer and the Certificate Insurer, as it may be amended from time to time.

"Insurance Policy": Any hazard, title or primary mortgage insurance policy relating to a Mortgage Loan.

"Insurance Proceeds": The proceeds of any Insurance Policy relating to a Mortgage Loan, a Property or a REO Property, net of proceeds to be applied to the repair of the Property or released to the Mortgagor and net of expenses reimbursable therefrom, but excluding any Insured Payment.

"Insured Distribution Amount": As to any Payment Date, the sum of (x) the Class A Interest Distribution Amount, (y) the Subordination Deficit, if any, for

such Payment Date and (z) any Preference Amounts with respect to which affected Owners have complied with the provisions of Section 7.3(e) hereof

"Insured Payment": As of each Payment Date, an amount equal to the Available Funds Shortfall as of such Payment Date.

"Interest Accrual Period": With respect to the Class A Certificates and any Payment Date, the calendar month immediately preceding such Payment Date.

"Liquidated Loan": As defined in Section 8.13(b) hereof. A Mortgage Loan which is purchased from the Trust pursuant to Section 3.3, 3.4, 3.6(b) or 8.10 hereof is not a "Liquidated Loan".

"Liquidation Expenses": Expenses which are incurred by the Servicer or any Sub-Servicer in connection with the liquidation of any defaulted Mortgage Loan, such expenses, including, without limitation, reasonable legal fees and expenses, and any unreimbursed Servicing Advances expended by the Servicer or any Sub-Servicer pursuant to Section 8.9(c) with respect to the related Mortgage Loan.

"Liquidation Proceeds": With respect to any Liquidated Loan, any amounts (including the proceeds of any Insurance Policy) recovered by the Servicer in connection with such Liquidated Loan, whether through trustee's sale, foreclosure sale or otherwise.

"Loan Balance": With respect to each Mortgage Loan, the outstanding principal balance thereof on the Cut-Off Date, less any related principal collections or recoveries relating to such Mortgage Loan included in previous related Monthly Remittance Amounts that were transferred by the Servicer or any Sub-Servicer to the Trustee for deposit in the Certificate Account; provided, however, that the Loan Balance for any Mortgage Loan which has become a Liquidated Loan shall be zero following the date on which such Mortgage Loan becomes a Liquidated Loan, and at all times thereafter. The Loan Balance of any Mortgage Loan as of the Cut-Off Date shall be the balance of such Mortgage Loan as of the Cut-Off Date prior to application of any Prepaid Installments.

"Loan Purchase Price": With respect to any Mortgage Loan purchased from the Trust on a Remittance Date pursuant to Section 3.3, 3.4, 3.6(b) or 8.10 hereof, an amount equal to the Loan Balance of such Mortgage Loan as of the date of purchase, plus one month's interest on the outstanding Loan Balance thereof as of the beginning of the preceding Remittance Period computed at the related Coupon Rate less, if the Servicer is the purchasing party, the Servicing Fee Rate, together with, without duplication, the aggregate amount of (i) all delinquent interest and all unreimbursed Reimbursable Advances, (ii) all Delinquency Advances which the Servicer or any Sub-Servicer has theretofore failed to remit with respect to such Mortgage Loan and (iii) any Reimbursement Amount relating to such Mortgage Loan.

"Majority Owners": The Owner or Owners of Class A Certificates evidencing Percentage Interests in excess of 51% in the aggregate.

"Master Transfer Agreement": The Master Loan Transfer Agreement between the Sponsor and the Transferor dated as of February 1, 1996.

"Monthly Remittance Amount": As defined in Section 8.8(d)(iii) hereof.

"Monthly Trustee Fee Amount": As of any Payment Date the sum of (A) the product of (x) one-twelfth of the Trustee Fee Rate and (y) the Aggregate Certificate Principal Balance as of the day preceding such Payment Date and (B) one twelfth of \$2,500.

"Moody's": Moody's Investors Service, Inc.

"Mortgage": The mortgage, deed of trust or other instrument creating a first or second lien on an estate in fee simple interest in real property securing a Note.

"Mortgage Loans": Such of the mortgage loans transferred and assigned to the Trust pursuant to Section 3.5(a) hereof, together with any Qualified Replacement Mortgages substituted therefor in accordance with this Agreement, as from time to time are held as a part of the Trust Estate, the Mortgage Loans originally so held being identified in the Schedule of Mortgage Loans. The term "Mortgage Loan" includes the terms "First Mortgage Loan", and "Second Mortgage Loan". The term "Mortgage Loan" includes any Mortgage Loan which is Delinquent, which relates to a foreclosure or which relates to a Property which is a REO Property prior to such Property's disposition by the Trust. Any mortgage loan which, although intended by the parties hereto to have been, and which purportedly was, transferred and assigned to the Trust by the Sponsor, in fact was not transferred and assigned to the Trust for any reason whatsoever shall nevertheless be considered a "Mortgage Loan" for all purposes of this Agreement.

"Mortgagor": The obligor on a Note.

"Net Coupon Rate": With respect to any Mortgage Loan and any Remittance Period, such Mortgage Loan's Coupon Rate applicable to its due date occurring during such Remittance Period less the sum of (i) the applicable Servicing Fee Rate, (ii) the Premium Percentage and (iii) the Trustee Fee Rate.

"Net Liquidation Proceeds": As to any Liquidated Loan, Liquidation Proceeds net of, without duplication, Liquidation Expenses and unreimbursed Servicing Advances, unreimbursed Delinquency Advances and accrued and unpaid Servicing Fees through the date of liquidation relating to such Liquidated Loan. In no event shall Net Liquidation Proceeds with respect to any Liquidated Loan be less than zero.

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

"Officer's Certificate": A certificate signed by any Authorized Officer of any Person delivering such certificate and delivered to the Trustee.

"Operative Documents": Collectively, this Agreement, the Master Loan Transfer Agreement, the Certificate Insurance Policy, the Certificates, the Indemnification Agreement, the Insurance Agreement and the Sub-Servicing Agreement.

"Original Aggregate Loan Balance": The aggregate Loan Balances of all Mortgage Loans as of the Cut-Off Date, i.e., \$75,009,579.76.

"Original Certificate Principal Balance": As of the Startup Day and as to the Class A Certificates, \$75,005,000.

The Class R Certificates do not have an Original Certificate Principal Balance.

"Original Principal Amount": With respect to each Note, the principal amount of such Note or the mortgage note relating to a Senior Lien, as the case may be, on the date of origination thereof.

"Originator": EquiVantage Inc., a Delaware corporation, and its permitted Successors and assigns.

"Outstanding": With respect to all Certificates of a Class, as of any date of determination, all such Certificates theretofore executed and delivered hereunder except:

(i) Certificates theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(ii) Certificates or portions thereof for which full and final payment money in the necessary amount has been theretofore deposited with the Trustee in trust for the Owners of such Certificates;

(iii) Certificates in exchange for or in lieu of which other Certificates have been executed and delivered pursuant to this Agreement, unless proof satisfactory to the Trustee is presented that any such Certificates are held by a bona fide purchaser; and

(iv) Certificates alleged to have been destroyed, lost or stolen for which replacement Certificates have been issued as provided for in Section 5.5 hereof.

Any Certificates in which the Certificate Insurer has an interest pursuant to its right of subrogation shall be "Outstanding Certificates."

"Owner": The Person in whose name a Certificate is registered in the Register, to the extent described in Section 5.4.

"Payment Date": Any date on which the Trustee is required to make distributions to the Owners, which shall be the 25th day of each month (or, if such 25th day is not a Business Day, the next succeeding Business Day), commencing in the month immediately following the month in which the Startup Day occurs.

"Percentage Interest": As to any Class A Certificate, that percentage, expressed as a fraction, the numerator of which is the Certificate Principal Balance of such Certificate as of the Cut-Off Date and the denominator of which is the Original Certificate Principal Balance of all Class A Certificates; and as to any Class R Certificate, that Percentage Interest set forth on such Class R Certificate.

"Person": Any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Preference Amount": As to any Payment Date with respect to the Class A Certificates, any amounts included in previous distributions to Class A-1 Certificate Owners of Class A Distribution Amounts (exclusive of Insured Payments) which are recovered from such Class A Certificate Owners as a voidable preference by a trustee in bankruptcy pursuant to the United States Bankruptcy Code in accordance with a final, nonappealable order of a court having competent jurisdiction and which have not theretofore been repaid to such Class A Certificate Owners provided such Class A Certificate Owners have complied with the provisions of Section 7.3(e).

"Premium Amount": As to any Payment Date, the product of (x) one-twelfth of the Premium Percentage and (y) the Certificate Principal Balance on such Payment Date (after taking into account any distributions of principal to the Owners of the Class A Certificates to be made on such Payment Date).

"Premium Percentage": As to any Payment Date which occurs (x) prior to the Step-Up Payment Date, 0.16% per annum or (y) on or after the Step-Up Payment Date, 0.20% per annum.

"Prepaid Installment": With respect to any Mortgage Loan, any installment of principal thereof and interest thereon received prior to the scheduled due date for such installment, intended by the Mortgagor as an early payment thereof and not as a Prepayment with respect to such Mortgage Loan.

"Prepayment": Any payment of principal of a Mortgage Loan which is received by the Servicer in advance of the scheduled due date for the payment of such principal (other than the principal portion of any Prepaid Installment), and the proceeds of any Insurance Policy which are to be applied as a payment of principal on the related Mortgage Loan shall be deemed to be Prepayments for all purposes of this Agreement.

"Preservation Expenses": Expenditures made by the Servicer or any Sub-Servicer in connection with a foreclosed Mortgage Loan prior to the liquidation thereof, including, without limitation, expenditures for real estate property taxes, hazard insurance premiums, property restoration or preservation.

"Primary Parcel": With respect to any Property with multiple parcels, the parcel having the greatest Appraised Value.

"Principal Carry-Forward Amount": With respect to any Payment Date, the amount, if any, by which (x) the amount, if any, described in clause (f) of the definition of "Principal Distribution Amount," as of the immediately preceding Payment Date exceeded (y) the amount of the actual distribution made to the Owners of the Class A Certificates on such immediately preceding Payment Date on account of the Principal Distribution Amount.

"Principal Distribution Amount": With respect to any Payment Date, the sum of:

- (a) the Principal Carry-Forward Amount, if any,
- (b) the scheduled or unscheduled principal (other than the principal portion of Prepaid Installments) due and received with respect to the Mortgage Loans during the related Remittance Period and actually collected by the Servicer during the related Remittance Period, in each case to the extent actually received by the Trustee on the related Remittance Date,
- (c) the Loan Balance of each Mortgage Loan that either was repurchased by the Originator or by the Sponsor or purchased by the Servicer on the related Remittance Date, to the extent such Loan Balance is actually received by the Trustee on the related Remittance Date,
- (d) any Substitution Amounts delivered by the Sponsor on the related Remittance Date in connection with a substitution of a Mortgage Loan, to the extent such Substitution Amounts are actually received by the Trustee on the related Remittance Date,
- (e) all Net Liquidation Proceeds and net insurance proceeds actually collected by the Servicer with respect to the Mortgage Loans during the related Remittance Period (to the extent such Net Liquidation Proceeds and net insurance

proceeds relate to principal and are actually received by the Trustee on the related Remittance Date),

(f) any Subordination Deficit for such Payment Date,

(g) the proceeds of any termination of the Trust received by the Trustee on the related Remittance Date (to the extent such proceeds related to principal of the Mortgage Loans),

(h) any Subordination Increase Amount for such Payment Date,

minus

(i) any Subordination Reduction Amount for such Payment Date.

"Principal and Interest Account": Collectively, each principal and interest account created by the Servicer or any Sub-Servicer pursuant to Section 8.8(a) hereof, or pursuant to any Sub-Servicing Agreement.

"Principal Remittance Amount": With respect to any Remittance Period, the amount remitted to the Trustee by the Servicer on the related Remittance Date with respect to principal collections on the Mortgage Loans for such Remittance Period.

"Prohibited Transaction": "Prohibited transaction" shall have the meaning set forth from time to time in the definition thereof at Section 860F(a)(2) of the Code (or any successor statute thereto) and applicable to the Trust.

"Property": The underlying property on which a lien is granted securing a Mortgage Loan.

"Prospectus": Any prospectus (including any prospectus supplement) relating to the Registration Statement pursuant to which the Class A Certificates are offered.

"Purchase Option Period": As defined in Section 9.3(b) hereof.

"Qualified Liquidation": "Qualified liquidation" shall have the meaning set forth from time to time in the definition thereof at Section 860F(a)(4) of the Code (or any successor statute thereto) and applicable to the Trust.

"Qualified Mortgage": "Qualified mortgage" shall have the meaning set forth from time to time in the definition thereof at Section 860G(a)(3) of the Code (or any successor statute thereto) and applicable to the Trust.

"Qualified Replacement Mortgage": A Mortgage Loan substituted for another pursuant to Section 3.3, 3.4 or 3.6(b) hereof, which (i) bears a fixed rate of interest, (ii) has a Coupon Rate at least equal to the Coupon Rate of the Mortgage Loan being replaced, (iii), in the discretion of the Certificate Insurer, is of the same or better property type and the same or better occupancy status as the replaced Mortgage Loan, (iv) shall be of the same or better credit quality classification at origination of the Mortgage Loan (determined in accordance with the Sponsor's credit underwriting guidelines) as the Mortgage Loan being replaced, (v) shall mature no later than May 1, 2027, (vi) has a Combined Loan-to-Value Ratio as of the Cut-Off Date no higher than the Combined Loan-to-Value Ratio of the replaced Mortgage Loan at such time and shall relate to a Mortgagor having a debt-to-income ratio no higher than the debt-to-income ratio of the Mortgagor whose Mortgage Loan is being replaced, (vii) has a Loan Balance as of the related Replacement Cut-Off Date equal to or less than the Loan Balance of the replaced Mortgage Loan as of such Replacement Cut-Off Date, (viii) satisfies the criteria set forth from time to time in the definition thereof at Section 860G(a)(4) of the Code (or any successor statute thereto) and applicable to the Trust, all as evidenced by an Officer's Certificate of the Sponsor delivered to the Trustee and the Certificate Insurer prior to any such substitution, (ix) is a valid First Mortgage Loan and (x) if such Qualified Replacement Mortgage is an Escrow Loan, all Required Escrow Documents with respect thereto are delivered to the Trustee within one year of the related Replacement Cut-Off Date. In the event that one or more mortgage loans are proposed to be substituted for one or more Mortgage Loans, the Certificate Insurer may allow the foregoing tests to be met on a weighted average basis or other aggregate basis acceptable to the Certificate Insurer, as evidenced by a written approval delivered to the Trustee by the Certificate Insurer, except that the requirement of clause (viii) hereof must be satisfied as to each Qualified Replacement Mortgage.

"Realized Loss": As to any Liquidated Loan, the amount, if any, by which the Loan Balance thereof, accrued and unpaid interest and unreimbursed advances as of the date of liquidation is in excess of Net Liquidation Proceeds realized thereon.

"Record Date": With respect to each Payment Date, for each of the Class A Certificates, the last day of the calendar month immediately preceding the calendar month in which such Payment Date occurs, whether or not such day is a Business Day.

"Register": The register maintained by the Trustee in accordance with Section 5.4 hereof, in which the names of the Owners are set forth.

"Registrar": The Trustee, acting in its capacity as Trustee appointed pursuant to Section 5.4 hereof, or any duly appointed and eligible successor thereto.

"Registration Statement": The Registration Statement filed by the Sponsor with the Securities and Exchange Commission, including all amendments thereto and including the Prospectus relating to the Class A Certificates constituting a part thereof.

"Reimbursable Advances": As to any Mortgage Loan, all Delinquency Advances and Servicing Advances made by the Servicer with respect thereto, to the extent not previously paid to or withheld by the Servicer.

"Reimbursement Amount": As of any Payment Date, the sum of (a)(i) all Insured Payments previously paid by the Certificate Insurer and all preference payments (as described in the Certificate Insurance Policy) previously paid by the Certificate Insurer and in each case not previously repaid to the Certificate Insurer pursuant to 7.5(b)(iii) hereof plus (ii) interest accrued on each such Insured Payment and such preference payments not previously repaid calculated at the Weighted Average Class A Pass-Through Rate in each case from the date the Certificate Insurer paid the related Insured Payment or the preference payment, as the case may be, and (b)(i) any amounts then due and owing to the Certificate Insurer under the Insurance Agreement, as certified to the Trustee by the Certificate Insurer plus (ii) interest on such amounts at the rate specified in the Insurance Agreement. The Certificate Insurer shall notify in writing the Trustee and the Sponsor of the amount of any Reimbursement Amount.

"REMIC": A "real estate mortgage investment conduit" within the meaning of Section 860D of the Code.

"REMIC Provisions": Provisions of the federal income tax law relating to real estate mortgage investment conduits, which appear at Sections 860A through 860G of the Code, and related provisions, and regulations and rulings promulgated thereunder, as the foregoing may be in effect from time to time.

"Remittance Date": Any date on which the Servicer is required to remit monies on deposit in the Principal and Interest Account to the Trustee, which shall be the eighteenth day of each calendar month, commencing in March 1996 (or, if such eighteenth day is not a Business Day, the next succeeding Business Day).

"Remittance Period": The period (inclusive) beginning at the opening of business on the second day of the calendar month immediately preceding the month in which a Remittance Date occurs and ending at the close of business on the first day of the calendar month in which a Remittance Date occurs.

"REO Property": A Property acquired by the Servicer or any Sub-Servicer on behalf of the Trust through foreclosure or deed-in-lieu of foreclosure in connection with a defaulted Mortgage Loan.

"Replacement Cut-Off Date": With respect to any Qualified Replacement Mortgage, the close of business on the first day of the calendar month in which such Qualified Replacement Mortgage is conveyed to the Trust.

"Representation Letter" shall mean letters to, or agreements with, the Depository to effectuate a book entry system with respect to the Class A Certificates registered in the Register under the nominee name of the Depository.

"Representations and Warranties": The representations and warranties relating to the Mortgage Loans, as set forth in Section 5 of the Master Loan Transfer Agreement and Section 3.3(a) hereof, together with any Additional Representations and Warranties (as defined in the Master Loan Transfer Agreement).

"Required Escrow Document": As defined in Section 3.5(k) hereof.

"Rolling Three Month Delinquency Rate": As of any Payment Date, the fraction, expressed as a percentage, equal to the average of the Delinquency Ratio for each of the three (or one and two, in the case of the first and second Payment Dates) immediately preceding Remittance Periods.

"S&P": Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc.

"Schedule of Mortgage Loans": The Schedule of Mortgage Loans, attached hereto as Schedule I.

"Second Mortgage Loan": A Mortgage Loan which is secured by a second priority mortgage lien with respect to the related Property.

"Securities Act": The Securities Act of 1933, as amended.

"Senior Lien": With respect to any Second Mortgage Loan, the mortgage loan relating to the corresponding Property having a first priority lien.

"Servicer": EquiVantage Inc., a Delaware corporation, and its permitted successors and assigns.

"Servicer Affiliate": A Person (i) controlling, controlled by or under common control with the Servicer and (ii) which is qualified to service residential mortgage loans.

"Servicer's Trust Receipt": The Servicer's trust receipt in the form set forth as Exhibit I hereto.

"Servicing Advance": As defined in Section 8.9(c) and Section 8.13(a) hereof.

"Servicing Fee": With respect to any Mortgage Loan, the monthly amount retained by the Servicer or by any successor thereto as compensation for servicing and

administration duties relating to such Mortgage Loan pursuant to Section 8.15 hereof and equal to the product of (x) one-twelfth of the related Servicing Fee Rate and (y) the outstanding Loan Balance of such Mortgage Loan as of the opening of business on the first day of the immediately preceding Remittance Period.

"Servicing Fee Rate": With respect to each First Mortgage Loan, .50% per annum. With respect to each Second Mortgage Loan, .75% per annum.

"Servicing Standards": As defined in Section 8.1(a) hereof.

"Specified Subordinated Amount": means:

(a) each of the first 36 Payment Dates following the Startup Day, the greater of (i) \$1,837,735 and (ii) the product of (x) the excess, if any, of (1) the Rolling Three Month Delinquency Rate for such Payment Date over (2) 2% and (y) the Aggregate Loan Balance as of the close of business on the last day of the preceding Remittance Period; and

(b) after the first 36 Payment Dates following the Startup Day, the greatest of (i) the lesser of (x) \$1,837,735 and (y) the product of (a) 4.90% and (b) the Aggregate Loan Balance as of the close of business on the last day of the related Remittance Period, (ii) the product of (x) the excess, if any, of (1) the Rolling Three Month Delinquency Rate for such Payment Date over (2) 2% and (y) the Aggregate Loan Balance as of the close of business on the last day of the preceding Remittance Period and (iii) 1.00% times the Original Aggregate Loan Balance;

provided, however, that the Specified Subordinated Amount will not be reduced on any Payment Date pursuant to the operation of clause (b)(i)(y) above if either (I) aggregate Cumulative Loss Amounts over the prior twelve month period exceed 1.00% of the average Aggregate Loan Balance during such period or (II) aggregate Cumulative Loss Amounts for all prior Remittance Periods since the Startup Day exceed 4.00% of the Original Aggregate Loan Balance.

"Sponsor": EquiVantage Acceptance Corp., a Delaware corporation.

"Startup Day": February 28, 1996.

"Step-Up Payment Date": The second Payment Date which follows the Clean-Up Call Date.

"Subordinated Amount": As of any Payment Date, the excess, if any, of (x) the Aggregate Loan Balance as of the close of business on the last day of the related Remittance Period over (y) the Certificate Principal Balance as of such Payment Date (after taking into account the payment of principal made pursuant to clause (a) through

clause (e) of the definition of the Principal Distribution Amount to the Owners of the Class A Certificates on such Payment Date, except for any portion thereof related to an Insured Payment on such Payment Date or on any prior Payment Date and not previously reimbursed to the Certificate Insurer pursuant to Section 7.3(e) hereof).

"Subordination Deficiency Amount": With respect to any Payment Date, the excess, if any, of (i) the Specified Subordinated Amount applicable to such Payment Date over (ii) the Subordinated Amount applicable to such Payment Date prior to taking into account the payment of any Subordination Increase Amount on such Payment Date.

"Subordination Deficit": As of any Payment Date, the excess, if any, of (x) the Aggregate Certificate Principal Balance, after taking into account the payment of the Principal Distribution Amount on such Payment Date, over (y) the Aggregate Loan Balance as of the close of business on the last day of the preceding Remittance Period.

"Subordination Increase Amount": With respect to any Payment Date, the lesser of the (x) Subordination Deficiency Amount for such Payment Date and (y) amounts available for such purpose after taking into account the payment of principal to the Owners of the Class A Certificates on such Payment Date minus any amount determined pursuant to clause (h) of the definition of Principal Distribution Amount.

"Subordination Reduction Amount": With respect to any Payment Date, an amount equal to the lesser of (x) the Excess Subordinated Amount for such Payment Date and (y) the Principal Remittance Amount for the related Remittance Period.

"Sub-Servicer": Transworld Mortgage Corporation, a Texas corporation, and its permitted successors and assigns, or any Person with whom the Servicer has entered into a Sub-Servicing Agreement and who satisfies any requirements set forth in Section 8.3 hereof in respect of the qualification of a Sub-Servicer.

"Sub-Servicing Agreement": The written contract between the Servicer and any Sub-Servicer relating to servicing and/or administration of certain Mortgage Loans as permitted by Section 8.3.

"Substitution Amount": In connection with the delivery of any Qualified Replacement Mortgage, if the outstanding principal amount of such Qualified Replacement Mortgage as of the applicable Replacement Cut-Off Date is less than the Loan Balance of the Mortgage Loan being replaced as of such Replacement Cut-Off Date, an amount equal to such difference together with accrued and unpaid interest on such amount calculated at the Coupon Rate less, if the Servicer is the replacing party, the Servicing Fee Rate of the Mortgage Loan being replaced.

"Tax Matters Person": The Tax Matters Person appointed pursuant to Section 11.17 hereof.

"Termination Notice": As defined in Section 9.3(b) hereof.

"Termination Price": As defined in Section 9.2(a) hereof.

"Transaction Documents": Collectively this Agreement, the Insurance Agreement, the Underwriting Agreement relating to the Class A Certificates, any Sub-Servicing Agreement, the Indemnification Agreement relating to the Prospectus, the Registration Statement and the Certificates.

"Transferor": EquiVantage Inc., a Delaware corporation, and its permitted successors and assigns.

"Trust": EquiVantage Home Equity Loan Trust 1996-1, the trust created under this Agreement.

"Trust Estate": Collectively, all money, instruments and other property, to the extent such money, instruments and other property are subject or intended to be held in trust, and in the subtrusts, for the benefit of the Owners, including all proceeds thereof, including, without limitation, (i) the Mortgage Loans, (ii) such amounts, including Eligible Investments, as from time to time may be held in all Accounts, (iii) any Property, the ownership of which has been effected on behalf of the Trust as a result of foreclosure or acceptance by the Servicer of a deed in lieu of foreclosure and that has not been withdrawn from the Trust, (iv) any Insurance Policies relating to the Mortgage Loans and any rights of the Sponsor under any Insurance Policies, (v) Net Liquidation Proceeds with respect to any Liquidated Loan, (vi) rights under the Certificate Insurance Policy and (vii) the Sponsor's rights under the Master Loan Transfer Agreement.

"Trustee": Norwest Bank Minnesota, National Association, located on the date of execution of this Agreement at the Corporate Trust Office, not in its individual capacity but solely as Trustee under this Agreement, and any successor hereunder.

"Trustee Fee Rate": .025% per annum, plus for so long as a backup sub-servicer is required by the Certificate Insurer, an additional .015% per annum.

"Underwriter": Prudential Securities Incorporated.

"Unrecoverable Delinquency Advance": Any Delinquency Advance which the Servicer, in its good faith business judgment, believes will not ultimately be recovered from the related Mortgage Loan.

"Weighted Average Class A Pass-Through Rate": With respect to any Payment Date, the weighted average of the Class A Pass-Through Rate weighted by the Class A Certificate Principal Balance outstanding immediately prior to such Payment Date.

Section 1.2. Use of Words and Phrases. "Herein", "hereby", "hereunder", "hereof", "hereinbefore", "hereinafter" and other equivalent words refer to this Agreement as a whole and not solely to the particular section of this Agreement in which any such word is used. The definitions set forth in Section 1.1 hereof include both the singular and the plural. Whenever used in this Agreement, any pronoun shall be deemed to include both singular and plural and to cover all genders.

Section 1.3. Captions; Table of Contents. The captions or headings in this Agreement and the Table of Contents are for convenience only and in no way define, limit or describe the scope and intent of any provisions of this Agreement.

Section 1.4. Opinions. Each opinion with respect to the validity, binding nature and enforceability of documents or Certificates may be qualified to the extent that the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (whether considered in a proceeding or action in equity or at law) and may state that no opinion is expressed on the availability of the remedy of specific enforcement, injunctive relief or any other equitable remedy. Any opinion required to be furnished by any Person hereunder must be delivered by counsel upon whose opinion the addressee of such opinion may reasonably rely, and such opinion may state that it is given in reasonable reliance upon an opinion of another, a copy of which must be attached, concerning the laws of a foreign jurisdiction.

ARTICLE II

ESTABLISHMENT AND ORGANIZATION OF THE TRUST

Section 2.1. Establishment of the Trust. The parties hereto do hereby create and establish, pursuant to the laws of the State of New York and this Agreement, the Trust, which, for convenience, shall be known as "EquiVantage Home Equity Loan Trust 1996-1".

Section 2.2. Office. The office of the Trust shall be in care of the Trustee, addressed to the Corporate Trust Office, or at such other address as the Trustee may designate by notice to the Sponsor, the Servicer, the Owners and to the Certificate Insurer.

Section 2.3. Purposes and Powers. The purpose of the Trust is to engage in the following activities, and only such activities: (i) the issuance of the Certificates and the acquiring, owning and holding of Mortgage Loans and the Trust Estate in connection therewith; (ii) activities that are necessary, suitable or convenient to accomplish the foregoing or are incidental thereto or connected therewith, including the investment of moneys in accordance with this Agreement; and (iii) such other activities as may be required in connection with conservation of the Trust Estate and distributions to the

Owners; provided, however, that nothing contained herein shall require or permit the Trustee to take any action which would result in the loss of REMIC status for the Trust.

Section 2.4. Appointment of the Trustee; Declaration of Trust. The Sponsor hereby appoints the Trustee as trustee of the Trust effective as of the Startup Day, to have all the rights, powers and duties set forth herein. The Trustee hereby acknowledges and accepts such appointment, represents and warrants its eligibility as of the Startup Day to serve as Trustee pursuant to Section 10.8 hereof and declares that it will hold the Trust Estate in trust upon and subject to the conditions set forth herein for the benefit of the Owners and the Certificate Insurer, as their interests may appear.

Section 2.5. Expenses of the Trust. On each Payment Date the Trustee shall receive the Monthly Trustee Fee Amount, as provided in Section 7.5(b)(ii) hereof. Any other expenses of the Trust that have been reviewed and approved by the Sponsor or the Servicer (which approval shall not be unreasonably withheld), including the reasonable expenses of the Trustee, its agents and counsel, shall be paid directly by the Sponsor or the Servicer to the Trustee or to such other Person to whom such amounts may be due. Failure by the Sponsor to pay any such fees or other expenses shall not relieve the Trustee of its obligations hereunder. The Trustee hereby covenants with the Owners that every material contract or other material agreement entered into by the Trustee on behalf of the Trust shall expressly state therein that no Owner shall be personally liable in connection with such contract or agreement.

Section 2.6. Ownership of the Trust. On the Startup Day the ownership interests in the Trust and the subtrusts shall be transferred as set forth in Section 4.2 hereof, such transfer to be evidenced by sale of the Certificates as described therein. Thereafter, transfer of any ownership interest shall be governed by Sections 5.4 and 5.8 hereof.

Section 2.7. [Reserved.]

Section 2.8. Miscellaneous REMIC Provisions. (a) The Trust shall elect to be treated as a REMIC under Section 860D of the Code, as described in Section 11.15. Any inconsistencies or ambiguities in this Agreement or in the administration of the Trust shall be resolved in a manner that preserves the validity of the election of the Trust to be treated as a REMIC.

(b) The Class A Certificates are hereby designated as "regular interests" in the Trust and the Class R Certificates are hereby designated as the "residual interest" in the Trust, as defined in Section 860G(a) of the Code.

(c) The Startup Day is hereby designated as the "startup day" of the Trust within the meaning of Section 860G(a)(9) of the Code.

(d) The final scheduled Payment Date for the Class A Certificates is April 25, 2027, the Payment Date succeeding by one year the latest maturity date of any Mortgage Loan.

Section 2.9. Grant of Security Interest. (a) Except with respect to the REMIC Provisions, it is the intention of the parties hereto that the conveyance by the Sponsor of the Trust Estate to the Trustee on behalf of the Trust shall constitute a purchase and sale of such Trust Estate and not a loan. In the event, however, that a court of competent jurisdiction were to hold that the transaction evidenced hereby constitutes a loan and not a purchase and sale, it is the intention of the parties hereto that this Agreement shall constitute a security agreement under applicable law, and that the Sponsor shall be deemed to have granted to the Trustee, on behalf of the Owners and the Certificate Insurer, a first priority perfected security interest in all of the Sponsor's right, title and interest in, to and under the Trust Estate. The conveyance by the Sponsor of the Trust Estate to the Trustee on behalf of the Trust shall not constitute and is not intended to result in an assumption by the Trustee or any Owner of any obligation of the Originators or any other Person in connection with the Trust Estate.

(i) The Sponsor and the Servicer shall take no action inconsistent with the Trust's ownership of the Trust Estate and shall indicate or shall cause to be indicated in their records and records held on their behalf that ownership of each Mortgage Loan and the assets in the Trust Estate are held by the Trustee on behalf of the Owners and the Certificate Insurer. In addition, the Sponsor and the Servicer shall respond to any inquiries from third parties with respect to ownership of a Mortgage Loan or any other asset in the Trust Estate by stating that it is not the owner of such asset and that ownership of such Mortgage Loan or other Trust Estate asset is held by the Trustee on behalf of the Trust; provided that this paragraph shall not be construed to prohibit the Servicer from appearing as lienholder of record of the Mortgage Loans on behalf of the Trustee for the purpose of receiving notices, executing release and modification documents and taking other actions related to the Servicing of the Mortgage Loans, so long as such actions are consistent with Article VIII hereof.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE SPONSOR AND THE SERVICER; COVENANT OF SPONSOR TO CONVEY MORTGAGE LOANS

Section 3.1. Representations and Warranties of the Sponsor. The Sponsor hereby represents, warrants and covenants to the Trustee, the Servicer, the Certificate Insurer and to the Owners as of the Startup Day that:

(a) The Sponsor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is in good standing as

a foreign corporation in each jurisdiction in which the nature of its business, or the properties owned or leased by it make such qualification necessary. The Sponsor has all requisite corporate power and authority to own and operate its properties, to carry out its business as presently conducted and as proposed to be conducted and to enter into and discharge its obligations under this Agreement and the other Operative Documents to which it is a party.

(b) The execution and delivery of this Agreement and the other Operative Documents to which the Sponsor is a party by the Sponsor and its performance and compliance with the terms of this Agreement and of the other Operative Documents to which it is a party have been duly authorized by all necessary corporate action on the part of the Sponsor and will not violate the Sponsor's Certificate of Incorporation or Bylaws or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, or result in the breach of, any material contract, agreement or other instrument to which the Sponsor is a party or by which the Sponsor is bound, or violate any statute or any order, rule or regulation of any court, governmental agency or body or other tribunal having jurisdiction over the Sponsor or any of its properties.

(c) This Agreement and the other Operative Documents to which the Sponsor is a party, assuming due authorization, execution and delivery by the other parties hereto and thereto, each constitutes a valid, legal and binding obligation of the Sponsor, enforceable against it in accordance with the terms hereof and thereof, except as the enforcement hereof and thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity (whether considered in a proceeding or action in equity or at law).

(d) The Sponsor is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or governmental agency, which might have consequences that would materially and adversely affect the condition (financial or other) or operations of the Sponsor or its properties or might have consequences that would materially and adversely affect its performance hereunder and under the other Operative Documents to which it is a party.

(e) No litigation is pending or, to the best of the Sponsor's knowledge, threatened against the Sponsor which litigation might have consequences that would prohibit its entering into this Agreement or any other Operative Document to which it is a party, or issuing the Certificates, or that would materially and adversely affect the condition (financial or otherwise) or operations of the Sponsor or its properties or might have consequences that would materially and adversely affect its performance hereunder and under the other Operative Documents to which it is a party.

(f) No certificate of an officer, statement furnished in writing or report delivered pursuant to the terms hereof by the Sponsor contains any untrue statement of a material fact or omits to state any material fact necessary to make the certificate, statement or report not misleading.

(g) The statements contained in the Registration Statement which describe the Sponsor or matters or activities for which the Sponsor is responsible in accordance with the Operative Documents or which are attributed to the Sponsor therein are true and correct in all material respects, and the Registration Statement does not contain any untrue statement of a material fact with respect to the Sponsor or omit to state a material fact required to be stated therein or necessary in order to make the statements contained therein with respect to the Sponsor not misleading. To the best of the Sponsor's knowledge and belief, the Registration Statement does not contain any untrue statement of a material fact required to be stated therein or omit to state any material fact required to be stated therein or necessary to make the statements contained therein not misleading.

(h) All actions, approvals, consents, waivers, exemptions, variances, franchises, orders, permits, authorizations, rights and licenses required to be taken, given or obtained, as the case may be, by or from any federal, state or other governmental authority or agency (other than any such actions, approvals, etc. under any state securities laws, real estate syndication or "Blue Sky" statutes, as to which the Sponsor makes no such representation or warranty), that are necessary or advisable in connection with the purchase and sale of the Certificates and the execution and delivery by the Sponsor of the Operative Documents to which it is a party, have been duly taken, given or obtained, as the case may be, are in full force and effect on the date hereof, are not subject to any pending proceedings or appeals (administrative, judicial or otherwise) and either the time within which any appeal therefrom may be taken or review thereof may be obtained has expired or no review thereof may be obtained or appeal therefrom taken, and are adequate to authorize the consummation of the transactions contemplated by this Agreement and the other Operative Documents on the part of the Sponsor and the performance by the Sponsor of its obligations under this Agreement and such of the other Operative Documents to which it is a party.

(i) The transactions contemplated by this Agreement and the Other Operative Documents to which the Sponsor is a party are in the ordinary course of business of the Sponsor.

(j) The Sponsor received fair consideration and reasonably equivalent value in exchange for the sale of the interests in the Mortgage Loans evidenced by the Certificates.

(k) The Sponsor did not sell any interest in any Mortgage Loan evidenced by the Certificates with any intent to hinder, delay or defraud any of its respective creditors.

(l) The Sponsor is solvent and the Sponsor will not be rendered insolvent as a result of the sale of the Mortgage Loans to the Trust or the sale of the Certificates.

It is understood and agreed that the representations and warranties set forth in this Section 3.1 shall survive delivery of the Mortgage Loans to the Trustee.

Upon discovery by any of the Servicer, the Sponsor, the Certificate Insurer or the Trustee of a breach of any of the representations and warranties set forth in Section 3.1 which materially and adversely affects the interests of the Owners or of the Certificate Insurer, the party discovering such breach shall give prompt written notice to the other parties. Within 30 days of its discovery or its receipt of notice of breach the Sponsor shall cure such breach in all material respects; provided, however, that if the Sponsor can demonstrate to the reasonable satisfaction of the Certificate Insurer that it is diligently pursuing remedial action, then the cure period may be extended with the written approval of the Certificate Insurer and with notice to each of Moody's and S&P.

Section 3.2. Representations and Warranties of the Servicer. The Servicer hereby represents, warrants and covenants to the Trustee, the Sponsor, the Certificate Insurer and to the Owners as of the Startup Day that:

(a) The Servicer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and is, or a Sub-Servicer is, in compliance with the laws of each state in which any Property is located to the extent necessary to enable it to perform its obligations hereunder and is in good standing as a foreign corporation in each jurisdiction in which the nature of its business, or the properties owned or leased by it make such qualification necessary. The Servicer has all requisite corporate power and authority to own and operate its properties, to carry out its business as presently conducted and as proposed to be conducted and to enter into and discharge, either directly or through Sub-Servicers, its obligations under this Agreement and the other Operative Documents to which it is a party. The Servicer has equity of at least \$10,000,000, as determined in accordance with generally accepted accounting principles. Any Sub-Servicer appointed by the Servicer will have all requisite corporate power and authority to own and operate its properties, to carry out its business as presently conducted and as proposed to be conducted.

(b) The execution and delivery of this Agreement by the Servicer and its performance and compliance with the terms of this Agreement, any Sub-Servicing Agreement and the other Operative Documents to which it is a party have been duly authorized by all necessary corporate action on the part of the Servicer and

will not violate the Servicer's Articles of Incorporation or Bylaws or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, or result in the breach of, any material contract, agreement or other instrument to which the Servicer is a party or by which the Servicer is bound or violate any statute or any order, rule or regulation of any court, governmental agency or body or other tribunal having jurisdiction over the Servicer or any of its properties.

(c) This Agreement, any Sub-Servicing Agreement and the other Operative Documents to which the Servicer is a party, assuming due authorization, execution and delivery by the other parties hereto and thereto, each constitutes a valid, legal and binding obligation of the Servicer, enforceable against it in accordance with the terms hereof, except as the enforcement hereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity (whether considered in a proceeding or action in equity or at law).

(d) The Servicer is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or governmental agency, which might have consequences that would materially and adversely affect the condition (financial or other) or operations of the Servicer or its properties or might have consequences that would materially and adversely affect its performance hereunder, under any Sub-Servicing Agreement and under the other Operative Documents to which the Servicer is a party.

(e) No litigation is pending or, to the best of the Servicer's knowledge, threatened against the Servicer which litigation might have consequences that would prohibit its entering into this Agreement, any Sub-Servicing Agreement or any other Operative Document to which it is a party or that would materially and adversely affect the condition (financial or otherwise) or operations of the Servicer or its properties or might have consequences that would materially and adversely affect its performance hereunder and under the other Operative Documents to which the Servicer is a party.

(f) No certificate of an officer, statement furnished in writing or report delivered pursuant to the terms hereof by the Servicer contains any untrue statement of a material fact or omits to state any material fact necessary to make the certificate, statement or report not misleading.

(g) The statements contained in the Registration Statement which describe matters or activities for which the Servicer is responsible in accordance with the Operative Documents or which are attributable to the Servicer, either directly or through any Sub-Servicer, therein are true and correct in all material respects, and the Registration Statement does not contain any untrue statement of a material fact with respect to the Servicer or omit to state a material fact required to be stated

therein or necessary to make the statements contained therein with respect to the Servicer not misleading. To the best of the Servicer's knowledge and belief, the Registration Statement does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements contained therein not misleading.

(h) The Servicing Fee is a "current (normal) servicing fee rate" as that term is used in Statement of Financial Accounting Standards No. 65 issued by the Financial Accounting Standards Board. Neither the Servicer nor any affiliate thereof will report on any financial statements any part of the Servicing Fee as an adjustment to the sales price of the Mortgage Loans.

(i) All actions, approvals, consents, waivers, exemptions, variances, franchises, orders, permits, authorizations, rights and licenses required to be taken, given or obtained, as the case may be, by or from any federal, state or other governmental authority or agency (other than any such actions, approvals, etc. under any state securities laws, real estate syndication or "Blue Sky" statutes, as to which the Servicer makes no such representation or warranty), that are necessary or advisable in connection with the execution and delivery by the Servicer of the Operative Documents to which it is a party, have been duly taken, given or obtained, as the case may be, are in full force and effect on the date hereof and on the Startup Day, are not subject to any pending proceedings or appeals (administrative, judicial or otherwise) and either the time within which any appeal therefrom may be taken or review thereof may be obtained has expired or no review thereof may be obtained or appeal therefrom taken, and are adequate to authorize the consummation of the transactions contemplated by this Agreement and the other Operative Documents on the part of the Servicer and the performance by the Servicer, either directly or through a Sub-Servicer, of its obligations under this Agreement, any Sub-Servicing Agreement and such of the other Operative Documents to which it is a party.

(j) The collection practices used by the Servicer, or any Sub-Servicer, with respect to the Mortgage Loans directly serviced by it have been, in all material respects, legal, proper, prudent and customary in the mortgage loan servicing business.

(k) The transactions contemplated by this Agreement are in the ordinary course of business of the Servicer.

It is understood and agreed that the representations and warranties set forth in this Section 3.2 shall survive delivery of the Mortgage Loans to the Trustee.

Upon discovery by any of the Servicer, the Sponsor, the Certificate Insurer or the Trustee of a breach of any of the representations and warranties set forth in this Section 3.2 which materially and adversely affects the interests of the Owners or of the

Certificate Insurer, the party discovering such breach shall give prompt written notice to the other parties. Within 30 days of its discovery or its receipt of notice of breach, the Servicer shall cure such breach in all material respects and, upon the Servicer's continued failure to cure such breach, may thereafter be removed by the Trustee pursuant to Section 8.20 hereof; provided, however, that if the Servicer can demonstrate to the reasonable satisfaction of the Certificate Insurer that it is diligently pursuing remedial action, then the cure period may be extended with the written approval of the Certificate Insurer and notice to each of Moody's and S&P.

Section 3.3. Representations and Warranties of the Sponsor with Respect to the Mortgage Loans.

(a) The Sponsor makes the following representations and warranties as to the Mortgage Loans on which the Trustee relies in accepting the Mortgage Loans in trust and executing and authenticating the Certificates and on which the Certificate Insurer relies in issuing the Certificate Insurance Policy. Such representations and warranties speak as of the Startup Day (unless otherwise specified), but shall survive the sale, transfer, and assignment of the Mortgage Loans to the Trustee on behalf of the Trust:

(i) The information with respect to each Mortgage Loan set forth in the Schedule of Mortgage Loans is true and correct as of the Cut-Off Date;

(ii) All of the original or certified documentation set forth in Section 3.5 (including all material documents related thereto) with respect to each Mortgage Loan has been or will be delivered to the Trustee on the Startup Day, or as otherwise provided in Section 3.5;

(iii) Each Mortgage Loan is being serviced by the Servicer or a Person controlling, controlled by or under common control with the Servicer and qualified to service the Mortgage Loans serviced by it;

(iv) Each Mortgage Loan conforms, and all such Mortgage Loans in the aggregate conform, in all material respects to the description thereof set forth in the Registration Statement;

(v) The credit underwriting guidelines applicable to each Mortgage Loan conform in all material respects to the description thereof set forth in the Prospectus; and

(vi) None of the Mortgage Loans are subject to Section 32 of the Federal Truth-in-Lending Act.

(b) The Sponsor hereby assigns to the Trustee for the benefit of the Owners of the Certificates and the Certificate Insurer all of its right, title and interest (but none of its obligations, other than those set forth herein) in respect of the Master Transfer

Agreement, except for such rights to indemnification thereunder for losses actually incurred only by the Sponsor. Insofar as the Master Transfer Agreement provides for representations and warranties and remedies thereunder for any breach of such representations and warranties, the remedies with respect to such breaches may be enforced by the Servicer or by the Trustee on behalf of the Owners and the Certificate Insurer against the Person making such representation and warranty, and any rights to indemnification for any breaches of such representations and warranties are hereby assigned by the Sponsor to the Trustee for the benefit of the Owners of the Certificates and the Certificate Insurer, except for such rights to indemnification thereunder only for losses actually incurred only by the Sponsor. Upon the discovery by the Sponsor, the Servicer, the Certificate Insurer or the Trustee of a breach of any of the representations and warranties made in the Master Transfer Agreement in respect of any Mortgage Loan which materially and adversely affects the interests of the Owners or of the Certificate Insurer in such Mortgage Loan, the party discovering such breach shall give prompt written notice to the other parties and each of Moody's and S&P. The Servicer shall promptly notify the Originator of such breach and request that the Originator cure such breach or take the actions described in Section 3.4(a) hereof within the time periods required thereby, and (i) if the Originator does not cure such breach in all material respects, the Sponsor shall cure such breach or take such actions and (ii) if the Originator does not purchase such Mortgage Loan, the Sponsor shall purchase such Mortgage Loan. The obligations of the Sponsor or Servicer, as the case may be, set forth herein with respect to any Mortgage Loan as to which such a breach has occurred and is continuing shall constitute the sole obligations of the Sponsor and of the Servicer in respect of such breach.

Section 3.4. Covenants of Sponsor to Take Certain Actions with Respect to the Mortgage Loans In Certain Situations. (a) Upon the earliest to occur of the Sponsor's discovery, its receipt of notice of breach from any one of the other parties hereto or from the Certificate Insurer or such time as a breach of any Representation and Warranty materially and adversely affects the interests of the Owners or of the Certificate Insurer as set forth above, the Sponsor shall promptly cure (or cause the Originator to cure) such breach in all material respects or it shall (or shall cause the Originator to), subject to the further requirements of this paragraph, on the second Remittance Date next succeeding such discovery, receipt of notice or such other time (i) substitute in lieu of each Mortgage Loan which has given rise to the requirement for action by the Sponsor a Qualified Replacement Mortgage and deliver the Substitution Amount applicable thereto, together with the aggregate amount of all unreimbursed Delinquency Advances and unreimbursed Servicing Advances theretofore made with respect to such Mortgage Loan, to the Servicer for deposit in the Principal and Interest Account or (ii) purchase such Mortgage Loan from the Trust at a purchase price equal to the Loan Purchase Price thereof, which purchase price shall be delivered to the Servicer for deposit in the Principal and Interest Account. In connection with any such proposed purchase or substitution, the Sponsor at its expense, shall cause to be delivered to the Trustee and to the Certificate Insurer an opinion of counsel experienced in federal income tax matters stating whether or not such a proposed purchase or substitution would constitute a Prohibited Transaction

for the Trust or would jeopardize the REMIC status of the Trust as a REMIC, and unless otherwise directed by the Certificate Insurer the Sponsor shall only be required to take either such action to the extent such action would not constitute a Prohibited Transaction for the Trust or would not jeopardize the status of the Trust as a REMIC. It is understood and agreed that the obligation of the Sponsor to cure the defect, or substitute for, or purchase any Mortgage Loan as to which a Representation or Warranty is untrue in any material respect and has not been remedied shall constitute the sole remedy available to the Owners, the Trustee or the Certificate Insurer.

(b) In the event that any Qualified Replacement Mortgage is delivered by the Sponsor to the Trust pursuant to Section 3.3, Section 3.4 or Section 3.6 hereof, the Originator and the Sponsor shall be obligated to take the actions described in Section 3.4(a) with respect to such Qualified Replacement Mortgage upon the discovery by any of the Owners, the Sponsor, the Servicer, the Certificate Insurer, or the Trustee that the Representations and Warranties applicable to such Qualified Replacement Mortgage are untrue in any material respect on the date such Qualified Replacement Mortgage is conveyed to the Trust such that the interests of the Owners or the Certificate Insurer in the related Qualified Replacement Mortgage are materially and adversely affected; provided, however, that for the purposes of this subsection (b) any of the Representations and Warranties referring to items "as of the Cut-Off Date" or "as of the Startup Day" shall be deemed to refer to such items as of the date such Qualified Replacement Mortgage is conveyed to the Trust.

(c) The Sponsor acknowledges that a breach of any of the Representations and Warranties (x) relating to marketability of title sufficient to transfer unencumbered title to a Mortgage Loan, (y) relating to enforceability of the Mortgage Loan against the related Mortgagor or Property or (z) set forth in clause (a)(v) of Section 3.3 above constitutes a breach of a representation or warranty which "materially and adversely affects the interests of the Owners or of the Certificate Insurer" in such Mortgage Loan.

(d) It is understood and agreed that the representations, warranties and covenants set forth in this Section 3.4 shall survive delivery of the respective Mortgage Loans (including Qualified Replacement Mortgage Loans) to the Trustee.

Section 3.5. Conveyance of the Mortgage Loans. (a) The Sponsor, concurrently with the execution and delivery hereof, hereby transfers, sells, assigns, sets over and otherwise conveys without recourse, to the Trustee on behalf of the Trust, all right, title and interest of the Sponsor in and to each Mortgage Loan listed on the Schedule of Mortgage Loans delivered by the Sponsor on the Startup Day, all its right, title and interest in and to payments of principal and interest (including Prepaid Installments) due after the Cut-Off Date, and all payments of principal collected after the Cut-Off Date, together with all of its right, title and interest in and to all related Insurance Policies. The transfer by the Sponsor of the Mortgage Loans set forth on the Schedule

of Mortgage Loans to the Trustee on behalf of the Trust is absolute and is intended by the Owners and all parties hereto to be treated as a sale by the Sponsor.

(b) In connection with the transfer, sale and assignment of the Mortgage Loans, the Sponsor agrees to:

(i) cause to be delivered, on the Startup Day with respect to the Mortgage Loans, without recourse, to the Trustee (A) the original Notes, endorsed without recourse by the related Originator "For value received, I hereby transfer, endorse and assign to Norwest Bank Minnesota, National Association, as Trustee for EquiVantage Home Equity Loan Trust 1996-1, the Note and Deed of Trust or Mortgage securing the same, so far as the same pertains to said Note, without recourse"; (B) originals or certified copies of all intervening assignments, if any, showing a complete chain of assignment from origination to the Originator, including warehousing assignments, with evidence of recording or certification of filing for recordation thereon; (C) originals of all assumption and modification agreements, if any; (D) either: (1) the original Mortgage, with evidence of recording thereon, (2) a true and accurate copy of the Mortgage where the original Mortgage has been transmitted for recording, until such time as the original Mortgage is returned by the public recording office, or (3) a copy of the Mortgage certified by the public recording office in those instances where the original recorded Mortgage has been lost; (E) the original mortgage title insurance policy, title commitment, binder or attorney's opinion of title and abstract of title; provided that, in the event a copy of any mortgage, title policy or title commitment was originally delivered to the Trustee pursuant to this Section 3.5(b)(i)(E), the Sponsor shall cause the related original mortgage, title policy, or title commitment to be delivered to the Trustee within one year of the Startup Day; and (F) an assignment in blank of each Mortgage executed by the record holder of such Mortgage, which assignment shall be in recordable form;

(ii) cause, within 30 days following the Startup Day, assignments of the Mortgages from the Sponsor or the related Originator, if the Originator is the record holder of such Mortgage to "Norwest Bank Minnesota, National Association, as Trustee of EquiVantage Home Equity Loan Trust 1996-1 under the Pooling and Servicing Agreement dated as of February 1, 1996", to be submitted for recording in the appropriate jurisdictions wherein such recordation is necessary to perfect the lien thereof as against creditors of or purchasers from the Sponsor to the Trustee on behalf of the Trust; provided, however, that the Sponsor shall not be required to prepare an assignment for any Mortgage (x) until such original recording information is available or (y) as to which the Sponsor furnishes, within such 30-day period, at the Sponsor's expense, an opinion of counsel to the Trustee ("Assignment Opinion") which opines that recording is not necessary to perfect the rights of the Trustee in the related Mortgage (in form and substance satisfactory to the Certificate Insurer, Moody's and S&P). Following the expiration of such 30-day period and except with respect to Mortgages covered by the Assignment

Opinions, the Sponsor shall cause to be prepared a Mortgage assignment for any Mortgage for which original recording information is subsequently received by the related Originator, and shall promptly deliver a copy of such Mortgage assignment to the Trustee; and

(iii) cause, within five Business Days following the expiration of such 30-day period referred to in clause (ii) above, to be delivered to the Trustee certified copies of all Mortgage assignments submitted for recording, together with a list (which list also shall be delivered to the Certificate Insurer) of (x) all Mortgages for which no Mortgage assignment has yet been submitted for recording by the Sponsor and (y) reasons why the Sponsor has not yet submitted such Mortgage assignments for recording. With respect to any Mortgage assignment set forth on the aforementioned list which has not been submitted for recording for a reason other than a lack of original recording information or with respect to Mortgages covered by the Assignment Opinions, the Trustee shall make an immediate demand on the Sponsor to cause such Mortgage assignments to be prepared, and shall inform the Certificate Insurer of the Sponsor's failure to cause such Mortgage assignments to be prepared. Thereafter, the Trustee shall cooperate in executing any documents prepared by the Certificate Insurer, submitted to the Trustee and reasonably necessary in connection with this provision.

All Mortgage assignments as to which an acceptable Assignment Opinion has not been delivered shall be accomplished within twelve months of the Startup Day (including any assignments not originally recorded due to lack of recordation information), unless the Certificate Insurer agrees to extend such period, at the expense of the Originator or of the Sponsor. Notwithstanding anything to the contrary contained in this Section 3.5, in those instances as identified by the Sponsor where the public recording office retains the original Mortgage, the assignment of a Mortgage or the intervening assignments of the Mortgage after it has been recorded, the Sponsor shall be deemed to have satisfied its obligations hereunder upon delivery to the Trustee of a copy of such Mortgage, such assignment or assignments of Mortgage certified by the public recording office to be a true copy of the recorded original thereof.

If the Servicer is removed pursuant to Section 8.20, the Trustee or other successor Servicer shall submit all assignments for recording; the costs of such assignments shall be paid by the Servicer.

Copies of all Mortgage assignments received by the Trustee shall be kept in the related File.

The Servicer hereby acknowledges that the Financing Statements have been duly submitted for filing. From time to time hereafter, the Servicer shall take or cause to be taken such actions and execute such documents as are necessary to perfect and protect the Trust's and the Owners' interests in the Files against all other Persons,

including, without limitation, the filing of financing statements, amendments thereto and continuation statements.

(c) In the case of Mortgage Loans which have been prepaid in full on or after the Cut-Off Date and prior to the Startup Day, the Sponsor, in lieu of the foregoing, will deliver within 15 Business Days after the Startup Day to the Trustee a certification of an Authorized Officer in the form set forth in Exhibit C.

(d) The Sponsor shall transfer, sell, assign, set over and otherwise convey without recourse, to the Trustee on behalf of the Trust all right, title and interest of the Sponsor in and to any Qualified Replacement Mortgage delivered to the Trustee on behalf of the Trust by the Sponsor pursuant to Section 3.3, Section 3.4 or Section 3.6 hereof and all its right, title and interest to unscheduled payments of principal (including Prepayments) collected on and after the applicable Replacement Cut-Off Date, together with all payments of principal collected and interest due after the applicable Replacement Cut-Off Date, and all of its right, title and interest in and to all related Insurance Policies.

(e) As to each Mortgage Loan released from the Trust in connection with the conveyance of a Qualified Replacement Mortgage therefor, the Sponsor will prepare and deliver to the Trustee an appropriate instrument for execution by the Trustee, and the Trustee will transfer, assign, set over and otherwise convey without recourse, on the Sponsor's order, all of its right, title and interest in and to such released Mortgage Loan and all the Trust's right, title and interest to unscheduled payments of principal (including Prepayments) collected on and after the applicable Replacement Cut-Off Date, together with all payments of principal collected and interest due after the applicable Replacement Cut-Off Date, and all of its right, title and interest in and to all related Insurance Policies.

(f) In connection with any transfer, sale and assignment of a Qualified Replacement Mortgage to the Trustee on behalf of the Trust, the Sponsor agrees to cause to be delivered to the Trustee the items described in Section 3.5(b) on the date of such transfer, sale and assignment or, if a later delivery time is permitted by Section 3.5(b), then no later than such later delivery time.

(g) As to each Mortgage Loan released from the Trust in connection with the conveyance of a Qualified Replacement Mortgage the Trustee shall deliver on the date of conveyance of such Qualified Replacement Mortgage and on the order of the Sponsor (i) the original Note, or the certified copy, relating thereto, if the certified copy is a legal substitute for an otherwise unavailable original Note endorsed without recourse, to the Sponsor and (ii) such other documents as constituted the File with respect thereto.

(h) If a Mortgage assignment is lost during the process of recording, or is returned from the recorder's office unrecorded due to a defect therein, the Sponsor shall prepare a substitute assignment or cure such defect, as the case may be, and thereafter cause each such assignment to be duly recorded.

(i) The Sponsor shall reflect on its records that the Mortgage Loans have been sold to the Trust.

(j) The Sponsor shall deliver to the Servicer, the Certificate Insurer and the Trustee a schedule of the Escrow Loans.

(k) With respect to each Escrow Loan, the Sponsor shall deliver to the Trustee within one year after the Closing Date the following documents related to such Escrow Loan: (i) escrow agreement, (ii) disbursement ledger, (iii) Mortgagor's certification as to completion, (iv) if applicable, contractor's certification as to completion and (v) if applicable, appraiser's unqualified certification as to final completion pursuant to which the appraiser (or, if the original appraiser has since died, retired, has been certified as an incompetent, has gone insane or otherwise is unable to perform, a suitable substitute appraiser) confirms that the Appraised Value of the Property upon completion of the improvement (disregarding intervening changes, if any, in market value) is at least equal to such appraiser's original estimate of such Appraised Value (each such document, a "Required Escrow Document"). The Trustee shall hold each Required Escrow Document so delivered in the related File. No later than the end of the thirteenth month following the Startup Day, the Trustee shall report to the Sponsor, the Originator, the Servicer and the Certificate Insurer whether all Required Escrow Documents relating to the Escrow Loans have been received by the Trustee. If such report indicates that any Required Escrow Document has not been received, the Sponsor shall be required to take the actions set forth in Section 3.6(b) if the lack of such Required Escrow Document materially and adversely affects the interest of the Owners or of the Certificate Insurer in the related Escrow Loan.

Section 3.6. Acceptance by Trustee; Certain Substitutions of Mortgage Loans; Certification by Trustee. (a) The Trustee agrees to execute and deliver on the Startup Day an acknowledgment of receipt of the Notes delivered by the Sponsor in the form attached as Exhibit D hereto, and declares that it will hold the related File, together with any amendments, replacements or supplements thereto, as well as any other assets included in the definition of Trust Estate and delivered to the Trustee, as Trustee in trust upon and subject to the conditions set forth herein for the benefit of the Owners and the Certificate Insurer. The Trustee further agrees to review any other documents delivered by the Sponsor within 90 days after the Startup Day (or within 90 days with respect to any Qualified Replacement Mortgage after the assignment thereof) and to deliver to the Sponsor, the Servicer and the Certificate Insurer a Pool Certification in the form attached hereto as Exhibit E to the effect that, except as described in such certification, as to each Mortgage Loan listed in the Schedule of Mortgage Loans (other than any Mortgage Loan paid in full or any Mortgage Loan specifically identified in such Pool Certification as not covered by such Pool Certification), (i) all documents required to be delivered to it pursuant to this Agreement are in its possession, (ii) such documents have been reviewed by it and have not been mutilated, damaged, torn or otherwise physically altered and relate to such Mortgage Loan and (iii) based on its examination and only as to the foregoing documents, the information set forth on the Schedule of Mortgage Loans

accurately reflects the information set forth in the related File; provided, however, that such Pool Certificate shall not be delivered prior to 90 days after the Startup Day. The Trustee shall be under no duty or obligation to inspect, review or examine any such documents, instruments, certificates or other papers to determine that they are genuine, enforceable, or appropriate for the represented purpose or that they are other than what they purport to be on their face, nor shall the Trustee be under any duty to determine independently whether there are any intervening assignments or assumption or modification agreements with respect to any Mortgage Loan.

(b) If the Trustee during such 90-day period finds any document constituting a part of a File which is not properly executed, has not been received within the specified period, or is unrelated to the Mortgage Loans identified in the Schedule of Mortgage Loans, or that any Mortgage Loan does not conform in a material respect to the description thereof as set forth in the Schedule of Mortgage Loans, the Trustee shall promptly so notify the Sponsor and the Certificate Insurer. In performing any such review, the Trustee may conclusively rely on the Sponsor as to the purported genuineness of any such document and any signature thereon. It is understood that the scope of the Trustee's review of the items delivered by the Sponsor pursuant to Section 3.5(b)(i) is limited solely to confirming that the documents listed in Section 3.5(b)(i) have been executed and received, relate to the Files identified in the Schedule of Mortgage Loans and conform materially to the description thereof in the Schedule of Mortgage Loans. The Sponsor agrees to use reasonable efforts to remedy a material defect in a document constituting part of a File of which it is so notified by the Trustee. If, however, within 60 days after the Trustee's notice to it respecting such defect the Sponsor has not remedied or caused to be remedied the defect and the defect materially and adversely affects the interest in the related Mortgage Loan of the Owners or of the Certificate Insurer, the Sponsor will (or will cause the Originator or an affiliate of the Sponsor to) on the next succeeding Remittance Date (i) substitute in lieu of such Mortgage Loan a Qualified Replacement Mortgage and, deliver the Substitution Amount applicable thereto to the Servicer for deposit in the Principal and Interest Account or (ii) purchase such Mortgage Loan at a purchase price equal to the Loan Purchase Price thereof, which purchase price shall be delivered to the Servicer for deposit in the Principal and Interest Account. In connection with any such proposed purchase or substitution the Sponsor shall cause at the Sponsor's expense to be delivered promptly to the Trustee and to the Certificate Insurer an opinion of counsel experienced in federal income tax matters stating whether or not such a proposed purchase or substitution would constitute a Prohibited Transaction for the Trust or would jeopardize the status of the Trust as a REMIC, and the Sponsor shall only be required to take either such action to the extent such action would not constitute a Prohibited Transaction for the Trust or would not jeopardize the status of the Trust as a REMIC. Within 375 days after the Closing Date, the Trustee shall deliver to the Certificate Insurer a final certification (the "Final Certification") evidencing the completeness of the Files acquired by the Trustee on behalf of the Trust. To the extent that the Final Certification reflects any exceptions, the Seller and Trustee shall continue to deliver to the Certificate Insurer a monthly certification reflecting the status of any exceptions until all such exceptions have been cured.

Section 3.7. Cooperation Procedures. (a) The Sponsor shall, in connection with the delivery of each Qualified Replacement Mortgage to the Trustee, provide the Trustee with the information set forth in the Schedule of Mortgage Loans with respect to such Qualified Replacement Mortgage.

(b) The Sponsor, the Servicer and the Trustee covenant to provide each other, the Certificate Insurer and each of Moody's and S&P with all data and information required to be provided by them hereunder at the times required hereunder, and additionally covenant reasonably to cooperate with each other in providing any additional information required by any of them, the Certificate Insurer or either Moody's and S&P in connection with their respective duties hereunder.

(c) The Trustee shall have no duty hereunder with respect to any complaint, claim, demand, notice or other document it may receive or which may be alleged to have been delivered to or served upon it by third parties as a consequence of the assignment of any Mortgage Loan hereunder, and the Servicer hereby expressly releases, indemnifies and agrees to hold the Trustee harmless from any losses to the Trustee or Trust Fund resulting therefrom; provided, however, that the Trustee shall use commercially reasonable efforts to deliver to the Servicer any such complaint, claim, demand, notice or other document which is delivered to the Corporate Trust Office of the Trustee and contains sufficient information to enable the Trustee to identify it as pertaining to a Mortgage Loan.

(d) The Servicer shall file on behalf of the Trust all reports required to be filed with the Securities and Exchange Commission or any exchange or association of securities dealers pursuant to the Securities and Exchange Act of 1934, as amended, or any rules and regulations thereunder.

ARTICLE IV

ISSUANCE AND SALE OF CERTIFICATES

Section 4.1. Issuance of Certificates. On the Startup Day, upon the Trustee's receipt from the Sponsor of an executed Delivery Order in the form set forth as Exhibit F hereto, the Trustee shall execute, authenticate and deliver the Certificates on behalf of the Trust in accordance with the directions set forth in such Delivery Order.

Section 4.2. Sale of Certificates. At 11:00 a.m. New York City time on the Startup Date, at the offices of Dewey Ballantine, 1301 Sixth Avenue, New York, New York, the Sponsor will sell and convey the Mortgage Loans and the money, instruments and other property related thereto to the Trustee, and the Trustee will (i) deliver to the Underwriter, the Class A Certificates with an aggregate Percentage Interest in each Class equal to 100%, registered in the name of Cede & Co. or in such other names as the Underwriter shall direct, against payment of the purchase price thereof by wire transfer

of immediately available funds to the Trustee and (ii) deliver to the Sponsor, the Class R Certificates, with an aggregate Percentage Interest equal to 100%, registered as the Sponsor shall request. Upon receipt of the proceeds of the sale of the Certificates, the Trustee shall, from the proceeds of the sale of the Certificates, pay such fees and expenses as are identified by the Sponsor, and pay to the Sponsor the balance after deducting such amounts. The Sponsor shall pay directly to the Certificate Insurer the Initial Premium.

ARTICLE V

CERTIFICATES AND TRANSFER OF INTERESTS

Section 5.1. Terms. (a) The Certificates are pass-through securities having the rights described therein and herein. Notwithstanding references herein or therein with respect to the Certificates as to "principal" and "interest" no debt of any Person is represented thereby, nor are the Certificates or the underlying Notes guaranteed by any Person (except that the Notes may be recourse to the Mortgagors thereof to the extent permitted by law and except for the rights of the Trustee with respect to the Certificate Insurance Policy). Distributions on the Certificates are payable solely from payments received on or with respect to the Mortgage Loans (other than the Servicing Fees), moneys in the Principal and Interest Account and the Certificate Account, except as otherwise provided herein, from earnings on moneys and the proceeds of property held as a part of the Trust Estate upon the occurrence of certain events, from Insured Payments, Delinquency Advances and Compensating Interest made by the Servicer or otherwise held by the Servicer in Trust for the Owners, except as otherwise provided herein. Each Certificate entitles the Owner thereof to receive monthly on each Payment Date, in order of priority of distributions with respect to such Class of Certificates, a specified portion of such payments with respect to the Mortgage Loans, certain related Insured Payments, pro rata in accordance with such Owner's Percentage Interest.

(b) Each Owner is required, and hereby agrees, to return to the Trustee any Certificate with respect to which the Trustee has made the final distribution due thereon. Any such Certificate as to which the Trustee has made the final distribution thereon shall be deemed cancelled and shall no longer be Outstanding for any purpose of this Agreement, whether or not such Certificate is ever returned to the Trustee.

Section 5.2. Forms. The Class A Certificates and the Class R Certificates shall be in substantially the forms set forth in Exhibits A and B hereof, respectively, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Agreement or as may in the Sponsor's judgment be necessary, appropriate or convenient to comply, or facilitate compliance, with applicable laws, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any applicable securities laws.

Section 5.3. Execution, Authentication and Delivery. Each Certificate shall be executed on behalf of the Trust, by the manual or facsimile signature of one of the Trustee's Authorized Officers and shall be authenticated by the manual signature of one of the Trustee's Authorized Officers.

Certificates bearing the signature of individuals who were at any time the proper officers of the Trustee shall, upon proper authentication by the Trustee, bind the Trust, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the execution and delivery of such Certificates or did not hold such offices at the date of authentication of such Certificates.

The initial Certificates shall be dated as of the Startup Day and delivered at the Closing to the parties specified in Section 4.2 hereof.

No Certificate shall be valid until executed and authenticated as set forth above.

Section 5.4. Registration and Transfer of Certificates. (a) The Trustee, as registrar, shall cause to be kept a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Trustee shall provide for the registration of Certificates and the registration of transfer of Certificates. The Trustee is hereby appointed registrar for the purpose of registering Certificates and transfers of Certificates as herein provided. The Owners shall have the right to inspect the Register at all reasonable times and to obtain copies thereof.

(b) Subject to the provisions of Section 5.8 hereof, upon surrender for registration of transfer of any Certificate at the office designated as the location of the Register, the Trustee shall execute, authenticate and deliver, in the name of the designated transferee or transferees, one or more new Certificates of a like Class and in the aggregate Certificate Principal Balance of the Certificate so surrendered.

(c) At the option of any Owner, Certificates of any Class owned by such Owner may be exchanged for other Certificates authorized of like Class, tenor and a like aggregate Certificate Principal Balance and bearing numbers not contemporaneously outstanding, upon surrender of the Certificates to be exchanged at the office designated as the location of the Register. Whenever any Certificate is so surrendered for exchange, the Trustee shall execute, authenticate and deliver the Certificate or Certificates which the Owner making the exchange is entitled to receive.

(d) All Certificates issued upon any registration of transfer or exchange of Certificates shall be valid evidence of the same ownership interests in the Trust and entitled to the same benefits under this Agreement as the Certificates surrendered upon such registration of transfer or exchange.

(e) Every Certificate presented or surrendered for registration of transfer or exchange shall be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the Owner thereof or his attorney duly authorized in writing.

(f) No service charge shall be made to an Owner for any registration of transfer or exchange of Certificates, but the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Certificates; any other expenses in connection with such transfer or exchange shall be an expense of the Trust. The Trustee shall not be liable for any expenses in connection with the issuance of Certificates pursuant to this Section 5.4.

(g) It is intended that the Class A Certificates be registered so as to participate in a global book-entry system with the Depository, as set forth herein. The Class A Certificates shall, except as otherwise provided in the next paragraph, be initially issued in the form of a single fully registered Class A Certificate with a denomination equal to the related Original Certificate Principal Balance. Upon initial issuance, the ownership of each such Class A Certificate shall be registered in the Register in the name of Cede & Co., or any successor thereto, as nominee for the Depository.

The Sponsor and the Trustee are hereby authorized to execute and deliver the Representation Letter with the Depository.

With respect to Class A Certificates registered in the Register in the name of Cede & Co., as nominee of the Depository, the Sponsor, the Servicer, the Certificate Insurer and the Trustee shall have no responsibility or obligation to Direct or Indirect Participants or beneficial owners for which the Depository holds Class A Certificates from time to time as a Depository. Without limiting the immediately preceding sentence, the Sponsor, the Servicer, the Certificate Insurer and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, Cede & Co., or any Direct or Indirect Participant with respect to the ownership interest in the Class A Certificates, (ii) the delivery to any Direct or Indirect Participant or any other Person, other than a registered Owner of a Class A Certificate as shown in the Register, of any notice with respect to the Class A Certificates or (iii) the payment to any Direct or Indirect Participant or any other Person, other than a registered Owner of a Class A Certificate as shown in the Register, of any amount with respect to any distribution of principal or interest on the Class A Certificates. No Person other than a registered Owner of a Class A Certificate as shown in the Register shall receive a certificate evidencing such Class A Certificate.

Upon delivery by the Depository to the Trustee of written notice to the effect that the Depository has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions hereof with respect to the payment of interest by the mailing of checks or drafts to the registered Owners of Class A Certificates appearing as

registered Owners in the registration books maintained by the Trustee at the close of business on a Record Date, the name "Cede & Co." in this Agreement shall refer to such new nominee of the Depository.

(h) In the event that (i) the Depository or the Sponsor advises the Trustee in writing that the Depository is no longer willing or able to discharge properly its responsibilities as nominee and depository with respect to the Class A Certificates and the Sponsor is unable to locate a qualified successor or (ii) the Sponsor at its sole option elects to terminate the book-entry system through the Depository, the Class A Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co. (or a successor nominee) as nominee of the Depository. At that time, the Sponsor may determine that the Class A Certificates shall be registered in the name of and deposited with a successor depository operating a global book-entry system, as may be acceptable to the Sponsor, or such depository's agent or designee but, if the Sponsor does not select such alternative global book-entry system, then the Class A Certificates may be registered in whatever name or names registered Owners of Class A Certificates transferring Class A Certificates shall designate, in accordance with the provisions hereof.

(i) Notwithstanding any other provision of this Agreement to the contrary, so long as any Class A Certificate is registered in the name of Cede & Co., as nominee of the Depository, all distributions of principal or interest on such Class A Certificates as the case may be and all notices with respect to such Class A Certificates as the case may be shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 5.5. Mutilated, Destroyed, Lost or Stolen Certificates. If (i) any mutilated Certificate is surrendered to the Trustee, or the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Certificate, and (ii) in the case of any mutilated Certificate, such mutilated Certificate shall first be surrendered to the Trustee, and in the case of any destroyed, lost or stolen Certificate, there shall be first delivered to the Trustee such security or indemnity as may be reasonably required by it to hold the Trust and the Trustee harmless (provided, that with respect to an Owner which is an insurance company of investment grade credit rating, a letter of indemnity furnished by it shall be sufficient for this purpose), then, in the absence of notice to the Trustee that such Certificate has been acquired by a bona fide purchaser, the Trustee shall execute, authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Certificate, a new Certificate of like Class, tenor and aggregate Certificate Principal Balance, bearing a number not contemporaneously outstanding.

Upon the issuance of any new Certificate under this Section, the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto; any other expenses in connection with such issuance shall be an expense of the Trust. The Trustee shall not be liable for any expenses in connection with the issuance of Certificates pursuant to this Section 5.5.

Every new Certificate issued pursuant to this Section in exchange for or in lieu of any mutilated, destroyed, lost or stolen Certificate shall constitute evidence of a substitute interest in the Trust, and shall be entitled to all the benefits of this Agreement equally and proportionately with any and all other Certificates of the same Class duly issued hereunder and such mutilated, destroyed, lost or stolen Certificate shall not be valid for any purpose.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Certificates.

Section 5.6. Persons Deemed Owners. The Trustee and the Certificate Insurer and any of their respective agents may treat the Person in whose name any Certificate is registered as the Owner of such Certificate for the purpose of receiving distributions with respect to such Certificate and for all other purposes whatsoever, and neither the Trustee, the Certificate Insurer nor any of their respective agents shall be affected by notice to the contrary.

Section 5.7. Cancellation. All Certificates surrendered for registration of transfer or exchange shall, if surrendered to any Person other than the Trustee, be delivered to the Trustee and shall be promptly cancelled by it. No Certificate shall be authenticated in lieu of or in exchange for any Certificate cancelled as provided in this Section, except as expressly permitted by this Agreement. All cancelled Certificates may be held or destroyed by the Trustee in accordance with its standard policy. The Sponsor, the Servicer, the Certificate Insurer and any Originator may at any time deliver any Certificate to the Trustee for cancellation, and the Trustee is hereby authorized to cancel any such Certificate.

Section 5.8. Limitation on Transfer of Ownership Rights. (a) No sale or other transfer of any Class A Certificate shall be made to the Sponsor or any of its respective affiliates.

(b) No sale or other transfer of record or beneficial ownership of a Class R Certificate (whether pursuant to a purchase, a transfer resulting from a default under a secured lending agreement or otherwise) shall be made to a Disqualified Organization or agent of a Disqualified Organization. The transfer, sale or other disposition of a Class R Certificate (whether pursuant to a purchase, a transfer resulting from a default under a secured lending agreement or otherwise) to a Disqualified Organization shall be deemed to be of no legal force or effect whatsoever and such transferee shall not be deemed to be an Owner for any purpose hereunder, including, but not limited to, the receipt of distributions on such Class R Certificate. Furthermore, in no event shall the Trustee accept surrender for transfer, registration of transfer, or register the transfer, of any Class R Certificate nor authenticate and make available any new Class R Certificate unless the Trustee has received an affidavit from the proposed transferee substantially in the form attached hereto as Exhibit G. Each holder of a Class R Certificate, by his acceptance

thereof, shall be deemed for all purposes to have consented to the provisions of this Section 5.8(b).

(c) No other sale or other transfer of record or beneficial ownership of a Class R Certificate shall be made unless such transfer is exempt from the registration requirements of the Securities Act of 1933, as amended, and any applicable state securities laws or is made in accordance with said Act and laws. In the event such a transfer is to be made, (i) the Trustee or the Sponsor shall require a written opinion of counsel acceptable to and in form and substance satisfactory to the Sponsor that such transfer may be made pursuant to an exemption, describing the applicable exemption and the basis therefor, from said Act and laws or is being made pursuant to said Act and laws, which opinion of counsel shall not be an expense of the Trustee or the Sponsor, and (ii) the Trustee shall require the Transferee to execute an investment letter acceptable to and in form and substance satisfactory to the Sponsor certifying to the Trustee and the Sponsor the facts surrounding such transfer, which investment letter shall not be an expense of the Trustee. The Owner of a Class R Certificate desiring to effect such transfer shall, and does hereby agree to, indemnify the Trustee and the Sponsor against any liability that may result if the transfer is not so exempt or is not made in accordance with such federal and state laws.

(d) Notwithstanding the foregoing, no sale or other transfer of record or beneficial ownership of a Class R Certificate shall be made unless the Trustee shall have received a representation letter from the transferee of such Class R Certificate, acceptable to and in form and substance satisfactory to the Trustee, to the effect that such transferee is not an employee benefit plan subject to Section 406 of the Employee Retirement Income Security Act nor a plan nor other arrangement subject to Section 4975 of the Code (collectively, a "Plan"), nor is acting on behalf of any Plan nor using the assets of any Plan to affect such transfer.

Section 5.9. Assignment of Rights. An Owner may pledge, encumber, hypothecate or assign all or any part of its right to receive distributions hereunder, but such pledge, encumbrance, hypothecation or assignment shall not constitute a transfer of an ownership interest sufficient to render the transferee an Owner of the Trust without compliance with the provisions of Section 5.4 and Section 5.8 hereof.

ARTICLE VI

COVENANTS

Section 6.1. Distributions. The Trustee will duly and punctually pay distributions with respect to the Certificates from the Trust Estate in accordance with the terms of the Certificates and this Agreement based on the related Servicer's report. Such distributions shall be made (i) by check mailed on each Payment Date or (ii) if requested by any Owner, to such Owner by wire transfer to an account within the United States

designated no later than five Business Days prior to the related Record Date, made on each Payment Date, in each case to each Owner of record on the immediately preceding Record Date; provided, however, that an Owner of a Class A Certificate shall only be entitled to payment by wire transfer if such Owner owns Class A Certificates with an Original Certificate Principal Balance of at least \$5,000,000.

Section 6.2. Money for Distributions to be Held in Trust; Withholding.

(a) All payments of amounts due and payable with respect to any Certificate that are to be made from amounts withdrawn from the Certificate Account pursuant to Section 7.5 hereof or from Insured Payments shall be made by the Trustee on behalf of the Trust, and no amounts so withdrawn from the Certificate Account for payments of the Certificates and no Insured Payment shall be paid over to the Trustee except as provided in this Section.

(b) The Trustee on behalf of the Trust shall comply with all requirements of the Code and applicable state and local law with respect to the withholding from any distributions made by it to any Owner of any applicable withholding taxes imposed thereon and with respect to any applicable reporting requirements in connection therewith.

(c) Any money held by the Trustee in trust for the payment of any amount due with respect to any Class A Certificate and remaining unclaimed by the Owner of such Class A Certificate for the period then specified in the escheat laws of the State of New York after such amount has become due and payable shall be discharged from such trust and be paid first, to the Certificate Insurer on account of any Reimbursement Amounts, and second to the Owners of the Class R Certificates; and the Owner of such Class A Certificate shall thereafter, as an unsecured general creditor, look only to the Certificate Insurer or the Owners of the Class R Certificates for payment thereof (but only to the extent of the amounts so paid to the Certificate Insurer or the Owners of the Class R Certificates), and all liability of the Trustee with respect to such trust money shall thereupon cease; provided, however, that the Trustee, before being required to make any such payment, shall at the expense of the Trust cause to be published once, in the eastern edition of The Wall Street Journal, notice that such money remains unclaimed and that, after a date specified therein, which shall be not fewer than 30 days from the date of such publication, any unclaimed balance of such money then remaining will be paid to the Certificate Insurer (to the extent of any Reimbursement Amount then owing to it) or the Owners of the Class R Certificates. The Trustee shall, at the direction of the Sponsor, also adopt and employ, at the expense of the Owners of the Class R Certificates, any other reasonable means of notification of such payment (including but not limited to mailing notice of such payment to Owners whose right to or interest in moneys due and payable but not claimed is determinable from the Register at the last address of record for each such Owner).

Section 6.3. Protection of Trust Estate. (a) The Trustee will hold the Trust Estate in trust for the benefit of the Owners and the Certificate Insurer, and with the consent of the Certificate Insurer, at the request and expense of the Sponsor, will from

time to time execute and deliver all such supplements and amendments hereto pursuant to Section 11.14 hereof and all instruments of further assurance and other instruments, and will take such other action upon such request to:

- (i) more effectively hold in trust all or any portion of the Trust Estate;
- (ii) perfect, publish notice of, or protect the validity of any grant made or to be made by this Agreement;
- (iii) enforce any of the Mortgage Loans; or
- (iv) preserve and defend title to the Trust Estate and the rights of the Trustee, and the ownership interests of the Owners represented thereby, in such Trust Estate against the claims of all Persons and parties.

The Trustee shall send copies of any request received from the Certificate Insurer or the Sponsor to take any action pursuant to this Section 6.3 to the other party.

(b) The Trustee shall have the power to enforce, and shall enforce the obligations of the other parties to this Agreement and of the Certificate Insurer, by action, suit or proceeding at law or equity, and shall also have the power to enjoin, by action or suit in equity, any acts or occurrences which may be unlawful or in violation of the rights of the Owners; provided, however, that nothing in this Section shall require any action by the Trustee unless the Trustee shall first (i) have been furnished indemnity satisfactory to it and (ii) when required by this Agreement, have been requested to take such action by a majority of the Percentage Interests represented by the Class A Certificates then Outstanding or, if there are no longer any affected Class A Certificates then outstanding, by such majority of the Percentage Interests represented by the Class R Certificates.

(c) The Trustee shall execute any instrument reasonably required pursuant to this Section so long as such instrument does not conflict with this Agreement or with the Trustee's fiduciary duties.

Section 6.4. Performance of Obligations. The Trustee will not take any action that would release the Sponsor, the Servicer, the Originator or the Certificate Insurer from any of their respective covenants or obligations under any instrument or document relating to the Trust Estate or the Certificates or which would result in the amendment, hypothecation, subordination, termination or discharge of, or impair the validity or effectiveness of, any such instrument or document, except as expressly provided in this Agreement or such other instrument or document.

The Trustee may contract with other Persons to assist it in performing its duties hereunder.

Section 6.5. Negative Covenants. The Trustee will not, to the extent within the control of the Trustee, take any of the following actions:

(i) sell, transfer, exchange or otherwise dispose of any of the Trust Estate except as expressly permitted by this Agreement;

(ii) claim any credit on or make any deduction from the distributions payable in respect of, the Certificates (other than amounts properly withheld from such payments under the Code) or assert any claim against any present or former Owner by reason of the payment of any taxes levied or assessed upon any of the Trust Estate;

(iii) incur, assume or guaranty on behalf of the Trust any indebtedness of any Person except pursuant to this Agreement;

(iv) dissolve or liquidate the Trust Estate in whole or in part, except pursuant to Article IX hereof; or

(v) (A) impair the validity or effectiveness of this Agreement, or release any Person from any covenants or obligations with respect to the Trust or to the Certificates under this Agreement, except as may be expressly permitted hereby or (B) create or extend any lien, charge, adverse claim, security interest, mortgage or other encumbrance to or upon the Trust Estate or any part thereof or any interest therein or the proceeds thereof except as may be expressly permitted herein.

Section 6.6. No Other Powers. The Trustee will not, to the extent within the control of the Trustee, permit the Trust to engage in any business activity or transaction other than those activities permitted by Section 2.3 hereof.

Section 6.7. Limitation of Suits. No Owner shall have any right to institute any proceeding, judicial or otherwise, with respect to this Agreement or the Certificate Insurance Policy or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless:

- (1) such Owner has previously given written notice to the Sponsor and the Trustee of such Owner's intention to institute such proceeding;
- (2) the Owners of not less than 25% of the Percentage Interests represented by the affected Class or Classes of Certificates then Outstanding or, if there are no affected Classes of Class A Certificates then Outstanding, by such percentage of the Percentage Interests represented by the Class R Certificates, shall have made written request to the Trustee to institute such proceeding in respect of such Event of Default;

- (3) such Owner or Owners have offered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request;
- (4) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute such proceeding;
- (5) as long as any Class A Certificates are Outstanding, the Certificate Insurer consented in writing thereto; and
- (6) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Certificate Insurer or by the Owners of a majority of the Percentage Interests represented by the Class A Certificates or, if there are no Class A Certificates then Outstanding, by such majority of the Percentage Interests represented by the Class R Certificates;

it being understood and intended that no one or more Owners shall have any right in any manner whatever by virtue of, or by availing themselves of, any provision of this Agreement to affect, disturb or prejudice the rights of any other Owner of the same Class or to obtain or to seek to obtain priority or preference over any other Owner of the same Class or to enforce any right under this Agreement, except in the manner herein provided and for the equal and ratable benefit of all the Owners of the same Class.

In the event the Trustee shall receive conflicting or inconsistent requests and indemnity from two or more Classes of Owners, each representing less than a majority of the applicable Class of Certificates, the Trustee shall act at the direction of the Certificate Insurer.

Section 6.8. Unconditional Rights of Owners to Receive Distributions. Notwithstanding any other provision in this Agreement, the Owner of any Certificate shall have the right, which is absolute and unconditional, to receive distributions to the extent provided herein and therein with respect to such Certificate or to institute suit for the enforcement of any such distribution, and such right shall not be impaired without the consent of such Owner.

Section 6.9. Rights and Remedies Cumulative. Except as otherwise provided herein, no right or remedy herein conferred upon or reserved to the Trustee, the Certificate Insurer or to the Owners is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. Except as otherwise provided herein, the assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 6.10. Delay or Omission Not Waiver. No delay of the Trustee, the Certificate Insurer or any Owner of any Certificate to exercise any right or remedy under this Agreement to any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article VI or by law to the Trustee, the Certificate Insurer or to the Owners may be exercised from time to time, and as often as may be deemed expedient, by the Trustee, the Certificate Insurer or by the Owners, as the case may be.

Section 6.11. Control by Owners. The Certificate Insurer or the Majority Owners, with the consent of the Certificate Insurer (which may not be unreasonably withheld) may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee with respect to the Certificates or exercising any trust or power conferred on the Trustee with respect to the Certificates or the Trust Estate, including, but not limited to, those powers set forth in Section 6.3, Section 8.20 and Section 11.20 hereof, provided that:

- (1) such direction shall not be in conflict with any rule of law or with this Agreement;
- (2) the Trustee shall have been provided with indemnity satisfactory to it; and
- (3) the Trustee may take any other action deemed proper by the Trustee, which is not inconsistent with such direction; provided, however, that the Trustee need not take any action which it determines might involve it in liability or may be unjustly prejudicial to the Owners not so directing.

ARTICLE VII

ACCOUNTS, DISBURSEMENTS AND RELEASES

Section 7.1. Collection of Money. Except as otherwise expressly provided herein, the Trustee may demand payment or delivery of all money and other property payable to or receivable by the Trustee pursuant to this Agreement, including (a) all payments due on the Mortgage Loans in accordance with the respective terms and conditions of such Mortgage Loans and required to be paid over to the Trustee by the Servicer or by any Sub-Servicer and (b) Insured Payments in accordance with the terms of the Certificate Insurance Policy. The Trustee shall hold all such money and property received by it, other than pursuant to or as contemplated by Section 6.2(b) hereof, as part of the Trust Estate and shall apply it as provided in this Agreement.

Section 7.2. Establishment of Certificate Account. The Sponsor shall cause the Certificate Account to be established, and the Trustee shall maintain the Certificate Account, at the Corporate Trust Office of the Trustee, as a trust account in the name of the Trust to be held by the Trustee as a segregated Trust account so long as the

Trustee qualifies as a Designated Depository Institution and if the Trustee does not qualify, then by any Designated Depository Institution for the benefit of the Owners of the Certificates and the Certificate Insurer, as their interests may appear.

Section 7.3. The Certificate Insurance Policy.

(a) By 12:00 noon New York City time on each Determination Date the Trustee shall determine with respect to the immediately following Payment Date the amount (after taking into account investment earnings) to be on deposit in the Certificate Account on such Payment Date with respect to all classes of Class A Certificates excluding any amounts payable under Section 7.5(b)(iii) and excluding an amount equal to the sum of Premium Amount and the Monthly Trustee Fee Amount for the related Payment Date. The amount described in the preceding sentence with respect to each Payment Date, after taking into account the portion of the Principal Distribution Amount to be actually distributed on such Payment Date without regard to any Insured Payment to be made with respect to such Payment Date, is the "Available Funds."

(b) If the Insured Distribution Amount for any Payment Date exceeds the Available Funds for such Payment Date (such event being an "Available Funds Shortfall"), the Trustee shall complete a Notice in the form of Exhibit A attached to the Certificate Insurance Policy and submit such notice to the Certificate Insurer no later than 5:00 p.m. New York City time on the Determination Date as a claim for an Insured Payment in an amount equal to such Available Funds Shortfall. The Notice shall specify the amount of the Insured Payment and shall constitute a claim for an Insured Payment pursuant to the Certificate Insurance Policy.

(c) The Trustee shall report to the Sponsor, the Certificate Insurer and the Servicer with respect to the amounts then held in each Account held by the Trustee and the identity of the investments included therein, as the Sponsor, the Certificate Insurer or the Servicer may from time to time request. Without limiting the generality of the foregoing, the Trustee shall, at the request of the Sponsor, the Certificate Insurer or the Servicer, transmit promptly to the Certificate Insurer, the Sponsor and the Servicer copies of all accountings of receipts in respect of the Mortgage Loans furnished to it by the Servicer.

(d) The Trustee shall (i) receive as attorney-in-fact of the Owners of the Class A Certificates any Insured Payment from the Certificate Insurer and (ii) disburse the same to such Owners as set forth in Section 7.5(b)(iv). Insured Payments disbursed by the Trustee from proceeds of the Certificate Insurance Policies shall not be considered payment by the Trust with respect to the Class A Certificates, and the Certificate Insurer shall become the owner of such unpaid amounts due from the Trust in respect of Insured Payments as the deemed assignee of such Owners, as hereinafter provided. The Trust and the Trustee hereby agree on behalf of each Owner of Class A Certificates for the benefit of the Certificate Insurer that they recognize that to the extent the Certificate Insurer pays Insured Payments, either directly or indirectly (as by paying through the Trustee), to the

Owners of the Class A Certificates, the Certificate Insurer will be entitled to receive the amount of any Class A Interest Carry-Forward Amount and Class A Principal Carry-Forward Amount, and will be subrogated to the rights of the Owners of the Class A Certificates with respect to such Insured Payment, shall be deemed to the extent of the payments so made to be an Owner of such Class A Certificates and shall receive future distributions of the Class A Distribution Amount until all such Insured Payments by the Certificate Insurer have been fully reimbursed, as described in the following paragraph. To evidence such subrogation, the Trustee shall note the Certificate Insurer's rights as subrogee on the Register upon receipt from the Certificate Insurer of proof of the payment of any Insured Payment, after making the distribution on any such future Payment Date to Owners of the Class A Certificates other than to the Certificate Insurer.

It is understood and agreed that the intention of the parties is that the Certificate Insurer shall not be entitled to reimbursement on any Payment Date for amounts previously paid by it unless on such Payment Date the Owners of the Class A Certificates shall also have received the full amount of the Class A Distribution Amount (exclusive of any Class A Interest Carry-Forward Amount and Class A Principal Carry Forward Amount, representing amounts previously paid to the Owners of the Class A Certificates as Insured Payments) for such Payment Date.

The Certificate Insurer shall be entitled to receive the related Reimbursement Amount pursuant to Sections 7.5(b)(iii) hereof with respect to each Insured Payment made by the Certificate Insurer. The Trustee hereby agrees on behalf of each Owner of Class A Certificates and the Trust for the benefit of the Certificate Insurer that it recognizes that to the extent the Certificate Insurer makes Insured Payments, either directly or indirectly (as by paying through the Trustee), to the Owners of such Class A Certificates, the Certificate Insurer will be entitled to receive the related Reimbursement Amount pursuant to Sections 7.5(b)(iii).

(e) Each Owner of a Class A Certificate which pays any Preference Amounts theretofore received by such Owner on account of such Class A Certificate will be entitled to receive reimbursement for such amounts from the Certificate Insurer in accordance with the terms of the Certificate Insurance Policy, but only after (i) delivering a copy to the Certificate Insurer of a final, nonappealable order (a "Preference Order") of a court having competent jurisdiction under the United States Bankruptcy Code demanding payment of such amount to the bankruptcy court and (ii) irrevocably assigning such Owner's claim with respect to such Preference Order to the Certificate Insurer in such form as is required by the Certificate Insurer. In no event shall the Certificate Insurer pay more than one Insured Payment in respect of any Preference Amount. Consequently, the Trustee shall not be entitled to reimbursement with respect to any Preference Order relating to the Owner's receipt of funds representing Insured Payments made by the Certificate Insurer in respect of such Distribution Date.

The Trustee, for itself and on behalf of the Owners, agrees that the Certificate Insurer may at any time during the continuation of any proceeding relating to

a Preference Order direct all matters relating to such Preference Order, including, without limitation, the direction of any appeal of any order relating to such Preference Order and the posting of any surety, supersedeas or performance bond pending any such appeal. In addition and without limitation of the foregoing, the Certificate Insurer shall be subrogated, to the extent of Insured Payments, to the rights of the Sponsor, the Servicer, the Trustee and each Owner in the conduct of any such preference claim, including without limitation, all rights of any party to any adversarial proceeding or action with respect to any court order issued in connection with any such preference claim.

(f) The Trustee shall keep a complete and accurate record of the amount of interest and principal paid in respect of any Certificate from moneys received under the Certificate Insurance Policy. The Certificate Insurer shall have the right to inspect such records at reasonable times during normal business hours upon one Business Day's prior notice to the Trustee.

Section 7.4. [Reserved.]

Section 7.5. Flow of Funds. (a) The Trustee shall deposit to the Certificate Account, without duplication, upon receipt, any Insured Payments, the proceeds of any liquidation of the assets of the Trust, the Monthly Remittance Amount remitted by the Servicer or any Sub-Servicer, together with any Substitution Amounts and any Loan Purchase Price amounts received by the Trustee.

(b) With respect to the Certificate Account, on each Payment Date, the Trustee shall, based upon the information set forth in the Servicer's Report and based upon a calculation made by the Trustee, make the following allocations, disbursements and transfers in the following order of priority, and each such allocation, transfer and disbursement shall be treated as having occurred only after all preceding allocations, transfers and disbursements have occurred:

- (i) first, to the Certificate Insurer, from amounts then on deposit in the Certificate Account, the Premium Amount for such Payment Date;
- (ii) second, to the Trustee, from amounts then on deposit in the Certificate Account, the Monthly Trustee Fee Amount and expenses (to the extent not paid by the Sponsor or the Servicer pursuant to Section 2.5) for such Payment Date;
- (iii) third, on each Payment Date, the Trustee shall pay to the Certificate Insurer an amount equal to the lesser of (x) the excess of (i) the amount then on deposit in the Certificate Account over (ii) the Insured Distribution Amount for such Payment Date and (y) the Reimbursement Amount as of such Payment Date.

- (iv) fourth, on each Payment Date the Trustee shall distribute in equal priority the amount, if any, remaining after the allocations described in clause (iii) above, to the Owners of the Class A Certificates, the Class A Distribution Amount for such Payment Date;
- (v) fifth, following the making by the Trustee of all allocations, transfers and disbursements described above under Section 7.3 hereof and the prior clauses of this Section 7.5 (including any related Insured Payment with respect to the Class A Certificates) then on deposit in the Certificate Account, the Trustee shall pay to the Servicer, to the extent of any unreimbursed Delinquency Advances, unreimbursed Servicing Advances and accrued and unpaid Servicing Fees, in each case as certified to the Trustee by the Servicer to be owing to it as of such Payment Date, and/or to the Trustee, any reimbursable amounts then unpaid to the Trustee;
- (vi) sixth, on each Payment Date, the Trustee shall apply the amount, if any, remaining after the allocations described in clause (v) above, to the Owners of the Class R Certificates.

provided, however, that if, on any Payment Date, (x) the Certificate Insurer is then in default under the Certificate Insurance Policy relating to the Mortgage Loans and (y) a Subordination Deficit exists, then any distribution of the Formula Distribution Amount on such Payment Date shall be made pro rata to the Owners of each of the Class A Certificates. Notwithstanding any of the distributions or allocations set forth in clause (vi) above, no money will be allocated or distributed to the Owners of the Class R Certificates on any Payment Date unless the Subordinated Amount is equal to or greater than the required Specified Subordinated Amount as determined after distributions in clauses (i) through (v) for such Payment Date.

(c) Notwithstanding clause (b)(v) above, the aggregate amounts distributed on all Payment Dates to the Owners of the Class A Certificates on account of principal shall not exceed the Original Certificate Principal Balance for the Class A Certificates.

(d) Any amounts properly distributed to the Owners of the Class R Certificates pursuant to the terms of this Agreement shall be distributed free of the subordination described herein, and any such amounts shall in no event be required to be returned to the Trustee or paid over to the Owners of the Class A Certificates.

(e) Whenever, during the administration of the Trust, there comes into the possession of the Trustee any money or property which this Agreement does not otherwise require to be distributed on account of the Class A Certificates, the Trustee shall distribute such money or other property in equal priority to the Owners of the Class A Certificates.

Section 7.6. Investment of Accounts. (a) So long as no event described in Sections 8.20(a) hereof shall have occurred and be continuing, and consistent with any

requirements of the Code, all or a portion of the Accounts held by the Trustee shall be invested and reinvested by the Trustee in the name of the Trustee for the benefit of the Owners, as directed in writing by the Servicer, in one or more Eligible Investments bearing interest or sold at a discount. No investment in any Account shall mature later than the Payment Date.

(b) If any amounts are needed for disbursement from any Account held by the Trustee and sufficient uninvested funds are not available to make such disbursement, the Trustee shall cause to be sold or otherwise converted to cash a sufficient amount of the investments in such Account. No investments will be liquidated prior to maturity unless the proceeds thereof are needed for disbursement.

(c) Subject to Section 10.1 hereof, the Trustee shall not in any way be held liable by reason of any insufficiency in any Account held by the Trustee resulting from any loss on any Eligible Investment included therein (except to the extent that the bank serving as Trustee is the obligor thereon).

(d) The Trustee shall hold funds in the Accounts held by the Trustee uninvested upon the occurrence of either of the following events:

(i) the Servicer or the Certificate Insurer, as the case may be, shall have failed to give investment directions to the Trustee within ten days after receipt of a written request for such directions from the Trustee; or

(ii) the Servicer or the Certificate Insurer, as the case may be, shall have failed to give investment directions to the Trustee during the ten-day period described in clause (i) preceding, by 11:15 a.m. New York time (or such other time as may be agreed by the Servicer or the Certificate Insurer, as the case may be, and the Trustee) on any Business Day (any such investment by the Trustee pursuant to this clause (ii) to mature on the next Business Day after the date of such investment).

(e) For purposes of investment, the Trustee may but shall not be required to aggregate all amounts on deposit in the Accounts. All income or other gain from investments in the Accounts shall be deposited in the related Account immediately on receipt.

Section 7.7. Eligible Investments. The following are Eligible Investments:

(a) Direct general obligations of the United States or the obligations of any agency or instrumentality of the United States fully and unconditionally guaranteed, the timely payment or the guarantee of which constitutes a full faith and credit obligation of the United States.

(b) Federal Housing Administration debentures, but excluding any such securities whose terms do not provide for payment of a fixed dollar amount upon maturity or call for redemption.

(c) FHLMC senior debt obligations, but excluding any such securities whose terms do not provide for payment of a fixed dollar amount upon maturity or call for redemption.

(d) FNMA senior debt obligations, but excluding any such securities whose terms do not provide for payment of a fixed dollar amount upon maturity or call for redemption.

(e) Federal funds, certificates of deposit, time and demand deposits, and bankers' acceptances (having original maturities of not more than 365 days) of any domestic bank, the short-term debt obligations of which have been rated A-1 or better by S&P and P-1 by Moody's.

(f) Deposits of any bank or savings and loan association which has combined capital, surplus and undivided profits of at least \$50,000,000 which deposits are not in excess of the applicable limits insured by the Bank Insurance Fund or the Savings Association Insurance Fund of the FDIC, provided that the long-term deposits of such bank or savings and loan association are rated at least "BBB" by S&P and "Baa3" by Moody's.

(g) Commercial paper (having original maturities of not more than 270 days) rated A-1 or better by S&P and P-1 or better by Moody's.

(h) Investments in money market or common trust funds rated AAAm or AAAm-G by S&P and Aaa by Moody's.

(i) Such other investments as have been approved in writing by S&P, Moody's and the Certificate Insurer.

provided that no instrument described above is permitted to evidence either the right to receive (a) only interest with respect to obligations underlying such instrument or (b) both principal and interest payments derived from obligations underlying such instrument and the interest and principal payments with respect to such instrument provided a yield to maturity at par greater than 120% of the yield to maturity at par of the underlying obligations; and provided, further, that no instrument described above may be purchased at a price greater than par if such instrument may be prepaid or called at a price less than its purchase price prior to stated maturity. Any Eligible Investment may be purchased by or through the Trustee or any of its affiliates.

Section 7.8. Reports by Trustee. (a) On each Payment Date the Trustee shall provide to each Owner, to the Servicer, to the Certificate Insurer, to the Underwriter,

to the Sponsor, to S&P and to Moody's a written report in substantially the form set forth as Exhibit H hereto, as such form may be revised by the Trustee, the Servicer, Moody's and S&P from time to time, but in every case setting forth the information requested on Exhibit H hereto and the following information, in each case as of such Payment Date:

(i) the amount of the distribution with respect to each Class of the Class A Certificates and the Class R Certificates;

(ii) the amount of such distributions allocable to principal on the related Certificates, separately identifying the aggregate amount of any Prepayments or other unscheduled recoveries of principal included therein and separately identifying any Subordination Increase Amount;

(iii) the amount of such distributions allocable to interest on the related Certificates;

(iv) the Monthly Remittance Amount, separately identifying the Mortgage interest and principal collections;

(v) the Certificate Principal Balance for the Class A Certificates as of such Payment Date, together with the principal amount of such Class of Class A Certificates (based on a Certificate in an original principal amount of \$1,000) then outstanding, in each case after giving effect to any payment of principal on such Payment Date;

(vi) the amounts described in Sections 7.5(b)(iii) and (v);

(vii) the amount of any Insured Payment included in the amounts distributed on the Class A Certificates on such Payment Date;

(viii) information furnished by the Sponsor pursuant to Section 6049(d)(7)(C) of the Code and the regulations promulgated thereunder to assist the Owners in computing their market discount;

(ix) the total of any Substitution Amounts and any Loan Purchase Price amounts included in such distribution;

(x) the amount of any Subordination Reduction Amount;

(xi) the amounts, if any, of any Realized Losses for the related Remittance Period and the Aggregate Loan Balance of Mortgage loans which experienced such Realized Losses, the Cumulative Loss Amount and the Rolling Three Month Delinquency Rate, in each case as of such Payment Date;

(xii) a number with respect to the Class A Certificates (the "Pool Factor" for such Class) computed by dividing the Certificate Loan Balance (after giving effect to any distribution of principal to be made on such Payment Date) by the Original Certificate Principal Balance on the Startup Day;

(xiii) the aggregate of any Insurance Proceeds received by the Servicer during the related Remittance Period;

(xiv) the Specified Subordinated Amount, and the Subordinated Amount;

(xv) the weighted average Coupon Rate of the Mortgage Loans, and the weighted average maturity of the Mortgage Loans; and

(xvi) the Aggregate Loan Balance.

Items (i) through (iii) above shall, with respect to the Class A Certificates, be presented on the basis of a Certificate having a \$1,000 denomination. In addition, by January 31 of each calendar year following any year during which the Certificates are outstanding, the Trustee shall furnish a report to each Owner of record at any time during each calendar year as to the aggregate of amounts reported pursuant to (i), (ii) and (iii) with respect to the Certificates for such calendar year.

(b) In addition, on each Payment Date the Trustee will distribute to each Owner, to the Certificate Insurer, to the Underwriter, to the Servicer, to the Sponsor, to S&P and to Moody's, together with the information described in Subsection (a) preceding, the following information as of the close of business on the last Business Day of the prior calendar month, which is hereby required to be prepared by the Servicer and furnished to the Trustee for such purpose on or prior to the related Remittance Date:

(i) the total number of Mortgage Loans and the Aggregate Loan Balance thereof, together with the number, aggregate principal balances of the Mortgage Loans and the percentage of all Mortgage Loans (a) 30-59 days Delinquent, (b) 60-89 days Delinquent and (c) 90 or more days Delinquent;

(ii) the number, Aggregate Loan Balance of all Mortgage Loans and percentage of the Aggregate Loan Balance of such Mortgage Loans in foreclosure proceedings (and whether any such Mortgage Loans are also included in any of the statistics described in the foregoing clause (i));

(iii) the number, Aggregate Loan Balance of all Mortgage Loans and percentage of the Aggregate Loan Balance of such Mortgage Loans relating to Mortgages in bankruptcy proceedings (and whether any such Mortgage Loans are also included in any of the statistics described in the foregoing clause (i));

(iv) the number, Aggregate Loan Balance of all Mortgage Loans and percentage of the Aggregate Loan Balance of such Mortgage Loans relating to REO Properties (and whether any such Mortgage Loans are also included in any of the statistics described in the foregoing clause (i));

(v) the book value of any REO Property;

(vi) the number and amount of all Prepayments;

(vii) the number and amount of all Mortgages subject to losses; and

(viii) the number and amount of Mortgages outstanding.

Section 7.9. Additional Reports by Trustee. (a) The Trustee shall report to the Sponsor, the Servicer and the Certificate Insurer with respect to the amount then held in each Account (including investment earnings accrued or scheduled to accrue) held by the Trustee and the identity of the investments included therein, as the Sponsor, the Servicer or the Certificate Insurer may from time to time request. Without limiting the generality of the foregoing, the Trustee shall, at the request of the Sponsor, the Servicer or the Certificate Insurer, transmit promptly to the Sponsor, the Servicer and the Certificate Insurer copies of all accountings of receipts in respect of the Mortgage Loans furnished to it by the Servicer. The content of reports by the Trustee pursuant to this subsection shall consist of its trust accounting system statements.

(b) The Trustee is hereby authorized to execute purchases and sales directed by the Servicer through the facilities of its own trading or capital markets operations. The Trustee shall send statements to the servicer monthly reflecting activity for each account created hereunder for the preceding month. Although the Servicer recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Servicer hereby agrees that confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered pursuant to the provision hereof if no activity occurred in the account for such month.

(c) From time to time, at the request of the Certificate Insurer, the Trustee shall report to the Certificate Insurer and each of Moody's and S&P with respect to its actual knowledge, without independent investigation, of any breach of any of the Representations and Warranties. On the date that is eighteen months after the Startup Day, the Trustee shall provide the Certificate Insurer with a written report of all of such inaccuracies to such date of which it has actual knowledge, without independent investigation, and of the action taken by the Originator under the related Master Transfer Agreement or by the Sponsor under Section 3.4(a) hereof with respect thereto.

ARTICLE VIII

SERVICING AND ADMINISTRATION OF MORTGAGE LOANS

Section 8.1. Servicer and Sub-Servicers. (a) Acting directly or through one or more Sub-Servicers as provided in Section 8.3, the Servicer, as master servicer, shall service and administer the Mortgage Loans for the benefit, and in the best interests of, the Owners and, to the extent not conflicting with the best interests of the Owners, the interest of the Certificate Insurer in accordance with this Agreement and applicable law and with reasonable care, and using that degree of skill and attention that the Servicer exercises with respect to comparable mortgage loans that it services for itself or others, and shall have full power and authority, acting alone, to do or cause to be done any and all things in connection with such servicing and administration which it may deem necessary or desirable. To the extent consistent with the foregoing, the Servicer shall seek to maximize the timely and complete recovery of principal of and interest on the Mortgage Loans. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Servicer shall not have any duties, responsibilities, or fiduciary relationship with the Trustee except those expressly set forth herein.

(b) The duties of the Servicer shall include collecting and posting of all payments, responding to inquiries of Mortgagors or by federal, state or local government authorities with respect to the Mortgage Loans, investigating delinquencies, reporting tax information to Mortgagors in accordance with its customary practices and accounting for collections and furnishing monthly and annual statements to the Trustee with respect to distributions, paying Compensating Interest and making Delinquency Advances and Servicing Advances pursuant hereto. The Servicer and any Sub-Servicer shall follow its customary standards, policies and procedures in performing its duties as Servicer or Sub-Servicer, as applicable. The Servicer shall cooperate with the Trustee and furnish to the Trustee with reasonable promptness information in its possession as may be necessary or appropriate to enable the Trustee to perform its duties hereunder. The Trustee shall furnish the Servicer and any Sub-Servicer with any powers of attorney and other documents reasonably necessary or appropriate to enable the Servicer and any Sub-Servicer to carry out its servicing and administrative duties hereunder.

(c) Without limiting the generality of the foregoing, the Servicer (i) shall continue, and is hereby authorized and empowered by the Trustee, subject to Section 8.1(a), to execute and deliver, on behalf of itself, the Owners and the Trustee or any of them, any and all instruments of satisfaction or cancellation, or of partial release, subject to the provisions of Section 8.1(i) below, or full release or discharge and all other comparable instruments, with respect to the Mortgage Loans and with respect to the related Properties; (ii) may consent to any modification of the terms of any Note not expressly prohibited hereby if the effect of any such modification (x) will not be to affect materially and adversely the security afforded by the related Property, the timing of

receipt or amounts of any payments required hereby or the interests of the Certificate Insurer and (y) will not cause the Trust to fail to qualify as a REMIC.

(d) The parties intend that the Trust shall constitute, and that the affairs of the Trust shall be conducted so as to qualify the Trust as a REMIC. In furtherance of such intention, the Servicer covenants and agrees that it shall act as agent (and the Servicer is hereby appointed to act as agent) on behalf of the Trust and that in such capacity it shall: (i) use its best efforts to conduct the affairs of the Trust at all times that any Class of Certificates are outstanding so as to maintain the status of the Trust as a REMIC under the REMIC Provisions; (ii) not knowingly or intentionally take any action or omit to take any action that would cause the termination of the REMIC status of the Trust or that would subject the Trust to tax and (iii) exercise reasonable care not to allow the Trust to receive income from the performance of services or from assets not permitted under the REMIC Provisions to be held by a REMIC provided, however, that the Servicer shall not consent to any such modifications without the prior consent of the Certificate Insurer if the Aggregate Loan Balance of all Mortgage Loans which have been subject to modifications pursuant to this Section 8.1(d) exceeds 5% of the Original Aggregate Loan Balance.

(e) The Servicer may, and is hereby authorized to, perform any or all of its servicing responsibilities with respect to all or certain of the Mortgage Loans through a Sub-Servicer as it may from time to time designate, but no such designation of a Sub-Servicer shall serve to release the Servicer from any of its obligations under this Agreement. Such Sub-Servicer shall have all the rights and powers of the Servicer with respect to such Mortgage Loans under this Agreement.

(f) Without limiting the generality of the foregoing, but subject to Sections 8.13 and 8.14, the Servicer in its own name or in the name of a Sub-Servicer may be authorized and empowered pursuant to a power of attorney executed and delivered by the Trustee to execute and deliver, and may be authorized and empowered by the Trustee, to execute and deliver, on behalf of itself, the Owners and the Trustee or any of them, (i) any and all instruments of satisfaction or cancellation or of partial or full release or discharge and all other comparable instruments with respect to the Mortgage Loans and with respect to the Properties, (ii) and to institute foreclosure proceedings or obtain a deed in lieu of foreclosure so as to effect ownership of any Property on behalf of the Trust, and (iii) to hold title to any Property upon such foreclosure or deed in lieu of foreclosure on behalf of the Trust. Section 8.14(a) shall constitute a power of attorney from the Trustee to the Servicer to execute an instrument of satisfaction (or assignment of mortgage without recourse) with respect to any Mortgage Loan paid in full (or with respect to which payment in full has been escrowed). Subject to Sections 8.13 and 8.14, the Trustee shall furnish the Servicer with any powers of attorney and other documents as the Servicer or such Sub-Servicer shall reasonably request to enable the Servicer and such Sub-Servicer to carry out their respective servicing and administrative duties hereunder.

(g) The Servicer shall give prompt notice to the Trustee and the Certificate Insurer of any action, of which the Servicer has actual knowledge, to (i) assert a claim against the Trust or (ii) assert jurisdiction over the Trust.

(h) Unreimbursed Servicing Advances incurred by the Servicer or any Sub-Servicer in connection with the servicing of the Mortgage Loans (including any penalties in connection with the payment of any taxes and assessments or other charges) on any Property shall be recoverable by the Servicer or such Sub-Servicer to the extent described in Section 8.9(c) and in Section 7.5(b)(v) hereof.

(i) The Servicer shall have the right to approve requests of Mortgagors for consent to partial releases or division of Mortgaged Properties. No such request shall be approved by the Servicer unless: (A) (w) the provisions of the related Note and Mortgage have been complied with, (x) the loan-to-value ratio (which may, for this purpose be determined at the time of any such action in a manner reasonably acceptable to the Certificate Insurer) after any release does not exceed the loan-to-value ratio set forth for such Mortgage Loan in the related Schedule of Mortgage Loans, and (y) the lien priority of the related Mortgage is not affected; or (B) the Certificate Insurer shall have approved the granting of such request.

(j) Each of the Sponsor and the Servicer may make loans to and generally engage in any kind of business with the Mortgagors and/or any other obligors under the Mortgage Loans as though either the Sponsor or the Servicer were not a party to this Agreement; provided, that the foregoing shall not have a material adverse effect on the transactions contemplated by this Agreement. Each of the Sponsor and the Servicer may have other existing loans and in the future may make additional loans to any of the Mortgagors and/or to other obligors under the Mortgage Loans, which other and/or additional loans may not be sold, or a loan participation therein granted, to the Trustee. The Servicer shall collect payments under the Mortgage Loans in the same preference and priority as the collection and/or enforcement of any other and/or additional loans by the Servicer.

(k) Each of the Sponsor, the Servicer and the Trustee shall be entitled to rely, and shall be fully protected in relying, upon any promissory note, writing, resolution, notice, consent, certificate, affidavit, letter, cablegram, telegram, telecopy, telex or teletype message, statement, order or other document reasonably believed by it to be genuine and correct and to have been signed, sent or made by the proper person or persons and upon advice and statements of legal counsel (including, without limitation, counsel to the Mortgagor(s)), independent accountants and other experts selected by the Sponsor or the Trustee. The Servicer shall be fully justified in failing or refusing to take any action under this Agreement for which it has sought and failed to receive instructions from the Trustee provided that the Servicer is entitled to receive instructions from the Trustee hereunder. The Servicer shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the Mortgage Loans in accordance with

an express written request of the Trustee, and such request and any action taken or failure to act pursuant thereto shall be binding upon the Sponsor and Trustee.

(l) The relationship of the Servicer (and of any successor to the Servicer as servicer under this Agreement) to the Trustee under this Agreement is intended by the parties to be that of an independent contractor and not that of a joint venturer, partner or agent of the Trustee.

Section 8.2. Collection of Certain Mortgage Loan Payments. (a) The Servicer may in its discretion (i) waive any assumption fees, late payment charges, charges for checks returned for insufficient funds, prepayment fees, if any, or other fees which may be collected in the ordinary course of servicing the Mortgage Loans, (ii) if a Mortgagor is in default or about to be in default because of a Mortgagor's financial condition, arrange with the Mortgagor a schedule for the payment of delinquent payments due on the related Mortgage Loan, (iii) modify payments of monthly principal and interest on any Mortgage Loan becoming subject to the terms of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, in accordance with the Servicer's general policies for comparable mortgage loans subject to such Act, (iv) extend the due date for payments due on a Note for a period (with respect to each payment as to which the due date is extended) not greater than 125 days after the initially scheduled due date for such payment, (v) amend any Note to extend the maturity thereof, provided that no maturity shall be extended by more than three (3) months and that no more than 5.0% of the Original Aggregate Loan Balance shall be modified to have a maturity date which has been extended beyond the maturity date thereof as of the Cut-Off Date without the prior consent of the Certificate Insurer. With respect to clause (v) above, the Certificate Insurer shall respond within three (3) Business Days of the Servicer's request for such consent, and if the Certificate Insurer fails to so respond, the Servicer shall assume that the consent of the Certificate Insurer has been given.

(b) The Servicer shall hold in escrow in the Principal and Interest Account on behalf of the related Mortgagor all Prepaid Installments received by it, and shall apply such Prepaid Installments as directed by such Mortgagor and as set forth in the related Note.

Section 8.3. Sub-Servicing Agreements Between Servicer and Sub-Servicers. The Servicer may enter into Sub-Servicing Agreements for any servicing and administration of Mortgage Loans with any institution which is in compliance with the laws of each state necessary to enable it to perform its obligations under such Sub-Servicing Agreement and which is acceptable to the Certificate Insurer and is experienced in serving loans of a type similar to the Mortgage Loans and has equity of at least \$2,500,000, as determined in accordance with generally accepted accounting principles. The Servicer shall give notice to the Certificate Insurer, the Trustee, Moody's and S&P of the appointment of any Sub-Servicer and shall furnish to the Certificate Insurer, the Trustee, Moody's and S&P a copy of the Sub-Servicing Agreement. For purposes of this Agreement, the Servicer shall be deemed to have received payments on Mortgage Loans

when any Sub-Servicer has received such payments. Any such Sub-Servicing Agreement shall be consistent with and not violate the provisions of this Agreement. Any such Sub-Servicing Agreement may be terminated by the Trustee with the written consent of the Certificate Insurer (which consent shall not be unreasonably withheld), provided that the Servicer has been terminated hereunder. As of the Startup Day the only Sub-Servicer is Transworld Mortgage Corporation.

Section 8.4. Successor Sub-Servicers. Each Sub-Servicing Agreement shall expressly provide that the Servicer may terminate any Sub-Servicing Agreement in accordance with the terms and conditions of such Sub-Servicing Agreement and either directly service the related Mortgage Loans itself or enter into a Sub-Servicing Agreement with a successor Sub-Servicer that qualifies under Section 8.3. The Trustee shall have no duty or obligation to monitor or supervise the performance of any Sub-Servicer.

Section 8.5. Liability of Servicer. The Servicer shall not be relieved of its obligations under this Agreement notwithstanding any Sub-Servicing Agreement or any of the provisions of this Agreement relating to agreements or arrangements between the Servicer and a Sub-Servicer or otherwise, and the Servicer shall be obligated to the same extent and under the same terms and conditions as if it alone were servicing and administering the Mortgage Loans. The Servicer shall be entitled to enter into any agreement with a Sub-Servicer for indemnification of the Servicer by such Sub-Servicer and nothing contained in such Sub-Servicing Agreement shall be deemed to limit or modify this Agreement. The Trust shall have no liability to the Servicer except for payment of the Servicing Fee and reimbursement of Delinquency Advances and Servicing Advances as expressly contemplated in this Agreement. The Trust shall have no obligation to indemnify the Servicer for costs or expenses, except with respect to the preceding sentence. The Trust shall not indemnify the Servicer for any losses due to the Servicer's negligence.

Section 8.6. No Contractual Relationship Between Sub-Servicer and Trustee or the Owners. Any Sub-Servicing Agreement 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 the Servicer alone and the Certificate Insurer, the Trustee and the Owners shall not be deemed parties thereto and shall have no claims, rights, obligations, duties or liabilities with respect to any Sub-Servicer except as set forth in Section 8.7.

Section 8.7. Assumption or Termination of Sub-Servicing Agreement by Trustee. In connection with the assumption of the responsibilities, duties and liabilities and of the authority, power and rights of the Servicer hereunder by the Trustee pursuant to Section 8.20, the Servicer's rights and obligations under any Sub-Servicing Agreement then in force between the Servicer and a Sub-Servicer may be assumed or terminated by the Trustee at the Trustee's option, in each case after consultation with the Certificate Insurer.

The Servicer shall, upon request of the Trustee, but at the expense of the Servicer, deliver to the assuming party documents and records relating to each Sub-Servicing Agreement and an accounting of amounts collected and held by it and otherwise use its best reasonable efforts to effect the orderly and efficient transfer of the Sub-Servicing Agreements to the assuming party.

Section 8.8. Principal and Interest Account.

(a) The Servicer and/or each Sub-Servicer shall establish in the name of the Trust for the benefit of the Owners of the Certificates and the Certificate Insurer and maintain at one or more Designated Depository Institutions the Principal and Interest Account.

Subject to Subsection (c) below, the Servicer and any Sub-Servicer shall deposit all receipts related to the Mortgage Loans to the Principal and Interest Account on a daily basis (but no later than the second Business Day after receipt).

On the Startup Day, the Sponsor and/or the Servicer shall deposit to the Principal and Interest Account all payments of principal and interest due and received, and all Prepayments received after the Cut-Off Date.

(b) All funds in the Principal and Interest Account may only be held (i) uninvested, up to the limits insured by the FDIC or (ii) invested in Eligible Investments. The Principal and Interest Account shall be held in trust in the name of the Trust and for the benefit of the Owners of the Certificates and the Certificate Insurer. Any investment earnings on funds held in the Principal and Interest Account shall be for the account of the Servicer and may only be withdrawn from the Principal and Interest Account by the Servicer immediately following the remittance of the Monthly Remittance Amounts by the Servicer. Any references herein to amounts on deposit in the Principal and Interest Account shall refer to amounts net of such investment earnings. The amount of any losses on investments in the Principal and Interest Account, to the extent not offset by earnings on other investments held therein, shall be deposited in the Principal and Interest Account by the Servicer promptly upon the recognition of such net losses.

(c) The Servicer shall deposit to the Principal and Interest Account all payments of principal and interest (including Prepaid Installments) due after the Cut-Off Date, and all payments of principal collected after the Cut-Off Date, any Prepayments and Net Liquidation Proceeds, all Loan Purchase Prices and Substitution Amounts received or paid by the Servicer with respect to the Mortgage Loans, other recoveries or amounts related to the Mortgage Loans received by the Servicer, Compensating Interest and Delinquency Advances together with any amounts which are reimbursable from the Principal and Interest Account, amounts on account of net investment losses and any condemnation proceeds, but net of (i) the Servicing Fee with respect to each Mortgage Loan and other servicing compensation to the Servicer as permitted by Section 8.15 hereof, and (ii) Net Liquidation Proceeds to the extent such Net Liquidation Proceeds

exceed the sum of (A) the Loan Balance of the related Mortgage Loan plus (B) accrued and unpaid interest on such Mortgage Loan at the Coupon Rate (net of any Servicing Fee) to the date of such liquidation. Amounts described in clause (ii) of the preceding sentence shall be retained by the Servicer as additional servicing compensation or paid over to the related Mortgagor if required by law.

(d)(i) The Servicer may make withdrawals from the Principal and Interest Account only for the following purposes:

- (A) to effect the timely remittance to the Trustee of the Monthly Remittance Amounts due on each Remittance Date;
- (B) to reimburse itself pursuant to Section 8.9 hereof for any unreimbursed Reimbursable Advances;
- (C) to withdraw investment earnings on amounts on deposit in the Principal and Interest Account;
- (D) to withdraw amounts that have been deposited to the Principal and Interest Account in error; and
- (E) to clear and terminate the Principal and Interest Account following the termination of the Trust pursuant to Article IX.

(ii) On each Remittance Date, the Servicer shall send to the Trustee a report, in print and/or electronic form, detailing the payments on the Mortgage Loans during the prior Remittance Period. Such report shall be in the form and have the specifications as may be agreed to between the Servicer and the Trustee from time to time. The Trustee shall have no duty or obligation with respect to the accuracy of the information contained in the report referred to in this Section 8.8(d)(ii).

(iii) On each Remittance Date, the Servicer shall remit to the Trustee by wire transfer, or otherwise make funds available in immediately available funds all amounts then on deposit in the Principal and Interest Account which relate to collections on or with respect to the Mortgage Loans with respect to the immediately preceding Remittance Period, including the amount of any Delinquency Advance, any Compensating Interest, Loan Purchase Prices and Substitution Amounts; such amount being the "Monthly Remittance Amount."

(iv) On or before each Remittance Date, the Servicer will provide to the Trustee a computer tape or electronic transmission containing servicing information regarding the Mortgage Loans as of the end of the prior month. The Trustee shall have no duty or obligation with respect to the accuracy of the information contained in the computer tape or electronic transmission referred to in this Section 8.8(d)(iv).

(e) The Servicer shall furnish the Trustee monthly statements of the Principal and Interest Account, if it is not held by the Trustee.

(f) Notwithstanding any other provisions of this Agreement, the Servicer shall be entitled to reimburse itself for any previously unreimbursed expense otherwise reimbursable pursuant to the terms of this Agreement, including but not limited to any Delinquency Advance, any Servicing Advance, and any Liquidation Expense, that the Servicer determines (as evidenced by an Officer's Certificate) to be otherwise nonrecoverable by withdrawal from the Principal and Interest Account of amounts on deposit therein attributable to any of the Mortgage Loans on any Business Day prior to the Payment Date succeeding the date of any such determination.

Section 8.9. Delinquency Advances, Compensating Interest and Servicing Advances. (a) On each Remittance Date the Servicer shall make a Delinquency Advance with respect to delinquent interest on each Mortgage Loan which was a Delinquent Mortgage Loan with respect to the related Remittance Period; provided, however, that the Servicer will not be required to make any Delinquency Advance if it determines that such Delinquency Advance would be an Unrecoverable Delinquency Advance.

The Servicer shall be permitted to reimburse itself for any Delinquency Advance from any subsequent collections or recoveries on the Mortgage Loans. If not theretofore recovered by the Servicer, Delinquency Advances shall be recoverable pursuant to Section 7.5(b)(v) hereof.

(b) On or prior to each Remittance Date, the Servicer shall deposit in the Principal and Interest Account with respect to any full or partial Prepayment received on a Mortgage Loan during the related Remittance Period, out of its own funds without any right of reimbursement therefor, an amount equal to the difference between (x) 30 days' interest at the related Coupon Rate less the Servicing Fee Rate on the Loan Balance of such Mortgage Loan as of the first day of the related Remittance Period and (y) to the extent not previously advanced, the interest (less the Servicing Fee) actually paid by the Mortgagor with respect to the Mortgage Loan during such Remittance Period (any such amount paid by the Servicer, "Compensating Interest"). The Servicer shall in no event be required to pay Compensating Interest with respect to any Remittance Period in an amount in excess of the aggregate Servicing Fee received by the Servicer with respect to all Mortgage Loans for the related Remittance Period.

(c) The Servicer will pay all reasonable and customary "out-of-pocket" costs and expenses (including reasonable legal fees) incurred in the performance of its servicing obligations, including, but not limited to, the cost of (i) Preservation Expenses, (ii) any enforcement or judicial proceedings, including foreclosures, (iii) the management and liquidation of REO Property (including without limitation realtor's commissions), and (iv) advances made for taxes, insurance and other charges against the Property, each such expenditure under clauses (i) - (iv) constituting a Servicing Advance, but the Servicer is only required to pay such costs and expenses to the extent the Servicer reasonably

believes such costs and expenses will increase Net Liquidation Proceeds on the related Mortgage Loan. Each such amount so paid will constitute a "Servicing Advance".

The Servicer may recover Servicing Advances from the Mortgagors to the extent permitted by the Mortgage Loans and from Net Liquidation Proceeds, condemnation proceeds or other insurance proceeds with respect to the related Mortgage Loan.

Section 8.10. Purchase of Mortgage Loans. The Servicer may, but is not obligated to, purchase for its own account any Mortgage Loan which becomes Delinquent, in whole or in part, as to four consecutive monthly installments or any Mortgage Loan as to which enforcement proceedings have been brought by the Servicer or by any Sub-Servicer pursuant to Section 8.13. Any such Loan so purchased shall be purchased by the Servicer on a Remittance Date at a purchase price equal to the Loan Purchase Price thereof, which purchase price shall be deposited in the Certificate Account simultaneously with the purchase of such Mortgage Loan.

Section 8.11. Maintenance of Insurance. (a) The Servicer shall cause to be maintained with respect to each Mortgage Loan a hazard insurance policy with a generally acceptable carrier licensed in the state in which the Property is located that provides for fire and extended coverage, and which provides for a recovery by the Servicer on behalf of the Trust of insurance proceeds relating to such Mortgage Loan in an amount not less than the least of (i) the outstanding Loan Balance of the Mortgage Loan, (ii) the minimum amount required to compensate for damage or loss on a replacement cost basis and (iii) the full insurable value of the premises but in any event in an amount not less than such amount as is necessary to avoid the application of any coinsurance clause contained in the related insurance policy. No amounts advanced by the Servicer for force-placed insurance shall be added to the Loan Balance of a Mortgage Loan for any purpose under this Agreement.

(b) If the Mortgage Loan at the time of origination relates to a Property in an area identified in the Federal Register by the Federal Emergency Management Agency as having special flood hazards, the Servicer will cause to be maintained with respect thereto a flood insurance policy in a form meeting the requirements of the current guidelines of the Federal Insurance Administration with a generally acceptable carrier in an amount representing coverage, and which provides for a recovery by the Servicer on behalf of the Trust of insurance proceeds relating to such Mortgage Loan of not less than the least of (i) the outstanding Loan Balance of the Mortgage Loan, (ii) the minimum amount required to compensate for damage or loss on a replacement cost basis and (iii) the maximum amount of insurance that is available under the Flood Disaster Protection Act of 1973. The Servicer shall indemnify the Trust and the Certificate Insurer out of the Servicer's own funds for any loss to the Trust and the Certificate Insurer resulting from the Servicer's failure to maintain the insurance required by this Section.

(c) In the event that the Servicer shall obtain and maintain a blanket policy from an insurer rated at least "A:X" or better in Best's Key Rating Guide insuring against fire, flood and hazards of extended coverage on all of the Mortgage Loans, then, to the extent such policy names the Servicer as loss payee and provides coverage in an amount equal to the aggregate unpaid principal balance on the Mortgage Loans without co-insurance, and otherwise complies with the requirements of this Section 8.11, the Servicer shall be deemed conclusively to have satisfied its obligations with respect to fire and hazard insurance coverage under this Section 8.11, it being understood and agreed that such blanket policy may contain a deductible clause, in which case the Servicer shall, in the event that there shall not have been maintained on the related Property a policy complying with the preceding paragraphs of this Section 8.11, and there shall have been a loss which would have been covered by such policy, deposit in the Principal and Interest Account from the Servicer's own funds the difference, if any, between the amount that would have been payable under a policy complying with the preceding paragraphs of this Section 8.11 and the amount paid under such blanket policy, including the amount in the deductible clause. Upon the request of the Trustee or the Certificate Insurer, the Servicer shall cause to be delivered to the Trustee or the Certificate Insurer, a certified true copy of such policy.

Section 8.12. Due-on-Sale Clauses; Assumption and Substitution Agreements. When a Property has been or is about to be conveyed by the Mortgagor, the Servicer shall, to the extent it has knowledge of such conveyance or prospective conveyance, exercise its rights to accelerate the maturity of the related Mortgage Loan under any "due-on-sale" clause contained in the related Mortgage or Note; provided, however, that the Servicer shall not exercise any such right if (i) the "due-on-sale" clause, in the reasonable belief of the Servicer, is not enforceable under applicable law or (ii) the Servicer reasonably believes that to permit an assumption of the Mortgage Loan would not materially and adversely affect the interest of the Owners or of the Certificate Insurer and the Certificate Insurer provides its prior written consent. In such event, the Servicer shall enter into an assumption and modification agreement with the person to whom such Property has been or is about to be conveyed, pursuant to which such person becomes liable under the Note and, unless prohibited by such Note or applicable law, the Mortgagor remains liable thereon. If the foregoing is not permitted under applicable law, the Servicer is authorized to enter into a substitution of liability agreement with such person, pursuant to which the original Mortgagor is released from liability and such person is substituted as Mortgagor and becomes liable under the Note; provided, however, that any such substitution of liability agreement must be delivered by the Servicer pursuant to its usual procedures for mortgage loans held in its own portfolio and the Servicer shall, prior to executing and delivering such agreement, obtain the prior written consent of the Certificate Insurer. The Mortgage Loan, as assumed, shall conform in all respects to the requirements, representations and warranties of this Agreement and any related agreement. The Servicer shall notify the Trustee that any such assumption or substitution agreement has been completed by forwarding to the Trustee the original copy of such assumption or substitution agreement, which copy shall be added by the Trustee to the related File and which shall, for all purposes, be considered a part of such File to

the same extent as all other documents and instruments constituting a part thereof. The Servicer shall be responsible for recording any such assumption or substitution agreements. In connection with any such assumption or substitution agreement, the required monthly payment on the related Mortgage Loan shall not be changed but shall remain as in effect immediately prior to the assumption or substitution, the stated maturity or outstanding principal amount of such Mortgage Loan shall not be changed, the Coupon Rate shall not be changed nor shall any required monthly payments of principal or interest be deferred or forgiven. Any fee collected by the Servicer or the Sub-Servicer for consenting to any such conveyance or entering into an assumption or substitution agreement shall be retained by or paid to the Servicer as additional servicing compensation.

Notwithstanding the foregoing paragraph or any other provision of this Agreement, the Servicer shall not be deemed to be in default, breach or any other violation of its obligations hereunder by reason of any assumption of a Mortgage Loan by operation of law or any assumption which the Servicer may be restricted by law from preventing, for any reason whatsoever.

Section 8.13. Realization Upon Defaulted Mortgage Loans. (a) The Servicer shall foreclose upon or otherwise comparably effect the ownership on behalf of the Trust of Properties relating to defaulted Mortgage Loans as to which no satisfactory arrangements can be made for collection of Delinquent payments and which the Servicer has not purchased pursuant to Section 8.10, unless the Servicer reasonably believes as evidenced by an Officer's Certificate that Net Liquidation Proceeds with respect to such Mortgage Loan would not be increased as a result of such foreclosure or other action, in which case such Mortgage Loan will be charged-off and will become a Liquidated Loan. The Servicer shall have no obligation to purchase any property at any foreclosure sale. The Servicer will give notice of any such charge-off to the Certificate Insurer and each of Moody's and S&P by delivery of a Liquidation Report in the form attached as Exhibit J hereto. In connection with such foreclosure or other conversion, the Servicer shall exercise such of the rights and powers vested in it hereunder, and use the same degree of care and skill in their exercise or use, as prudent mortgage lenders would exercise or use under the circumstances in the conduct of their own affairs, including, but not limited to, advancing funds for the payment of taxes, amounts due with respect to Senior Liens, and insurance premiums. Any amounts so advanced shall constitute "Servicing Advances" within the meaning of Section 8.9(c) hereof.

The Servicer shall sell any REO Property within 23 months of its acquisition by the Trust, unless the Servicer obtains for the Trustee an opinion of counsel experienced in federal income tax matters, addressed to the Trustee, the Certificate Insurer and the Servicer, to the effect that the holding by the Trust of such REO Property for any greater period will not result in the imposition of taxes on "Prohibited Transactions" of the REMIC Trust as defined in Section 860F of the Code or cause the Trust to fail to qualify as a REMIC under the REMIC Provisions at any time that any Certificates are

outstanding, in which case the Servicer shall sell any REO Property by the end of any extended period specified in any such opinion.

Notwithstanding the generality of the foregoing provisions, the Servicer shall manage, conserve, protect and operate each REO Property for the Owners solely for the purpose of its prompt disposition and sale in a manner which does not cause such REO Property to fail to qualify as "foreclosure property" within the meaning of Section 860G(a)(8) of the Code or result in the receipt by the REMIC Trust of any "income from non-permitted assets" within the meaning of Section 860F(a)(2)(B) of the Code or any "net income from foreclosure property" which is subject to taxation under the REMIC Provisions. Pursuant to its efforts to sell such REO Property, the Servicer shall either itself or through an agent selected by the Servicer protect and conserve such REO Property in the same manner and to such extent as is customary in the locality where such REO Property is located and may, incident to its conservation and protection of the interests of the Owners, rent the same, or any part thereof, as the Servicer deems to be in the best interest of the Owners for the period prior to the sale of such REO Property.

The Servicer shall take into account the existence of any hazardous substances, hazardous wastes or solid wastes, as such terms are defined in the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act of 1976, or other federal, state or local environmental legislation, on a Property in determining whether to foreclose upon or otherwise comparably convert the ownership of such Property. To the extent that the Servicer has actual knowledge of any such substance or waste, it shall consult with the Certificate Insurer and the Trustee regarding the appropriate course of action. The Servicer shall not institute foreclosure actions with respect to a property containing substance or waste as described above if it reasonably believes that such action would not be consistent with its servicing standards, and in no event shall the Servicer manage, operate or take any other action with respect thereto which the Servicer in good faith believes will result in "clean-up" or other liability under applicable law. The net income from the rental or sale of a REO property shall be deposited in the Principal and Interest Account within two (2) Business Days after receipt thereof by the Servicer.

(b) The Servicer shall determine, with respect to each defaulted Mortgage Loan, when it has recovered, whether through trustee's sale, foreclosure sale or otherwise, all amounts it expects to recover from or on account of such defaulted Mortgage Loan, whereupon such Mortgage Loan shall become a "Liquidated Loan".

Section 8.14. Trustee to Cooperate; Release of Files. (a) Upon the payment in full of any Mortgage Loan (including the repurchase of any Mortgage Loan or any liquidation of such Mortgage Loan through foreclosure or otherwise), or the receipt by the Servicer of a notification that payment in full will be escrowed in a manner customary for such purposes, the Servicer shall deliver to the Trustee a Servicer's Trust Receipt. Upon receipt of such Servicer's Trust Receipt, the Trustee shall promptly release the related File, in trust to (i) the Servicer, (ii) an escrow agent or (iii) any employee,

agent or attorney of the Trustee, in each case pending its release by the Servicer, such escrow agent or such employee, agent or attorney of the Trustee, as the case may be. Upon any such payment in full, or the receipt of such notification that such funds have been placed in escrow, the Servicer is authorized to give, as attorney-in-fact for the Trustee and the mortgagee under the Mortgage which secured the Note, an instrument of satisfaction (or assignment of Mortgage without recourse) regarding the Property relating to such Mortgage, which instrument of satisfaction or assignment, as the case may be, shall be delivered to the Person or Persons entitled thereto against receipt therefor of payment in full. No expense incurred in connection with such instrument of satisfaction or assignment, as the case may be, shall be chargeable to the Principal and Interest Account. In lieu of executing any such satisfaction or assignment, as the case may be, the Servicer may prepare and submit to the Trustee, a satisfaction (or assignment without recourse, if requested by the Person or Persons entitled thereto) in form for execution by the Trustee with all requisite information completed by the Servicer; in such event, the Trustee shall execute and acknowledge such satisfaction or assignment, as the case may be, and deliver the same with the related File, as aforesaid. In connection with a foreclosure, the Servicer may prepare and submit to the Trustee an assignment of mortgage to the Servicer, in form for execution by the Trustee with all requisite information completed by the Servicer; in such event, the Trustee shall execute and acknowledge such assignment, and deliver the same with the related File to the Servicer.

(b) From time to time and as appropriate in the servicing of any Mortgage Loan, including, without limitation, foreclosure or other comparable conversion of a Mortgage Loan or collection under any applicable Insurance Policy, the Trustee shall (except in the case of the payment or liquidation pursuant to which the related File is released to an escrow agent or an employee, agent or attorney of the Trustee), upon request of the Servicer and delivery to the Trustee of a Servicer's Trust Receipt, release the related File to the Servicer and shall execute such documents as shall be reasonably necessary to the prosecution of any such proceedings, including, without limitation, an assignment without recourse of the related Mortgage to the Servicer; provided that there shall not, without the prior written consent of the Certificate Insurer, be released and unreturned at any one time more than 10% of the entire number of Files then on deposit with the Trustee. Such receipt by the Servicer shall obligate the Servicer to return the File to the Trustee when the need therefor by the Servicer no longer exists unless the Mortgage Loan shall be liquidated, in which case, upon receipt of the liquidation information, in physical or electronic form, the Servicer's Trust Receipt shall be released by the Trustee to the Servicer.

(c) In all cases where the Servicer determines that it is necessary for the Trustee to sign any document or to authorize the release of a File within a limited period of time, the Servicer shall notify an Authorized Officer of the Trustee by telephone or facsimile transmission of such need and the Trustee shall thereupon use its best efforts to comply with the Servicer's needs, but in any event will comply within two Business Days of such request with respect to the release of a File or the execution of a release or

assignment provided such request shall be received by 12:00 noon on the second Business Day prior to such release, execution or assignment.

Section 8.15. Servicing Compensation. As compensation for its activities hereunder, the Servicer shall be entitled to retain the amount of the Servicing Fee from the interest collections with respect to each Mortgage Loan. Additional servicing compensation in the form of prepayment charges, release fees, bad check charges, assumption fees, late payment charges, or any other servicing-related fees, Net Liquidation Proceeds not required to be deposited in the Principal and Interest Account pursuant to Section 8.8(c), and similar items may, to the extent collected from Mortgagors, be retained by the Servicer.

The Servicer may not sell, pledge or transfer its right to the Servicing Fee or any servicing compensation, under this Agreement (in whole or in part), except to a successor servicer hereunder, without the consent of the Certificate Insurer. Any pledge of the Servicing Fee hereunder shall be expressly subordinate to the rights of the Trustee under this Agreement.

Section 8.16. Annual Statement as to Compliance. The Servicer, at its own expense, will deliver to the Trustee, Certificate Insurer, S&P and Moody's, on or before the last day of April of each year, commencing in 1996, an Officer's Certificate stating, as to each signer thereof, that (i) a review of the activities of each of the Servicer and the Sub-Servicer during such preceding calendar year and of performance under this Agreement has been made under such officers' supervision, and (ii) to the best of such officers' knowledge, based on such review, each of the Servicer and the Sub-Servicer has fulfilled all its obligations under this Agreement for such year, or, if there has been a default in the fulfillment of all such obligations, specifying each such default known to such officers and the nature and status thereof including the steps being taken by the Servicer or the Sub-Servicer as applicable, to remedy such defaults. Any Sub-Servicer which is not a Servicer Affiliate shall also deliver an annual statement as to compliance in the form described above or the Servicer shall cover such Sub-Servicer's performance in its own statement. These statements shall be available to Owners upon written request.

Section 8.17. Annual Independent Certified Public Accountants' Reports: Annual Financial Statements of the Sub-Servicer. (a) On or before the last day of April of each year, commencing in 1996, the Sub-Servicer, at its own expense, shall cause to be delivered to the Trustee, the Certificate Insurer, S&P and Moody's a letter or letters of a firm of independent, nationally recognized certified public accountants reasonably acceptable to the Certificate Insurer stating that such firm has, with respect to the Sub-Servicer's overall servicing operations (i) performed applicable tests in accordance with the compliance testing procedures as set forth in Appendix 3 of the Audit Guide for Audits of HUD Approved Nonsupervised Mortgagees or (ii) examined such operations in accordance with the requirements of the Uniform Single Audit Program for Mortgage Bankers, and in either case stating such firm's conclusions relating thereto.

(b) The Servicer shall furnish or caused to be furnished to the Trustee as soon as available, and in any event within 90 days after the close of each fiscal year of the Servicer, the audited balance sheet of the Servicer and the audited profit and loss statement and statement of cash flows of the Servicer for such year, all in reasonable detail and stating in comparative form the respective figures for the corresponding date and period in the preceding year, prepared in accordance with generally accepted accounting principles, consistently applied, and accompanied by the certificate of the Servicer's independent accountants (who shall be a nationally recognized firm).

(c) The Trustee shall have no duty or obligation with respect to the information provided pursuant to this Section 8.17.

Section 8.18. Access to Certain Documentation and Information Regarding the Mortgage Loans. The Servicer shall provide to the Trustee, the Certificate Insurer and the supervisory agents and examiners of each of the foregoing access to the documentation regarding the Mortgage Loans required by applicable state and federal regulations, such access being afforded without charge but only upon reasonable request and during normal business hours at the offices of the Servicer designated by it.

Upon any change in the format of the computer diskette or other form of report maintained by the Servicer in respect of the Mortgage Loans, the Servicer shall deliver a copy of such new format to the Trustee.

Section 8.19. Assignment of Agreement. The Servicer may not assign its obligations under this Agreement, in whole or in part, unless it shall have first obtained the written consent of the Trustee and Certificate Insurer, which such consent shall not be unreasonably withheld; provided, however, that any assignee must meet the eligibility requirements set forth in Section 8.20(g) hereof for a successor servicer. Notice of any such assignment shall be given by the Servicer to the Trustee, the Certificate Insurer and Moody's.

Section 8.20. Removal of Servicer; Resignation of Servicer. (a) The Certificate Insurer (or, with the consent of the Certificate Insurer, the Majority Owners) may remove the Servicer upon the occurrence of any of the following events (each, an "Event of Default"); provided in the event of an Event of Default pursuant to clauses (ix), (x) or (xi) below, the Certificate Insurer may consider whether such Event of Default is related to the Servicer's performance, the credit quality of the Mortgage Loans or economic conditions beyond the control of the Servicer:

(i) The Servicer shall (A) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian or similar entity with respect to itself or its property, (B) admit in writing its inability to pay its debts generally as they become due, (C) make a general assignment for the benefit of creditors, (D) be adjudicated a bankrupt or insolvent, (E) commence a voluntary case under the federal bankruptcy laws of the United States of America or file a voluntary

petition or answer seeking reorganization, an arrangement with creditors or an order for relief or seeking to take advantage of any insolvency law or file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding or (F) cause corporate action to be taken by it for the purpose of effecting any of the foregoing; or

(ii) If without the application, approval or consent of the Servicer, a proceeding shall be instituted in any court of competent jurisdiction, under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking in respect of the Servicer an order for relief or an adjudication in bankruptcy, reorganization, dissolution, winding up, liquidation, a composition or arrangement with creditors, a readjustment of debts, the appointment of a trustee, receiver, conservator, liquidator or custodian or similar entity with respect to the Servicer or of all or any substantial part of its assets, or other like relief in respect thereof under any bankruptcy or insolvency law, and, if such proceeding is being contested by the Servicer in good faith, the same shall (A) result in the entry of an order for relief or any such adjudication or appointment or (B) continue undismissed or pending and unstayed for any period of thirty (30) consecutive days; or

(iii) The Servicer shall fail to perform any one or more of its obligations hereunder (other than its obligations referenced in clauses (vi) and (vii) below) and shall continue in default thereof for a period of thirty (30) days after the earlier to occur of (x) the date on which an Authorized Officer of the Servicer knows or reasonably should know of such failure or (y) receipt by the Servicer of a written notice from the Trustee, any Owner, the Sponsor or the Certificate Insurer of said failure; or

(iv) The Servicer shall fail to cure any breach of any of its representations and warranties set forth in Section 3.2 which materially and adversely affects the interests of the Owners or Certificate Insurer for a period of thirty (30) days after the earlier of (x) the date on which an Authorized Officer of the Servicer knows or reasonably should know of such breach or (y) receipt by the Servicer of a written notice from the Trustee, any Owner, the Sponsor or the Certificate Insurer of such breach; or

(v) If the Certificate Insurer pays out any money under the Certificate Insurance Policy, or if the Certificate Insurer otherwise funds any shortfall with its own money, because the amounts available to the Trustee (other than from the Certificate Insurer) are insufficient to make required distributions on the Class A Certificates; or

(vi) The failure by the Servicer to make any required Servicing Advance for a period of 30 days following the earlier of (x) the date on which an Authorized Officer of the Servicer knows or reasonably should know of such

failure or (y) receipt by the Servicer of a written notice from the Trustee, any Owner, the Sponsor or the Certificate Insurer of such failure; or

(vii) The failure by the Servicer to make any required Delinquency Advance, to pay any Compensating Interest or to pay over any Monthly Remittance Amount or other amounts required to be remitted by the Servicer pursuant to this Agreement; or

(viii) If on any Payment Date the net worth of the Servicer is less than \$10,000,000, as determined in accordance with generally accepted accounting principals; or

(ix) If (a) on any Payment Date occurring before April 1, 1997, the Rolling Three Month Delinquency Rate (including all foreclosures and REO Properties) exceeds 4.00_%, (b) on any Payment Date on or after April 1, 1997 and before April 1, 1998, the Rolling Three Month Delinquency Rate (including all foreclosures and REO Properties) exceeds 5.00_%, (c) on any Payment Date on or after April 1, 1998 and before April 1, 1999, the Rolling Three Month Delinquency Rate (including all foreclosures and REO Properties) exceeds 6.50%, (d) on any Payment Date on or after April 1, 1999 and before April 1, 2000, the Rolling Three Month Delinquency Rate (including all foreclosures and REO Properties) exceeds 8.00%, or (e) on any Payment Date on or after April 1, 2000, the Rolling Three Month Delinquency Rate (including all foreclosures and REO Properties) exceeds 12.00%; or

(x) If on any Payment Date occurring in December of any year, commencing in December 1996, the aggregate Cumulative Loss Amounts over the prior twelve month period exceed 1.05% of the average Aggregate Loan Balance as of the close of business on the last day of each of the twelve preceding Remittance Periods; or

(xi) If (a) on any Payment Date occurring before April 1, 1997, the Cumulative Loss Amount exceeds 1.30%, (b) on any Payment Date on or after April 1, 1997 and before April 1, 1998, the Cumulative Loss Amount exceeds 1.65%, (c) on any Payment Date on or after April 1, 1998 and before April 1, 1999, the Cumulative Loss Amount exceeds 2.10%, (d) on any Payment Date on or after April 1, 1999 and before April 1, 2000, the Cumulative Loss Amount exceeds 2.60%, or (e) on any Payment Date on or after April 1, 2000, the Cumulative Loss Amount exceeds 3.15%; or

(xii) The Certificate Insurer determines that the performance of the Servicer (or any Sub-Servicer) is not in compliance with the Servicing Standards, which non-compliance is reasonably likely to have a material adverse effect on the servicing of the Mortgage Loans; or

(xiii) The Servicer shall enter into any merger, consolidation or other corporate transaction pursuant to which (x) the Servicer is not the surviving entity, (y) the long-term unsecured debt rating of the surviving entity is below investment grade or (z) the Certificate Insurer determines that the servicing capabilities of such surviving entity as successor Servicer could materially adversely affect the servicing of the Mortgage Loans;

provided, however, that (A) prior to any removal of the Servicer pursuant to clauses (iii) and (iv), the Certificate Insurer, in its sole discretion, may extend the 30-day cure period upon the Servicer's prompt and diligent pursuit of such cure, (B) prior to any removal of the Servicer pursuant to clauses (iii), (iv) and (vi) of this Section 8.20(a), any applicable grace period granted by any such clause shall have expired prior to the time such occurrence shall have been remedied and (C) in the event of the refusal or inability of the Servicer to comply with its obligations described in clause (vii) above, such removal shall be effective (without the requirement of any action on the part of the Sponsor the Certificate Insurer or of the Trustee) at 4 p.m. New York City time on the second Business Day following the day on which the Trustee or the Certificate Insurer notifies an Authorized Officer of the Servicer that a required amount described in clause (vii) above has not been received by the Trustee, unless the required amount described in clause (vii) above is paid by the Servicer prior to such time. Upon the Trustee's obtaining actual knowledge that a required amount described in clause (vii) above has not been made by the Servicer, the Trustee shall so notify an Authorized Officer of the Servicer, the Certificate Insurer and each of Moody's and S&P as soon as is reasonably practical.

(b) The Servicer shall not resign from the obligations and duties hereby imposed on it, except upon determination that its duties hereunder are no longer permissible under applicable law or are in material conflict by reason of applicable law with any other activities carried on by it, the other activities of the Servicer so causing such a conflict being of a type and nature carried on by the Servicer at the date of this Agreement. Any such determination permitting the resignation of the Servicer shall be evidenced by an opinion of counsel to such effect which shall be delivered to the Trustee, the Sponsor and the Certificate Insurer.

(c) No removal or resignation of the Servicer shall become effective until the Trustee or a successor servicer shall have assumed the Servicer's responsibilities and obligations in accordance with this Section.

(d) Upon removal or resignation of the Servicer, the Servicer also shall promptly deliver or cause to be delivered to a successor servicer or the Trustee all the books and records (including, without limitation, records kept in electronic form) that the Servicer has maintained for the Mortgage Loans, including all tax bills, assessment notices, insurance premium notices and all other documents as well as all original documents then in the Servicer's possession.

(e) Any collections received by the Servicer after removal or resignation shall be endorsed by it to the Trustee and remitted directly and immediately to the Trustee or the successor Servicer.

(f) Upon removal or resignation of the Servicer, the Trustee shall act as the successor Servicer. If, at the time the Servicer is removed or resigns, the Trustee is unable to act as successor Servicer, then the Trustee (x) may solicit bids for a successor Servicer as described below, and (y) pending the appointment of a successor Servicer as a result of soliciting such bids, shall serve as Servicer. The Trustee shall, if it is unable to obtain a qualifying bid and is prevented by law from acting as Servicer, appoint, or petition a court of competent jurisdiction to appoint, any housing and home finance institution, bank or mortgage servicing institution which is acceptable to the Certificate Insurer and is experienced in servicing loans of a type similar to the Mortgage Loans and has equity of not less than \$10,000,000, as determined in accordance with generally accepted accounting principles, and acceptable to the Certificate Insurer as the successor to the Servicer hereunder in the assumption of all or any part of the responsibilities, duties or liabilities of the Servicer hereunder.

The compensation of any successor servicer (including, without limitation, the Trustee) so appointed shall be the aggregate Servicing Fees, together with the other servicing compensation in the form of assumption fees, late payment charges or otherwise as provided in Section 8.15.

(g) In the event the Trustee solicits bids as provided above, the Trustee shall solicit, by public announcement, bids from housing and home finance institutions, banks and mortgage servicing institutions meeting the qualifications set forth above. Such public announcement shall specify that the successor Servicer shall be entitled to the full amount of the aggregate Servicing Fees as servicing compensation, together with the other servicing compensation in the form of assumption fees, late payment charges or otherwise as provided in Section 8.15. Within thirty days after any such public announcement, the Trustee shall, with the consent of the Certificate Insurer, negotiate and effect the sale, transfer and assignment of the servicing rights and responsibilities hereunder to the qualified party submitting the highest satisfactory bid. The Trustee shall deduct from any sum received by the Trustee from the successor to the Servicer in respect of such sale, transfer and assignment all costs and expenses of any public announcement and of any sale, transfer and assignment of the servicing rights and responsibilities hereunder. After such deductions, the remainder of such sum shall be paid by the Trustee to the Servicer at the time of such sale, transfer and assignment to the Servicer's successor.

(h) The Trustee and such successor shall take such action, consistent with this Agreement, as shall be necessary to effectuate any such succession, and the Servicer shall bear all the costs of transferring all files and records related to the Mortgage Loans and other reasonable costs necessary to effect such succession. The Servicer agrees to cooperate with the Trustee and any successor Servicer in effecting the termination of the Servicer's servicing responsibilities and rights hereunder and shall promptly provide

the Trustee or such successor Servicer, as applicable, all documents and records reasonably requested by it to enable it to assume the Servicer's functions hereunder and shall promptly also transfer to the Trustee or such successor Servicer, as applicable, all amounts which then have been or should have been deposited in the Principal and Interest Account by the Servicer or which are thereafter received with respect to the Mortgage Loans. Neither the Trustee nor any other successor Servicer shall be held liable by reason of any failure to make, or any delay in making, any distribution hereunder or any portion thereof caused by (i) the failure of the Servicer to deliver, or any delay in delivering, cash, documents or records to it, or (ii) restrictions imposed by any regulatory authority having jurisdiction over the Servicer.

(i) The Trustee or any other successor Servicer, upon assuming the duties of Servicer hereunder, shall immediately make all Delinquency Advances and pay all Compensating Interest which the Servicer has theretofore failed to remit with respect to the Mortgage Loans; provided, however, that if the Trustee is acting as successor Servicer, the Trustee shall only be required to make Delinquency Advances (including the Delinquency Advances described in this clause (j)) if, in the Trustee's reasonable good faith judgment, such Delinquency Advances will ultimately be recoverable from the related Mortgage Loans.

(j) The Servicer which is being removed or is resigning shall give notice to the Mortgagors and to each of Moody's and S&P of the transfer of the servicing to the successor.

(k) Any successor Servicer shall assume all rights and obligations of the predecessor Servicer under this Agreement, except those arising before succession (other than the obligation to make Delinquency Advances) and under Section 3.

(l) If the Servicer is removed pursuant to Section 8.20(a) hereof the Servicer shall remain entitled to reimbursement for Reimbursable Advances to the extent that the related amounts are thereafter recovered with respect to the related Mortgage Loans.

(m) The Certificate Insurer shall respond within five Business Days to any Servicer request for the Certificate Insurer's consent under this Section 8.20, which consent relates to the Servicer's servicing activities.

Section 8.21. Inspections by Certificate Insurer; Errors and Omissions Insurance. (a) At any reasonable time and from time to time upon reasonable notice, the Certificate Insurer, the Trustee, or any agents or representatives thereof may inspect the Servicer's servicing operations and discuss the servicing operations of the Servicer with any of its officers or directors. The costs and expenses incurred by the Servicer or its agents or representatives in connection with any such examinations or discussions shall be paid by the Servicer.

(b) The Servicer agrees to maintain (and to cause each Sub-Servicer to maintain) errors and omissions coverage and a fidelity bond, each at least to the extent generally maintained by prudent mortgage loan servicers having servicing portfolios of a similar size.

Section 8.22. Merger, Conversion, Consolidation or Succession to Business of Servicer. Any corporation into which the Servicer may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Servicer shall be a party, or any corporation succeeding to all or substantially all of the business of the Servicer, shall be the successor of the Servicer hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto, provided (x) that such corporation meets the qualifications set forth in Section 8.20(g) and (y) that any successor Servicer must meet the qualifications set forth in Section 8.20(g).

Section 8.23. Financial Statements. The Servicer understands that, in connection with the transfer of the Certificates, Owners may request that the Servicer make available to prospective Owners any quarterly unaudited financial statement of the Servicer for the then-current fiscal year and annual audited financial statements of the Servicer for one or more of the most recently completed five fiscal years for which such statements are available, which request shall not be unreasonably denied. Such financial statements shall also be supplied to the Certificate Insurer and each of Moody's and S&P.

The Servicer also agrees to make available on a reasonable basis to the Sponsor, the Trustee, the Certificate Insurer, any Owner or any prospective Owner a knowledgeable financial or accounting officer for the purpose of answering reasonable questions respecting recent developments affecting the Servicer or Sub-Servicer or the financial statements of the Servicer or Sub-Servicer and to permit the Sponsor, the Trustee, the Certificate Insurer, any Owner or any prospective Owner to inspect the Sub-Servicer's servicing facilities during normal business hours for the purpose of satisfying the Sponsor, the Trustee, the Certificate Insurer, any Owner or such prospective Owner that the Servicer has the ability to service the Mortgage Loans in accordance with this Agreement.

Section 8.24. REMIC. The Servicer covenants and agrees for the benefit of the Owners (i) to take no action which would result in the termination of REMIC status for the Trust, (ii) not to engage in any "prohibited transaction", as such term is defined in Section 860F(a)(2) of the Code and (iii) not to engage in any other action which may result in the imposition of any other taxes under the Code.

Section 8.25. The Designated Depository Institution. The Servicer shall give the Sponsor, the Trustee and the Certificate Insurer (a) at least thirty days' prior written notice of any anticipated change of the Designated Depository Institution at which any Account is maintained and (b) written notice of any change in the ratings of such

Designated Depository Institution of which the Servicer is aware, within two Business Days after discovery.

Section 8.26. Appointment of Custodian. If the Servicer in good faith determines that the Trustee is unable to deliver Files to the Servicer as required pursuant to Section 8.14 hereof, the Servicer shall so notify the Sponsor, the Certificate Insurer, S&P, Moody's and the Trustee, and make request that a custodian acceptable to the Servicer and the Certificate Insurer be appointed to retain custody of the Files on behalf of the Trustee. The Trustee and the Sponsor agree to co-operate reasonably with the Servicer in connection with the appointment of such custodian.

Section 8.27. Indemnification by the Sponsor and Servicer. The Sponsor and Servicer each jointly and severally agrees to indemnify and hold the Trust, harmless against any and all claims, losses, penalties, fines, forfeitures, legal fees and related costs, judgments and any other costs, fees and expenses that the Trust may sustain in any way related to (i) the breach of any representation or warranty made by the Sponsor or the Servicer under this Agreement or the Master Transfer Agreement or (ii) the failure of the Sponsor or the Servicer to perform their respective duties in compliance with the terms of this Agreement or the Master Transfer Agreement. The provisions of this section shall survive the termination of this Agreement and the payment of the outstanding Certificates.

Section 8.28. Retention and Termination of the Servicer. The Servicer hereby covenants and agrees to act as servicer under this Agreement for an initial term commencing on the Startup Day and expiring on May 31, 1996, which term automatically shall be extended for successive terms thereafter of one calendar quarter each (in each case ending on the next succeeding day that is an August 31st, November 30th, February 28th (or 29th) or May 31st, until the occurrence of a Servicing Event of Default).

ARTICLE IX

TERMINATION OF TRUST

Section 9.1. Termination of Trust. The Trust created hereunder and all obligations created by this Agreement will terminate upon the earlier of (i) the payment to the Owners of all Certificates from amounts other than those available under the Certificate Insurance Policy of all amounts held by the Trustee and required to be paid to such Owners pursuant to this Agreement upon the later to occur of (a) the final payment or other liquidation (or any advance made with respect thereto) of the last Mortgage Loan in the Trust Estate or (b) the disposition of all property acquired in respect of any Mortgage Loan remaining in the Trust Estate, (ii) at any time when a Qualified Liquidation of the REMIC Trust is effected as described below or (iii) as described in Section 9.2, 9.3 and 9.4 hereof. To effect a termination of this Agreement pursuant to clause (ii) above, the Owners of all Certificates then Outstanding shall (x)

unanimously direct the Trustee on behalf of the Trust to adopt a plan of complete liquidation for the REMIC Trust, as contemplated by Section 860F(a)(4) of the Code and (y) provide to the Trustee an opinion of counsel experienced in federal income tax matters to the effect that such liquidation constitutes a Qualified Liquidation, and the Trustee either shall sell the Mortgage Loans and distribute the proceeds of the liquidation of the Trust Estate, or shall distribute equitably in kind all of the assets of the Trust Estate to the remaining Owners of the Certificates based on their interests in the Trust, each in accordance with such plan, so that the liquidation or distribution of the Trust Estate, the distribution of any proceeds of the liquidation and the termination of this Agreement occur no later than the close of the 90th day after the date of adoption of the plan of liquidation and such liquidation qualifies as a Qualified Liquidation. In no event, however, will the Trust created by this Agreement continue beyond the expiration of twenty-one (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 United Kingdom, living on the date hereof. The Trustee shall give written notice of termination of the Agreement to each Owner in the manner set forth in Section 11.5.

Section 9.2. Termination Upon Option of Class R Certificate Owners and Servicer. (a) On any Remittance Date on or after the Remittance Date on which the then-outstanding aggregate Loan Balances of the Mortgage Loans in the Trust Estate is less than or equal to ten percent of the sum of the aggregate Loan Balances of all Mortgage Loans in the Trust Estate as of the Cut-Off Date, the Owners of the Class R Certificates and the Servicer, acting directly or through one or more affiliates, may determine to purchase and may cause the purchase from the Trust of all (but not fewer than all) Mortgage Loans in the Trust Estate and all property theretofore acquired in respect of any such Mortgage Loan by foreclosure, deed in lieu of foreclosure, or otherwise then remaining in the Trust Estate at a price equal to the sum of (w) the greater of (i) 100% of the aggregate Loan Balances of the related Mortgage Loans and related accrued interest as of the day of purchase minus the amount actually remitted by the Servicer representing the related Monthly Remittance Amount on such Remittance Date for the related Remittance Period and (ii) the fair market value of such Mortgage Loans (disregarding accrued interest), (x) the amount of any difference between the Monthly Remittance Amount actually remitted by the Servicer on such Remittance Date and the Monthly Remittance Amount due on such Remittance Date and (y) the Reimbursement Amount, if any, as of such Remittance Date (such amount, the "Termination Price"). The right of the Owners of the Class R Certificates so to exercise such optional purchase right is superior to such right of the Servicer. The Servicer may only exercise such optional right if the Owners of the Class R Certificates decline to do so. In connection with such purchase, the Servicer shall remit to the Trustee all amounts then on deposit in the Principal and Interest Account for deposit to the Certificate Account, which deposit shall be deemed to have occurred immediately preceding such purchase.

(b) In connection with any such purchase, the Servicer shall provide to the Trustee and the Certificate Insurer an opinion of counsel, at the expense of the Servicer,

experienced in federal income tax matters to the effect that such purchase constitutes a Qualified Liquidation of the REMIC Trust.

(c) Promptly following any such purchase, the Trustee will release the Files to the Servicer, or otherwise upon their order, in a manner similar to that described in Section 8.14 hereof.

(d) If the Servicer does not exercise its option pursuant to this Section 9.2 with respect to the Trust Estate, then the Certificate Insurer may do so on the same terms.

Section 9.3. Termination Upon Loss of REMIC Status. (a) Following a final determination by the Internal Revenue Service, or by a court of competent jurisdiction, in either case from which no appeal is taken within the permitted time for such appeal, or if any appeal is taken, following a final determination of such appeal from which no further appeal can be taken, to the effect that the REMIC Trust does not and will no longer qualify as a "REMIC" pursuant to Section 860D of the Code (the "Final Determination"), on any Remittance Date on or after the date which is 30 calendar days following such Final Determination, (i) the Owners of a majority in Percentage Interest represented by the Class A Certificates then Outstanding may direct the Trustee to adopt a plan of complete liquidation with respect to the Trust Estate and (ii) the Certificate Insurer may notify the Trustee of the Certificate Insurer's determination to purchase from the Trust all (but not fewer than all) Mortgage Loans in the Trust Estate and all property theretofore acquired by foreclosure, deed in lieu of foreclosure, or otherwise in respect of any Mortgage Loan then remaining in the Trust Estate at a price equal to the Termination Price. In connection with such purchase, the Servicer shall remit to the Trustee all amounts then on deposit in the Principal and Interest Account for deposit in the Certificate Account, which deposit shall be deemed to have occurred immediately preceding such purchase.

(b) Upon receipt of such direction from the Owners of such Class A Certificates or such notice from the Certificate Insurer, the Trustee shall notify the holders of the Class R Certificates of such election to liquidate or such determination to purchase, as the case may be, (the "Termination Notice"). The Owners of a majority of the Percentage Interest of the Class R Certificates then Outstanding may, on any Remittance Date, within 60 days from the date of receipt of the Termination Notice (the "Purchase Option Period"), at their option, purchase from the Trust all (but not fewer than all) Mortgage Loans in the Trust Estate, and all property theretofore acquired by foreclosure, deed in lieu of foreclosure, or otherwise in respect of any Mortgage Loan then remaining in the Trust Estate at a purchase price equal to the Termination Price.

(c) If, during the Purchase Option Period, the Owners of the Class R Certificates have not exercised the option described in the immediately preceding paragraph, then upon the expiration of the Purchase Option Period (i) in the event that the Owners of the Class A Certificates have given the Trustee the direction described in clause (a)(i) above, the Trustee shall sell the Mortgage Loans and distribute the proceeds

of the liquidation of the Trust Estate, such that, if so directed, the liquidation of the Trust Estate and the distribution of the proceeds of such liquidation occur no later than the close of the 60th day, or such later day as the Owners of the Class A Certificates shall permit or direct in writing, after the expiration of the Purchase Option Period and (ii) in the event that the Certificate Insurer has given the Trustee notice of the Certificate Insurer's determination to purchase the Mortgage Loans in the Trust Estate described in clause (a)(ii) preceding, the Certificate Insurer shall, on any Remittance Date within 60 days after such notice, purchase all (but not fewer than all) Mortgage Loans in the Trust Estate, and all property theretofore acquired by foreclosure, deed in lieu of foreclosure or otherwise in respect of any Mortgage Loan then remaining in the Trust Estate. In connection with such purchase, the Servicer shall remit to the Trustee all amounts then on deposit in the Principal and Interest Account for deposit to the Certificate Account, which deposit shall be deemed to have occurred immediately preceding such purchase.

(d) Following a Final Determination, the Owners of a majority of the Percentage Interest of the Class R Certificates then Outstanding may, at their option on any Remittance Date and upon delivery to the Owners of the Class A Certificates and the Certificate Insurer of an opinion of counsel experienced in federal income tax matters selected by the Owners of such Class R Certificates which opinion shall be reasonably satisfactory in form and substance to a majority of the Percentage Interests represented by the Class A Certificates then Outstanding and the Certificate Insurer, to the effect that the effect of the Final Determination is to increase substantially the probability that the gross income of the Trust will be subject to federal taxation, purchase from the Trust all (but not fewer than all) Mortgage Loans in the Trust Estate, and all property theretofore acquired by foreclosure, deed in lieu of foreclosure, or otherwise in respect of any Mortgage Loan then remaining in the Trust Estate at a purchase price equal to the Termination Price. In connection with such purchase, the Servicer shall remit to the Trustee all amounts then on deposit in the Principal and Interest Account for deposit to the Certificate Account, which deposit shall be deemed to have occurred immediately preceding such purchase. The foregoing opinion shall be deemed satisfactory unless the Owners of a majority of the Percentage Interest represented by the Class A Certificates then Outstanding or the Certificate Insurer give the Owners of a majority of the Percentage Interest of the Class R Certificates notice that such opinion is not satisfactory within thirty days after receipt of such opinion.

Section 9.4. Disposition of Proceeds. The Trustee shall, upon receipt thereof, deposit the proceeds of any liquidation of the Trust Estate pursuant to this Article IX to the Certificate Account; provided, however, that any amounts representing Servicing Fees, unreimbursed Delinquency Advances or unreimbursed Servicing Advances theretofore funded by the Servicer from the Servicer's own funds shall be paid by the Trustee to the Servicer from such proceeds.

Section 9.5. Netting of Amounts. If any Person paying the Termination Price would receive a portion of the amount so paid, such Person may net any such amount against the Termination Price otherwise payable.

ARTICLE X
THE TRUSTEE

Section 10.1. Certain Duties and Responsibilities.

(a) The Trustee (i) except during the continuance of an Event of Default, undertakes to perform such duties and only such duties as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Trustee and (ii) in the absence of bad faith on its part, may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished pursuant to and conforming to the requirements of this Agreement; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement.

During the continuance of an Event of Default, the Trustee shall exercise such of the rights and powers vested in it by this Agreement, and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances with respect to such person's property or affairs.

(b) Notwithstanding the appointment of the Servicer hereunder, the Trustee is hereby empowered, but prior to the Trustee assuming the duties of the Servicer pursuant to Section 8.20, shall not be obligated or otherwise responsible to perform the duties of the Servicer. Specifically, and not in limitation of the foregoing, the Trustee shall have the power (but not the obligation if prior to the Trustee assuming the duties of the Servicer pursuant to Section 8.20):

- (i) to collect Mortgagor payments;
- (ii) to foreclose on defaulted Mortgage Loans;
- (iii) to enforce due-on-sale clauses and to enter into assumption and substitution agreements as permitted by Section 8.12 hereof;
- (iv) to deliver instruments of satisfaction pursuant to Section 8.14 hereof;
- (v) to make Delinquency Advances and Servicing Advances and to pay Compensating Interest, all as provided in this Agreement; and
- (vi) to enforce the Mortgage Loans.

(c) No provision of this Agreement shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

- (i) this subsection shall not be construed to limit the effect of subsection (a) of this Section;
- (ii) the Trustee shall not be liable for any error of judgment made in good faith by an Authorized Officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; and
- (iii) the Trustee shall not be liable with respect to any action taken, suffered or omitted to be taken by it in good faith in accordance with the direction of the Sponsor, the Certificate Insurer or, with the Certificate Insurer's consent, of the Owners of a majority in Percentage Interest of the Certificates of the affected Class or Classes and the Certificate Insurer relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Agreement relating to such Certificates;
- (iv) the Trustee shall not be required to take notice or be deemed to have notice or knowledge of any default by the Servicer unless the Trustee shall have received written notice thereof. In the absence of actual receipt of such notice, the Trustee may conclusively assume that there is no such default; and
- (v) subject to the other provisions of this Agreement and without limiting the generality of this Section, the Trustee shall have no duty (A) to see to any recording, filing, or depositing of this Agreement, any Mortgage or any agreement referred to herein or any financing statement or continuation statement evidencing a security interest, or to see to the maintenance of any such recording or filing or depositing or to any rerecording, refiling or redepositing of any thereof, (B) to see to any insurance, (C) to see the payment or discharge of any tax, assessment, or other governmental charge or any lien or encumbrance of any kind owing with respect to, assessed or levied against, any property of the Trust, (D) to confirm or verify the contents of any reports or certificates of the Servicer delivered to the Trustee pursuant to this Agreement believed by the Trustee to be genuine and to have been signed or presented by the proper party or parties.

(d) Whether or not therein expressly so provided, every provision of this Agreement relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

(e) No provision of this Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it and none of the provisions contained in this Agreement shall in any event require the Trustee to perform, or be responsible for the manner of performance of, any of the obligations of the Servicer under this Agreement except during such time, if any, as the Trustee shall be the successor to, and be vested with the rights, duties and powers and privileges of, the Servicer in accordance with the terms of this Agreement.

(f) The permissive right of the Trustee to take actions enumerated in this Agreement shall not be construed as a duty and the Trustee shall not be answerable for other than its own negligence or willful misconduct.

(g) The Trustee shall be under no obligation to institute any suit, or to take any remedial proceeding under this Agreement, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder until it shall be indemnified to its reasonable satisfaction against any and all costs and expenses, outlays and counsel fees and other reasonable disbursements and against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct, in connection with any action so taken.

Section 10.2. Removal of Trustee for Cause. (a) The Trustee may be removed pursuant to paragraph (b) hereof upon the occurrence of any of the following events (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

- (1) the Trustee shall fail to distribute to the Owners entitled thereto on any Payment Date amounts available for distribution in accordance with the terms hereof; or
- (2) the Trustee shall cease to be eligible in accordance with Section 10.8 hereof or fail in the performance of, or breach, any covenant or agreement of the Trustee in this Agreement, or if any representation or warranty of the Trustee made in this Agreement or in any certificate or other writing delivered pursuant hereto or in connection herewith shall prove to be incorrect in any material respect as of the time when the same shall have been made, and such failure or breach shall continue or not be cured for

a period of 30 days after there shall have been given, by registered or certified mail, to the Trustee by the Sponsor, the Certificate Insurer or by the Owners of at least 25% of the aggregate Percentage Interests represented by any Class of Class A Certificates, or, if there are no Class A Certificates then Outstanding, by such Percentage Interests represented by the Class R Certificates, a written notice specifying such failure or breach and requiring it to be remedied; or

- (3) a decree or order of a court or agency or supervisory authority having jurisdiction for the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings, or for the winding-up or liquidation of its affairs, shall have been entered against the Trustee, and such decree or order shall have remained in force undischarged or unstayed for a period of 60 days; or
- (4) a conservator or receiver or liquidator or sequestrator or custodian of the property of the Trustee is appointed in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings of or relating to the Trustee or relating to all or substantially all of its property; or
- (5) the Trustee shall become insolvent (however insolvency is evidenced), generally fail to pay its debts as they come due, file or consent to the filing of a petition to take advantage of any applicable insolvency or reorganization statute, make an assignment for the benefit of its creditors, voluntarily suspend payment of its obligations, or take corporate action for the purpose of any of the foregoing.

(b) The Sponsor and the Trustee shall give notice to Moody's and S&P, to each other, to the Certificate Insurer and to each Owner if it becomes aware that an event described in subsection (a) has occurred and is continuing.

(c) If any event described in paragraph (a) occurs and is continuing, then and in every such case (i) the Sponsor or the Certificate Insurer or (ii) with the written consent of the Certificate Insurer, the Majority Owners, or, if there are no Class A Certificates then Outstanding, by a majority of the Class R Certificates then Outstanding, may, whether or not the Trustee resigns pursuant to Section 10.9 hereof, immediately, concurrently with the giving of notice to the Trustee, and without delaying the 30 days required for notice therein, appoint a successor trustee pursuant to the terms of Section 10.9 hereof.

Section 10.3. Certain Rights of the Trustee. Except as otherwise provided in Section 10.1 hereof:

(a) the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) any request or direction of the Sponsor, the Servicer or the Owners of any Class of Certificates mentioned herein shall be sufficiently evidenced in writing;

(c) whenever in the administration of this Agreement the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon an Officer's Certificate;

(d) the Trustee may consult with counsel, and the written advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reasonable reliance thereon;

(e) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any of the Owners pursuant to this Agreement, unless such Owners shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction;

(f) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note or other paper or document, but the Trustee in its discretion may make such further inquiry or investigation into such facts or matters as it may see fit;

(g) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder; and

(h) the Trustee shall not be liable for any action it takes or omits to take in good faith which it reasonably believes to be authorized by the Authorized Officer of any Person or within its rights or powers under this Agreement other than as to validity and sufficiency of its authentication of the Certificates. The

Trustee shall at no time have any responsibility for or with respect to (i) the legality, validity, sufficiency or enforceability of any Mortgages and the Mortgage Loans, including the perfection or priority thereof, (ii) the ability of the Mortgage Loans to pay any portion of the Certificates, (iii) the validity of the assignment of any of the Mortgages and the Mortgage Loans, (iv) the review of any Mortgage or Mortgage Loan, except as provided herein, (v) the compliance by the Sponsor or any Mortgagor with any covenant contained hereunder or in the Mortgages and the Mortgage Loans, (vi) the breach by the Sponsor or the Servicer of any warranty or representation made hereunder or the accuracy of any such warranty or representation, (vii) the use or application by the Sponsor of the proceeds of the Certificates, (viii) any offering materials used to sell the Certificates and (ix) the acts or omissions of the Servicer.

Section 10.4. Not Responsible for Recitals or Issuance of Certificates. The recitals contained herein and in the Certificates, except any such recitals relating to the Trustee, shall be taken as the statements of the Sponsor, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representation as to the validity or sufficiency of this Agreement or of the Certificates other than as to validity and sufficiency of its authentication of the Certificates.

Section 10.5. May Hold Certificates. The Trustee or any other agent of the Trust, in its individual or any other capacity, may become an Owner or pledgee of Certificates and may otherwise deal with the Trust with the same rights it would have if it were not Trustee or such other agent.

Section 10.6. Money Held in Trust. Money held by the Trustee in trust hereunder need not be segregated from other trust funds except to the extent required herein or required by law. The Trustee shall be under no liability for interest on any money received by it hereunder except as otherwise agreed with the Sponsor and except to the extent of income or other gain on investments which are deposits in or certificates of deposit of the Trustee in its commercial capacity and income or other gain actually received by the Trustee on Eligible Investments.

Section 10.7. Compensation and Reimbursement; No Lien for Fees. The Trustee shall receive compensation for fees and reimbursement pursuant to Section 2.5 hereof and Section 7.5(b)(ii) hereof. The Trustee shall have no lien on the Trust Estate for the payment of any fees or expenses (prior to an Event of Default).

Section 10.8. Corporate Trustee Required; Eligibility. There shall at all times be a Trustee hereunder which shall be a corporation or association organized and doing business under the laws of the United States of America or of any State authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$100,000,000, subject to supervision or examination by the United States of America, having a rating or ratings acceptable to the Certificate Insurer and having a long-term deposit rating of at least BBB from S&P (or such lower rating as may be

acceptable to S&P) and Baa-2 from Moody's. If such Trustee publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such corporation or association shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall, upon the request of the Sponsor or of the Certificate Insurer, resign immediately in the manner and with the effect hereinafter specified in this Article X.

Section 10.9. Resignation and Removal; Appointment of Successor.

(a) No resignation or removal of the Trustee and no appointment of a successor trustee pursuant to this Article X shall become effective until the acceptance of appointment by the successor trustee under Section 10.10 hereof.

(b) The Trustee, or any trustee or trustees hereafter appointed, may resign at any time by giving written notice of resignation to the Certificate Insurer and to the Sponsor and by mailing notice of resignation by first-class mail, postage prepaid, to the Owners at their addresses appearing on the Register. A copy of such notice shall be sent by the resigning Trustee to Moody's and S&P. Upon receiving notice of resignation, the Sponsor shall promptly appoint a successor trustee or trustees satisfying the eligibility requirements of Section 10.8 and acceptable to the Certificate Insurer by written instrument, in duplicate, executed on behalf of the Trust by an Authorized Officer of the Sponsor, one copy of which instrument shall be delivered to the Trustee so resigning and one copy to the successor trustee or trustees. If no successor trustee shall have been appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning trustee may petition any court of competent jurisdiction for the appointment of a successor trustee, or any Owner may, on behalf of himself and all others similarly situated, petition any such court for the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor trustee.

(c) If at any time the Trustee shall cease to be eligible under Section 10.8 hereof and shall fail to resign after written request therefor by the Sponsor or by the Certificate Insurer, the Sponsor or the Certificate Insurer may remove the Trustee and appoint a successor trustee by written instrument, in duplicate, executed on behalf of the Trust by an Authorized Officer of the Sponsor or the Certificate Insurer, one copy of which instrument shall be delivered to the Trustee so removed and one copy to the successor trustee.

(d) The Majority Owners, or, if there are no Class A Certificates then Outstanding, by a majority of the Class R Certificates then Outstanding, may at any time remove the Trustee and appoint a successor trustee acceptable to the Certificate Insurer by delivering to the Trustee to be removed, to the successor trustee so appointed, to the Sponsor and to the Certificate Insurer, copies of the record of the act taken by the Owners, as provided for in Sections 11.3 and 11.4 hereof.

(e) If the Trustee fails to perform its duties in accordance with the terms of this Agreement or becomes ineligible to serve as Trustee, the Sponsor, the Seller or the Certificate Insurer may remove the Trustee and appoint a successor trustee by written instrument, in triplicate, signed by the Sponsor, the Seller or the Certificate Insurer duly authorized, one complete set of which instruments shall be delivered to each of the Sponsor, the Seller and to the Trustee so removed and one complete set to the successor trustee so appointed.

(f) If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of the Trustee for any cause, the Sponsor shall promptly appoint a successor trustee satisfying the eligibility requirements of Section 10.8.

(g) The Sponsor shall give notice of any removal of the Trustee by mailing notice of such event by first-class mail, postage prepaid to the Owners as their names and addresses appear in the Register. Each notice shall include the name of the successor trustee and the address of its corporate trust office.

Section 10.10. Acceptance of Appointment by Successor Trustee. Every successor trustee appointed hereunder shall execute, acknowledge and deliver to the Sponsor on behalf of the Trust and to its predecessor Trustee an instrument accepting such appointment hereunder and stating its eligibility to serve as Trustee hereunder, and thereupon the resignation or removal of the predecessor Trustee shall become effective and such successor trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor hereunder; but, on request of the Sponsor or the successor trustee, such predecessor Trustee shall, upon payment of its charges then unpaid, execute and deliver an instrument transferring to such successor trustee all of the rights, powers and trusts of the Trustee so ceasing to act, and shall duly assign, transfer and deliver to such successor trustee all property and money held by such Trustee so ceasing to act hereunder. Upon request of any such successor trustee, the Sponsor on behalf of the Trust shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor trustee all such rights, powers and trusts.

Upon acceptance of appointment by a successor trustee as provided in this Section, the Sponsor shall mail notice thereof by first-class mail, postage prepaid, to the Owners at their last addresses appearing upon the Register. The Sponsor shall send a copy of such notice to Moody's and S&P. If the Sponsor fails to mail such notice within ten days after acceptance of appointment by the successor trustee, the successor trustee shall cause such notice to be mailed at the expense of the Sponsor.

No successor Trustee shall accept its appointment unless at the time of such acceptance such successor shall be qualified and eligible under this Article X.

Section 10.11. Merger, Conversion, Consolidation or Succession to Business of the Trustee. Any corporation or association into which the Trustee may be

merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto; provided, however, that such corporation or association shall be otherwise qualified and eligible under this Article X. In case any Certificates have been executed, but not delivered, by the Trustee then in office, any successor by merger, conversion or consolidation to such Trustee may adopt such execution and deliver the Certificates so executed with the same effect as if such successor Trustee had itself executed such Certificates.

Section 10.12. Reporting; Withholding. (a) The Trustee shall timely provide to the Owners the Internal Revenue Service's Form 1099 and any other statement required by applicable Treasury regulations as determined by the Sponsor, and shall withhold, as required by applicable law, federal, state or local taxes, if any, applicable to distributions to the Owners, including but not limited to backup withholding under Section 3406 of the Code and the withholding tax on distributions to foreign investors under Sections 1441 and 1442 of the Code.

(b) The Trustee shall timely file all reports required to be filed by the Trust with any federal, state or local governmental authority having jurisdiction over the Trust, including other reports that must be filed with the Owners, such as the Internal Revenue Service's Form 1066 and Schedule Q and the form required under Section 6050K of the Code, if applicable. Furthermore, the Trustee shall report to Owners, if required, with respect to the allocation of expenses pursuant to Section 212 of the Code in accordance with the specific instructions to the Trustee by the Sponsor with respect to such allocation of expenses. The Trustee shall collect any forms or reports from the Owners determined by the Sponsor to be required under applicable federal, state and local tax laws.

(c) The Trustee shall provide to the Internal Revenue Service and to persons described in section 860(e)(3) and (6) of the Code the information described in Treasury Regulation section 1.860D-1(b)(5)(ii), or any successor regulation thereto. Such information will be provided in the manner described in Treasury Regulation section 1.860E-2(a)(5), or any successor regulation thereto.

(d) The Servicer covenants and agrees that it shall provide, or cause to be provided, to the Trustee any information necessary to enable the Trustee to meet its obligations under subsections (a), (b) and (c) above.

Section 10.13. Liability of the Trustee. Except during the continuance of an Event of Default, the Trustee shall be liable in accordance herewith only to the extent of the obligations specifically imposed upon and undertaken by the Trustee herein. Neither the Trustee nor any of the directors, officers, employees or agents of the Trustee

shall be under any liability on any Certificate or otherwise to any Account, the Certificate Insurer, the Sponsor, the Servicer or any Owner for any action taken or for refraining from the taking of any action in good faith pursuant to this Agreement, or for errors in judgment; provided, however, that this provision shall not protect the Trustee or any such Person against any liability which would otherwise be imposed by reason of negligent action, negligent failure to act or bad faith in the performance of duties or by reason of reckless disregard of obligations and duties hereunder. Subject to the foregoing sentence, the Trustee shall not be liable for losses on investments of amounts in any Account (except for any losses on obligations on which the bank serving as Trustee is the obligor). In addition, the Sponsor and Servicer covenant and agree to indemnify the Trustee, and when the Trustee is acting as Servicer, the Servicer, from, and hold it harmless against, any and all losses, liabilities, damages, claims or expenses (including all reasonable and documented legal fees and expenses) other than those resulting from the negligence or bad faith of the Trustee. The Trustee and any director, officer, employee or agent of the Trustee may rely and shall be protected in acting or refraining from acting in good faith on any certificate, notice or other document of any kind prima facie properly executed and submitted by the Authorized Officer of any Person respecting any matters arising hereunder. The provisions of this Section 10.13 shall survive the termination of this Agreement and the payment of the Outstanding Certificates.

Section 10.14. Appointment of Co-Trustee or Separate Trustee. Notwithstanding any other provisions of this Agreement, at any time, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Trust Estate or any Property may at the time be located, the Servicer and the Trustee acting jointly and with the consent of the Certificate Insurer shall have the power and shall execute and deliver all instruments to appoint one or more Persons approved by the Trustee to act as co-Trustee or co-Trustees, jointly with the Trustee, of all or any part of the Trust Estate or separate Trustee or separate Trustees of any part of the Trust Estate, and to vest in such Person or Persons, in such capacity and for the benefit of the Owners, such title to the Trust Estate, or any part thereof, and, subject to the other provisions of this Section 10.14, such powers, duties, obligations, rights and trusts as the Servicer and the Trustee may consider necessary or desirable. If the Servicer shall not have joined in such appointment within 15 days after the receipt by it of a request so to do, or in the case any event indicated in Sections 8.20(a) shall have occurred and be continuing, the Trustee alone (with the consent of the Certificate Insurer) shall have the power to make such appointment. No co-Trustee or separate Trustee hereunder shall be required to meet the terms of eligibility as a successor Trustee under Section 10.8 and no notice to Owners of the appointment of any co-Trustee or separate Trustee shall be required under Section 10.8.

Every separate Trustee and co-Trustee shall, to the extent permitted, be appointed and act subject to the following provisions and conditions:

- (i) All rights, powers, duties and obligations conferred or imposed upon the Trustee shall be conferred or imposed upon and exercised or performed by the

Trustee and such separate Trustee or co-Trustee jointly (it being understood that such separate Trustee or co-Trustee is not authorized to act separately without the Trustee joining in such act), except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed (whether as Trustee hereunder or as successor to the Servicer hereunder), the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations (including the holding of title to the Trust Estate or any portion thereof in any such jurisdiction) shall be exercised and performed singly by such separate Trustee or co-Trustee, but solely at the direction of the Trustee;

(ii) No co-Trustee hereunder shall be held personally liable by reason of any act or omission of any other co-Trustee hereunder; and

(iii) The Servicer and the Trustee acting jointly and with the consent of the Certificate Insurer may at any time accept the resignation of or remove any separate Trustee or co-Trustee.

Any notice, request or other writing given to the Trustee shall be deemed to have been given to each of the then separate Trustees and co-Trustees, as effectively as if given to each of them. Every instrument appointing any separate Trustee or co-Trustee shall refer to this Agreement and the conditions of this Section 10.14. Each separate Trustee and co-Trustee, upon its acceptance of the trusts conferred, shall be vested with the estates or property specified in its instrument of appointment, either jointly with the Trustee or separately, as may be provided therein, subject to all the provisions of this Agreement, specifically including every provision of this Agreement relating to the conduct of, affecting the liability of, or affording protection to, the Trustee. Every such instrument shall be filed with the Trustee and a copy thereof given to the Servicer.

Any separate Trustee or co-Trustee may, at any time, constitute the Trustee, its agent or attorney-in-fact, with full power and authority, to the extent not prohibited by law, to do any lawful act under or in respect of this Agreement on its behalf and in its name. If any separate Trustee or co-Trustee shall die, become incapable of acting, resign or be removed, all of its estates, properties, rights, remedies and trusts shall vest in and be exercised by the Trustee, to the extent permitted by law, without the appointment of a new or successor Trustee.

The Trustee shall give to Moody's, the Sponsor and the Certificate Insurer notice of the appointment of any co-Trustee or separate Trustee.

ARTICLE XI

MISCELLANEOUS

Section 11.1. Compliance Certificates and Opinions. Upon any application or request by the Sponsor, the Servicer, the Certificate Insurer or the Owners to the Trustee to take any action under any provision of this Agreement, the Sponsor, the Servicer, the Certificate Insurer or the Owners, as the case may be, shall furnish to the Trustee a certificate stating that all conditions precedent, if any, provided for in this Agreement relating to the proposed action have been complied with, except that in the case of any such application or request as to which the furnishing of any documents is specifically required by any provision of this Agreement relating to such particular application or request, no additional certificate need be furnished.

Except as otherwise specifically provided herein, each certificate or opinion with respect to compliance with a condition or covenant provided for in this Agreement shall include:

- (a) a statement that each individual signing such certificate or opinion has read such covenant or condition and the definitions herein relating thereto;
- (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; and
- (c) a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with.

Section 11.2. Form of Documents Delivered to the Trustee. In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate of an Authorized Officer of the Sponsor, the Servicer or the Trustee may be based, insofar as it relates to legal matters, upon an opinion of counsel, unless such Authorized Officer knows, or in the exercise of reasonable care should know, that the opinion is erroneous. Any such certificate of an Authorized Officer or any opinion of counsel may be based, insofar as it relates to factual matters upon a certificate or opinion of, or representations by, one or more Authorized Officers of the Sponsor or of the Servicer, stating that the information with respect to such factual matters is in the possession of the Sponsor or of the Servicer, unless such Authorized Officer or counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion

or representations with respect to such matters are erroneous. Any opinion of counsel may also be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an Authorized Officer of the Sponsor, the Servicer or the Trustee, stating that the information with respect to such matters is in the possession of such Person, unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous. Any opinion of counsel may be based on the written opinion of other counsel, in which event such opinion of counsel shall be accompanied by a copy of such other counsel's opinion and shall include a statement to the effect that such counsel believes that such counsel and the addressee thereof may reasonably rely upon the opinion of such other counsel.

Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Agreement, they may, but need not, be consolidated and form one instrument.

Section 11.3. Acts of Owners. (a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Agreement to be given or taken by the Owners may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Owners in person or by an agent duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee, and, where it is hereby expressly required, to the Sponsor. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "act" of the Owners signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Agreement and conclusive in favor of the Trustee and the Trust, if made in the manner provided in this Section.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Whenever such execution is by an officer of a corporation or a member of a partnership on behalf of such corporation or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority.

(c) The ownership of Certificates shall be proved by the Register.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other action by the Owner of any Certificate shall bind the Owner of every Certificate issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof, in respect of anything done, omitted or suffered to be done by the Trustee or the Trust in reliance thereon, whether or not notation of such action is made upon such Certificates.

Section 11.4. Notices, etc. to Trustee. Any request, demand, authorization, direction, notice, consent, waiver or act of the Owners or other documents provided or permitted by this Agreement to be made upon, given or furnished to, or filed with the Trustee by any Owner, the Certificate Insurer or by the Sponsor shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing to or with and received by the Trustee at its corporate trust office as set forth in Section 2.2 hereof.

Section 11.5. Notices and Reports to Owners; Waiver of Notices. Where this Agreement provides for notice to Owners of any event or the mailing of any report to Owners, such notice or report shall be sufficiently given (unless otherwise herein expressly provided) if mailed, first-class postage prepaid, to each Owner affected by such event or to whom such report is required to be mailed, at the address of such Owner as it appears on the Register, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice or the mailing of such report. In any case where a notice or report to Owners is mailed in the manner provided above, neither the failure to mail such notice or report nor any defect in any notice or report so mailed to any particular Owner shall affect the sufficiency of such notice or report with respect to other Owners, and any notice or report which is mailed in the manner herein provided shall be conclusively presumed to have been duly given or provided.

Where this Agreement provides for notice in any manner, such notice may be waived in writing by any Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

In case, by reason of the suspension of regular mail service as a result of a strike, work stoppage or similar activity, it shall be impractical to mail notice of any event to Owners when such notice is required to be given pursuant to any provision of this Agreement, then any manner of giving such notice as shall be satisfactory to the Trustee shall be deemed to be a sufficient giving of such notice.

Where this Agreement provides for notice to any rating agency that rated any Certificates, failure to give such notice shall not affect any other rights or obligations created hereunder.

Section 11.6. Rules by Trustee and Sponsor. The Trustee may make reasonable rules for any meeting of Owners. The Sponsor may make reasonable rules and set reasonable requirements for its functions.

Section 11.7. Successors and Assigns. All covenants and agreements in this Agreement by any party hereto shall bind its successors and assigns, whether so expressed or not.

Section 11.8. Severability. In case any provision in this Agreement or in the Certificates shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 11.9. Benefits of Agreement. Nothing in this Agreement or in the Certificates, expressed or implied, shall give to any Person, other than the Owners, the Certificate Insurer and the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under this Agreement.

Section 11.10. Legal Holidays. In any case where the date of any Remittance Date, any Payment Date, any other date on which any distribution to any Owner is proposed to be paid, or any date on which a notice is required to be sent to any Person pursuant to the terms of this Agreement shall not be a Business Day, then (notwithstanding any other provision of the Certificates or this Agreement) payment or mailing need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made or mailed on the nominal date of any such Remittance Date, such Payment Date, or such other date for the payment of any distribution to any Owner or the mailing of such notice, as the case may be, and no interest shall accrue for the period from and after any such nominal date, provided such payment is made in full on such next succeeding Business Day.

Section 11.11. Governing Law. In view of the fact that Owners are expected to reside in many states and outside the United States and the desire to establish with certainty that this Agreement will be governed by and construed and interpreted in accordance with the law of a state having a well-developed body of commercial and financial law relevant to transactions of the type contemplated herein, this Agreement and each Certificate shall be construed in accordance with and governed by the laws of the State of New York applicable to agreements made and to be performed therein.

Section 11.12. Counterparts. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 11.13. Usury. The amount of interest payable or paid on any Certificate under the terms of this Agreement shall be limited to an amount which shall not exceed the maximum nonusurious rate of interest allowed by the applicable laws of the State of New York or any applicable law of the United States permitting a higher maximum nonusurious rate that preempts such applicable New York laws, which could lawfully be contracted for, charged or received (the "Highest Lawful Rate"). In the event any payment of interest on any Certificate exceeds the Highest Lawful Rate, the Trust stipulates that such excess amount will be deemed to have been paid to the Owner of such Certificate as a result of an error and the Owner receiving such excess payment shall promptly, upon discovery of such error or upon notice thereof from the Trustee on behalf of the Trust, refund the amount of such excess or, at the option of such Owner, apply the

excess to the payment of principal of such Certificate, if any, remaining unpaid. In addition, all sums paid or agreed to be paid to the Trustee for the benefit of Owners of Certificates for the use, forbearance or detention of money shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such Certificates.

Section 11.14. Amendment. (a) The Trustee, the Sponsor and the Servicer, may at any time and from time to time, with the prior written approval of the Certificate Insurer but without the giving of notice to or the receipt of the consent of the Owners, amend this Agreement, and the Trustee shall consent to such amendment, for the purpose of (i) curing any ambiguity, or correcting or supplementing any provision hereof which may be inconsistent with any other provision hereof, or to add provisions hereto which are not inconsistent with the provisions hereof, (ii) upon receipt of an opinion of counsel, the cost of which shall be paid by the Servicer, experienced in federal income tax matters to the effect that no entity-level tax will be imposed on the Trust or upon the transferor of a Class R Certificate as a result of the ownership of any Class R Certificate by a Disqualified Organization, removing the restriction on transfer set forth in Section 5.8(b) hereof or (iii) complying with the requirements of the Code and the regulations proposed or promulgated thereunder; provided, however, that any such action shall not, as evidenced by an opinion of counsel delivered to the Trustee, materially and adversely affect the interests of any Owner (without its written consent).

(b) The Trustee, the Sponsor and the Servicer may, at any time and from time to time, with the prior written approval of the Certificate Insurer but without the giving of notice to or the receipt of the consent of the Owners, amend this Agreement, and the Trustee is hereby authorized to accept and execute such amendment, for the purpose of changing the definition of "Specified Subordinated Amount".

(c) This Agreement may also be amended by the Trustee, the Sponsor, and the Servicer at any time and from time to time, with the prior written approval of the Certificate Insurer and not less than a majority of the Percentage Interest represented by each affected Class of Certificates then Outstanding, for the purpose of adding any provisions or changing in any manner or eliminating any of the provisions of this Agreement or of modifying in any manner the rights of the Owners hereunder; provided, however, that no such amendment shall (i) change in any manner the amount of, or change the timing of, payments which are required to be distributed to any Owner without the consent of the Owner of such Certificate or (ii) reduce the aforesaid percentages of Percentage Interests which are required to consent to any such amendments, without the consent of the Owners of all Certificates of the Class or Classes affected then Outstanding.

(d) Each proposed amendment to this Agreement shall be accompanied by an opinion of counsel nationally recognized in federal income tax matters addressed to the Trustee and to the Certificate Insurer to the effect that such amendment would not adversely affect the status of the Trust as a REMIC.

(e) The Sponsor shall provide the Certificate Insurer, the Owners, Moody's and S&P with copies of any amendments to this Agreement, together with copies of any opinions or other documents or instruments executed in connection therewith.

(f) The Trustee shall not be required to enter into any amendment which affects its rights or obligations hereunder.

Section 11.15. REMIC Status; Taxes. (a) The Tax Matters Person, at its own expense, shall prepare and file or cause to be filed with the Internal Revenue Service Federal tax or information returns with respect to the Trust and the Certificates containing such information and at the times and in such manner as may be required by the Code or applicable Treasury regulations, and shall furnish to Owners such statements or information at the times and in such manner as may be required thereby. For this purpose, the Tax Matters Person may, but need not, rely on any proposed regulations of the United States Department of the Treasury. The Tax Matters Person shall indicate the election to treat the Trust as a REMIC (which election shall apply to the taxable period ending December 31, 1996 and each calendar year thereafter) in such manner as the Code or applicable Treasury regulations may prescribe. The Trustee, as Tax Matters Person appointed pursuant to Section 11.17 hereof shall sign all tax information returns filed pursuant to this Section 11.15. The Tax Matters Person shall provide information necessary for the computation of tax imposed on the transfer of a Class R Certificate to a Disqualified Organization, or an agent of a Disqualified Organization, or a pass-through entity in which a Disqualified Organization is the record holder of an interest. The Tax Matters Person shall provide the Trustee with copies of any Federal tax or information returns filed, or caused to be filed, by the Tax Matters Person with respect to the Trust or the Certificates.

(b) The Tax Matters Person, at its own expense, shall timely file all reports required to be filed by the Trust with any federal, state or local governmental authority having jurisdiction over the Trust, including other reports that must be filed with the Owners, such as the Internal Revenue Service's Form 1066 and Schedule Q and the form required under Section 6050K of the Code, if applicable to REMICs. Furthermore, the Tax Matters Person shall report to Owners, if required, with respect to the allocation of expenses pursuant to Section 212 of the Code in accordance with the specific instructions to the Tax Matters Person by the Sponsor with respect to such allocation of expenses. The Tax Matters Person shall collect any forms or reports from the Owners determined by the Sponsor to be required under applicable federal, state and local tax laws.

(c) The Tax Matters Person, at its own expense, shall provide to the Internal Revenue Service and to persons described in Section 860E(e)(3) and (6) of the Code the information described in Proposed Treasury Regulation Section 1.860D-1(b)(5)(ii), or any successor regulation thereto. Such information will be provided in the manner described in Proposed Treasury Regulation Section 1.860E(2)(a)(5), or any successor regulation thereto.

(d) The Sponsor covenants and agrees that within ten Business Days after the Startup Day it shall provide to the Trustee any information necessary to enable the Trustee to meet its obligations under subsections (b) and (c) above.

(e) The Trustee, the Sponsor and the Servicer each covenants and agrees for the benefit of the Owners (i) to take no action which would result in the termination of "REMIC" status for the Trust, (ii) not to engage in any "prohibited transaction", as such term is defined in Section 860F(a)(2) of the Code and (iii) not to engage in any other action which may result in the imposition on the REMIC Trust of any other taxes under the Code.

(f) The Trust shall, for federal income tax purposes, maintain books on a calendar year basis and report income on an accrual basis.

(g) Except as otherwise permitted by Section 7.6(b), no Eligible Investment shall be sold prior to its stated maturity (unless sold pursuant to a plan of liquidation in accordance with Article IX hereof).

(h) Neither the Sponsor nor the Trustee shall enter into any arrangement by which the Trustee will receive a fee or other compensation for services rendered pursuant to this Agreement, which fee or other compensation is paid from the Trust Estate, other than as expressly contemplated by this Agreement.

(i) Notwithstanding the foregoing clauses (g) and (h), the Trustee or the Sponsor may engage in any of the transactions prohibited by such clauses, provided that the Trustee shall have received (not at the expense of the Trust or the Trustee) an opinion of counsel experienced in federal income tax matters to the effect that such transaction does not result in a tax imposed on the Trust or cause a termination of REMIC status for the Trust; provided, however, that such transaction is otherwise permitted under this Agreement.

Section 11.16. Additional Limitation on Action and Imposition of Tax.

(a) Any provision of this Agreement to the contrary notwithstanding, the Trustee shall not, without having obtained (not at the expense of the Trust or the Trustee) an opinion of counsel experienced in federal income tax matters to the effect that such transaction does not result in a tax imposed on the Trust or cause a termination of REMIC status for the Trust, (i) sell any assets in the Trust Estate, (ii) accept any contribution of assets after the Startup Day or (iii) agree to any amendment of this Agreement under Section 11.14 hereof.

(b) In the event that any tax is imposed on "prohibited transactions" of the Trust as defined in Section 860F(a)(2) of the Code, on the "net income from foreclosure property" as defined in Section 860G(c) of the Code, on any contribution to the Trust after the Startup Day pursuant to Section 860G(d) of the Code, or any other tax is imposed, such tax shall be paid by (i) the Trustee, if such tax arises out of or results from

a material breach by the Trustee of any of its obligations under this Agreement, (ii) the Servicer, if such tax arises out of or results from a breach by the Servicer of any of its obligations under this Agreement, or otherwise (iii) the Owners of the Class R Certificates in proportion to their Percentage Interests. To the extent such tax is chargeable against the Owners of the Class R Certificates, notwithstanding anything to the contrary contained herein, the Trustee is hereby authorized to retain from amounts otherwise distributable to the Owners of the Class R Certificates on any Payment Date sufficient funds to reimburse the Trustee for the payment of such tax (to the extent that the Trustee has not been previously reimbursed or indemnified therefor). The Trustee agrees to first seek indemnification for any such tax payment from any indemnifying parties before reimbursing itself from amounts otherwise distributable to the Owners of the Class R Certificates.

Section 11.17. Appointment of Tax Matters Person. A Tax Matters Person will be appointed for Trust for all purposes of the Code and such Tax Matters Person will perform, or cause to be performed, without any right of reimbursement, such duties and take, or cause to be taken, such actions as are required to be performed or taken by the Tax Matters Person under the Code, including, but not limited to, the representation of the Trust in any tax audit (including any administrative or judicial proceedings with respect thereto that involve the Internal Revenue Service or state tax authorities). The Owners of the Class R Certificates hereby designate the Trustee, acting as their agent, to be the Tax Matters Person for the Trust.

Section 11.18. The Certificate Insurer. (a) The Certificate Insurer is a third-party beneficiary of this Agreement. Any right conferred to the Certificate Insurer shall be suspended during occurrence and continuance of a Certificate Insurer Default. During any period of suspension the Certificate Insurer's rights hereunder shall vest in the Owners of the Class A Certificates and shall be exercisable by the Owners of at least a majority in Percentage Interest of the Class A Certificates then Outstanding. At such time as the Class A Certificates are no longer Outstanding hereunder and the Certificate Insurer has been reimbursed for all Insured Payments to which it is entitled hereunder, the Certificate Insurer's rights hereunder shall terminate.

Section 11.19. Notices. All notices hereunder shall be given as follows, until any superseding instructions are given to all other Persons listed below:

The Trustee:

Norwest Bank Minnesota,
National Association
Sixth Street & Marquette Avenue
Minneapolis, Minnesota 55479-0069
Attention: Corporate Trust Department
Re: EquiVantage Home Equity
Loan Trust 1996-1
Tel: (612) 667-7167
Fax: (612) 667-9825

The Sponsor:

EquiVantage Acceptance Corp.
13111 Northwest Freeway, Suite 302
Houston, Texas 77040
Attention: President
Tel: (713) 895-1957
Fax: (713) 895-1999

with a copy addressed to the attention of
the General Counsel at the same address.

The Servicer:

EquiVantage Inc.
13111 Northwest Freeway, Suite 300
Houston, Texas 77040
Attention: President
Tel: (713) 895-1900
Fax: (713) 895-3870

with a copy addressed to the attention of
the General Counsel at the same address.

The Certificate
Insurer _____:

Financial Guaranty Insurance Company
115 Broadway
New York, NY 10006
Attention: Surveillance Department
Re: EquiVantage Home Equity
Loan Trust 1996-1
Confirmation: (212) 312-3000
Fax: (212) 312-3093

Moody's:

Moody's Investors Service
99 Church Street
New York, New York 10007
Attention: The Mortgage Monitoring
Department

S&P:

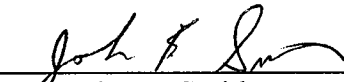
Standard & Poor's Ratings Services
26 Broadway
15th Floor
New York, New York 10004
Attention: Surveillance Dept.

Underwriter:

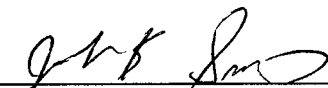
Prudential Securities Incorporated
One Seaport Plaza
New York, New York 10292
Attention: _____

IN WITNESS WHEREOF, the Sponsor, the Servicer and the Trustee have caused this Agreement to be duly executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

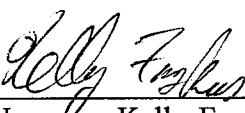
EQUIVANTAGE ACCEPTANCE CORP.,
as Sponsor

By: 
Name: John E. Smith
Title: President

EQUIVANTAGE INC.,
as Servicer

By: 
Name: John E. Smith
Title: President

NORWEST BANK MINNESOTA,
NATIONAL ASSOCIATION,
as Trustee

By: 
Name: Kelly Faykus
Title: Corporate Trust Officer

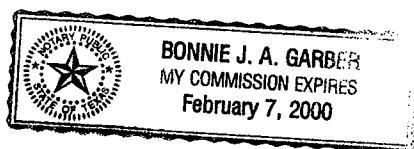
[Pooling and Servicing Agreement]

STATE OF *Texas*)
COUNTY OF *Harris*) : ss.:

On the 26th day of February, 1996, before me personally came John E. Smith, to me known, who, being by me duly sworn, did depose and say that his address is 13111 Northwest Freeway, Suite 300, Houston, Texas 77040; that he is the President of EquiVantage Inc. and the President of EquiVantage Acceptance Corp.; which corporations are described in and which executed the above instrument; and that he signed his name thereto by order of the respective Board of Directors of said corporations.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[NOTARIAL SEAL]



Bonnie J. Garber

Notary Public

EQUIVANTAGE - 1996-1 LOAN LIST

Date: 02/26/96

Loan No.	Type	Lastname	Firstname	Address	City	SI	Zip	County	Orig Bal	UPR 31	PA	Date	Term	CLTY
288165	ARM	BRYANT, JR.	HAROLD D	105 LESLIE STREET	ATLANTA	GA	30317	DEKALB	39,384.78	39,384.78	414.01	12,250	360	0.8098
288248	ARM	LAWSON	TIMOTHY J	28446 WESTBROOK	FARMINGTON HILLS	MI	48334	OAKLAND	155,263.36	155,263.36	1,529.55	11,375	360	0.8000
288385	FR	WALKER	ELAINE L	15035 PETOSKY	DETROIT	MI	48238	WAYNE	28,565.41	28,565.41	376.64	13,240	180	0.7000
288395	ARM	HUGHES	JAMES E	BOX762 RT5 APPLE RIDGE	DAWSONVILLE	GA	30534	DAWSON	68,780.12	68,780.12	706.37	11,750	360	0.6829
288420	ARM	MILLER	DONALD D	880 N. MULBERRY STR	MARTINSVILLE	IN	48151	MORGAN	39,554.35	39,554.35	433.39	11,750	240	0.8000
288802	ARM	ROSS	DAVID C	1199 SOUTH SHELDON R	PLYMOUTH	MI	48170	WAYNE	39,900.00	39,900.00	402.62	11,750	360	0.7000
302116	FR	LEFORD	RICKY L	164 WHOOGLAND CIRCLE	JONESBOROUGH	IN	37659	WASHINGTON	31,858.47	31,858.47	363.51	10,950	180	0.7111
302151	FR	ORDMAN	JOHN H.	1832 WHITTIER AVENUE	ANDERSON	TN	46011	MADISON	50,529.53	50,529.53	441.32	9,850	360	0.6800
302166	FR	SPIRL	THOMAS D	57110 CASH STREET	NEW HUDSON	MI	48165	OAKLAND	89,948.80	89,948.80	929.22	12,050	360	0.7759
302186	FR	PEEK	LARRY W.	9416 DWIGHT BOYER RD	WATERVLIET	MI	49098	BERRIEN	50,189.56	50,189.56	459.86	10,850	180	0.7500
302186	BLN	SMITH/RODDY	PAMELA S	2921 ERTER DRIVE	SPRINGFIELD	OH	45503	CLARK	69,600.00	69,600.00	844.48	10,850	180	0.8000
302192	BLN	SILMON	LARRY	5208 STATELINE ROAD	ROSSVILLE	GA	30741	CATOOSA	47,558.73	47,558.73	489.62	12,000	360	0.8848
302204	FR	PLEASANT	GARY W.	2336 NEWTON PLEASANT	HURDLE MILLS	NC	27541	PERSON	52,000.00	52,000.00	565.33	11,800	240	0.8000
302208	FR	FRONZAGLO	STEPHEN	1651 MANHATTAN AVE.	YOUNGSTOWN	OH	44509	MAHONING	27,804.78	27,804.78	309.51	10,500	180	0.8000
302210	FR	AYCOCK	MATTHEW	3534 STANFORD CIRCLE	DECATUR	GA	30034	DE KALB	72,250.00	72,250.00	626.05	9,850	360	0.8500
302220	FR	MARLAN III	LEROY	19140 PREVOST AVENUE	DETROIT	MI	48235	WAYNE	20,000.00	20,000.00	268.21	13,990	180	0.6667
302223	FR	WRIGHT	MARK S	12001 BACK VALLEY ROA	SODDY DAISS	TN	37379	HAMILTON	38,871.88	38,871.88	377.67	11,250	180	0.7146
302242	FR	NELSON	PAULA M.	34782 FENDT	FARMINGTON	MI	48335	OAKLAND	25,700.00	25,700.00	288.08	10,750	180	0.7500
302256	BLN	MCCONNELL	JAMES P.	4356 GARDNER	STERLING HEIGHTS	MI	48310	MACOMB	21,260.00	21,260.00	268.44	10,900	360	0.8000
302288	FR	CLEMENT	RONALD C	823 LAFAYETTE N.E.	GRAND RAPIDS	MI	49503	KENT	24,000.00	24,000.00	268.44	10,900	360	0.8000
302288	FR	WRIGHT	JOHN C	1241 ALCAYOTA STREET	MONROE	GA	30655	WALTON	63,750.00	63,750.00	742.34	12,900	240	0.7500
302298	BLN	NIKOLLAJ	GLION	12098 GALLAGHER	HAMTRAMCK	MI	48212	WAYNE	31,536.58	31,536.58	324.44	11,800	180	0.8000
302315	FR	FARMER	STEVEN W	1902 ANDERSON RD	GREENVILLE	SC	29611	GREENVILLE	61,247.19	61,247.19	734.15	11,900	180	0.7500
302320	FR	WIGLEY	RICHARD A	813 EAST 107TH ST	INDIANAPOLIS	IN	46280	HAMILTON	51,645.67	51,645.67	582.89	10,760	180	0.8000
302324	FR	CLARK	BEATRICE	8781 ALBANY	OAK PARK	MI	48237	OAKLAND	33,971.61	33,971.61	408.06	13,400	240	0.6182
302325	FR	POLLARD	CURTIS	7905 PRENTICE COURT	FORT WASHINGTON	MD	20744	PRINCE GEORGES	102,894.70	102,894.70	1,000.40	11,250	360	0.6867
302330	FR	DENNY	CARL	660 TRABUE ROAD	WHITE PLAINS	NY	42464	HOPKINS	20,884.05	20,884.05	265.58	12,950	180	0.6593
302332	FR	MACK	KENNETH	3020 NORMANDY ROAD	MCNGANTOWN	MD	20785	PRINCE GEORGES	80,600.00	80,600.00	719.52	11,800	180	0.8417
302335	FR	R FLENNER	BRENDA M	4835 CITRUS DRIVE	MCNGANTOWN	MD	20785	PRINCE GEORGES	34,125.00	34,125.00	358.06	11,250	240	0.7500
302340	FR	FRENCH	BARTON C	5915 87TH AVENUE	NEW ORLEANS	LA	70127	ORLEANS	55,256.36	55,256.36	660.18	11,800	180	0.7669
302343	ARM	MCCARTY	EVA P	415 LAVISTA DRIVE	NEW CARROLLTON	MD	20784	PRINCE GEORGE'S	118,804.53	118,804.53	1,282.98	11,400	240	0.8000
302344	FR	WOODY	ERNEST H	854 52ND STREET NE	EVANS	GA	30809	COLUMBIA	37,921.71	37,921.71	363.08	11,000	360	0.8000
302352	BLN	BANKS	MICHAEL S	59 FUENTE	WASHINGTON	DC	20019	District of Columbia	84,000.00	84,000.00	684.48	12,125	360	0.8000
302354	FR	HONEA	DANSE	425 EAST HIGH ST	RANCHO SANTA MARGARIT	CA	92688	Orange	171,000.00	171,000.00	1,080.84	6,500	48	0.8593
302356	BLN	COOMER	WILLIAM	1029 SLAB BRIDGE ROA	ALLIANCE	OH	44601	STARK	47,300.00	47,300.00	441.54	10,750	180	0.8448
302357	BLN	CALL	DEBORAH K	425 N RANDOLPH AVE	LIBERTY	SC	29657	ANDERSON	73,745.37	73,745.37	759.53	12,000	360	0.8204
302358	FR	FULBRIGHT	B. DALE	111 EDGEWOOD AVENUE	CLARKSVILLE	IN	47129	CLARK	42,514.58	42,514.58	413.37	11,250	180	0.8000
302359	BLN	PETERS	JOHNNY L	319 A MOTORBOAT ROA	MORGANTON	NC	28655	BURKE	88,774.27	88,774.27	763.14	9,740	180	0.7000
302361	FR	KITCHENS	JACKIE D	1033 STATE LINE ROAD	GREENVILLE	SC	29611	GREENVILLE	45,690.86	45,690.86	519.95	10,900	180	0.6970
302363	FR	BUSH	ROSEMARY	312 LARRY DUNN ROAD	ROSSVILLE	GA	30741	CATOOSA	59,981.57	59,981.57	680.17	13,350	180	0.8000
302364	FR	NAQUIN	MARK J	2804 BACON TOWN ROAD	OMEGA	GA	31775	COLQUITT	58,250.00	58,250.00	691.46	12,450	180	0.7500
302365	FR	CLUTZ	DOROTHY A	511 MAIN PROJECT RD	PEMBROKE	LA	70395	TERREBONNE	25,000.00	25,000.00	286.51	11,150	180	0.4808
302366	FR	LOTTA	THOMAS J	2119 STERLING COURT	SCHRIEVER	LA	21074	CARROLL	32,000.00	32,000.00	364.72	11,050	180	0.7273
302367	FR	SMITH	MELAND M	6569 COPLEY AVENUE	HAMPSTEAD	MD	21074	CARROLL	106,853.56	106,853.56	918.50	9,850	360	0.7881
302368	FR	BARRETT	WILLIAM H	3404 43RD AVENUE	SOLO	OH	44139	CUYAHOGA	105,850.00	105,850.00	938.74	10,100	360	0.7570
302369	FR	STEIGELMAN	ANNE M	16 RIDGE ROAD	JACKSON	MS	39213	HINDS	23,000.00	23,000.00	297.61	9,500	120	0.6840
302372	FR	WALKER	JOHN W.	501 NORTH MAIN ST	COLMAR MANOR	MD	20722	PRINCE GEORGE'S	118,456.00	118,456.00	940.37	8,850	360	0.8927
302373	BLN	GRICE	SHIRLEY A	3902 WALNUT AVENUE	WESTMINSTER	MD	21157	CARROLL	72,843.45	72,843.45	778.03	12,500	360	0.8840
302374	FR	JAMES	EMMA G.	148 HICKORY STREET	INKSTER	MI	48051	CLINTON	15,000.00	15,000.00	189.79	13,000	180	0.5757
302375	FR	EGGINS	LUCINS	204 SULLY ROAD	MEMPHIS	TN	38109	SHELBY	43,959.68	43,959.68	444.14	11,750	180	0.7458
302376	FR	SANFORD	DONNELL	19128 COYLE	BUNKIE	LA	71322	AVOUELLES	51,635.81	51,635.81	658.61	14,400	240	0.7500
302377	FR	HELMBURG	LOUIS C	1029 KEES ROAD	DETROIT	MI	48235	WAYNE	38,200.00	38,200.00	385.03	11,800	360	0.7308
302378	FR	BOWER	JANE D.	2017 PRESTON ROAD	LEXINGTON	KY	40505	FAYETTE	39,000.00	39,000.00	487.05	12,150	180	0.7500
302378	FR	SHEHAN	JOHN	695 GREENWOOD ROAD	GLEN BURNIE	MD	21060	ANNE ARUNDEL	59,977.90	59,977.90	564.60	10,850	360	0.6081
302380	FR	GERTON	JOHN	604 ELK LAKE DRIVE	AFTON	TN	37616	GREENE	48,400.00	48,400.00	509.05	12,300	180	0.8000
302380	FR	GERTON	JOHN	604 ELK LAKE DRIVE	LEXINGTON	KY	40517	FAYETTE	55,177.15	55,177.15	709.02	15,250	360	0.8000

Loan No.	Am Term	Sales Amt	Ass Vld	QDate	First Pmt	Mature Date	Nxt Pmt 31	Prco Type	Units	Occur	Len	Loan Bal	Pymt	Grade
289165	360	0.00	49000.00	01/13/95	03/01/95	02/01/25	02/01/96	1	1	3	18	0.00	3	B
289248	360	0.00	195000.00	01/27/95	03/01/95	02/01/25	02/01/96	1	1	1	18	0.00	3	A
289385	180	0.00	42000.00	02/15/95	04/01/95	03/01/10	12/01/95	2	2	3	18	0.00	3	A
289395	360	0.00	102500.00	02/16/95	04/01/95	03/01/25	01/01/96	1	1	1	18	0.00	3	A
288420	240	0.00	50000.00	02/22/95	04/01/95	03/01/15	02/01/96	1	1	1	18	0.00	3	B
288802	360	0.00	57000.00	04/06/95	06/01/95	05/01/25	02/01/96	3	1	3	18	0.00	3	A
302116	180	0.00	45000.00	08/30/95	11/01/95	10/01/10	01/01/96	1	1	1	18	0.00	3	B
302151	360	0.00	176000.00	09/18/95	11/01/95	10/01/25	02/01/96	1	1	1	18	0.00	3	A
302166	360	0.00	116000.00	09/18/95	11/01/95	10/01/25	01/01/96	1	1	1	18	0.00	3	B
302186	360	0.00	87000.00	09/20/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	4	B
302192	360	0.00	87000.00	09/20/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	4	B
302204	360	0.00	89500.00	09/15/95	11/01/95	10/01/25	02/01/96	1	1	1	18	0.00	3	B
302209	240	0.00	85000.00	11/22/95	11/01/95	10/01/15	01/01/96	8	1	1	18	0.00	3	A
302210	180	0.00	35000.00	09/15/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	3	B
302220	360	0.00	85000.00	10/04/95	11/01/95	10/01/25	02/01/96	1	1	1	18	0.00	3	A
302223	180	0.00	30000.00	09/19/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	3	C
302225	360	0.00	50000.00	10/25/95	12/01/95	11/01/10	01/01/96	8	1	1	18	0.00	2	A
302242	180	0.00	160000.00	09/25/95	11/01/95	10/01/10	03/01/96	1	1	1	38	88631.00	3	A
302242	180	0.00	95000.00	09/22/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	3	C
302268	360	0.00	35000.00	09/22/95	11/01/95	10/01/25	01/01/96	1	1	1	18	0.00	3	B
302268	360	0.00	35000.00	09/26/95	11/01/95	10/01/15	02/01/96	1	1	1	18	0.00	3	C
302280	240	0.00	85000.00	09/22/95	11/01/95	10/01/10	03/01/96	1	1	1	18	0.00	3	C
302296	360	0.00	40000.00	09/25/95	11/01/95	10/01/10	02/01/96	9	2	3	18	0.00	4	B
302315	180	0.00	82000.00	09/25/95	11/01/95	10/01/10	01/01/96	1	1	1	18	0.00	4	A
302320	180	0.00	65000.00	09/27/95	11/01/95	10/01/15	02/01/96	1	1	1	18	0.00	3	C
302324	240	0.00	95000.00	09/26/95	11/01/95	10/01/25	02/01/96	1	1	1	18	0.00	3	B
302326	360	0.00	150000.00	09/26/95	11/01/95	10/01/25	02/01/96	1	1	1	18	0.00	4	B
302330	180	0.00	319000.00	09/25/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	3	C
302332	180	0.00	72000.00	09/25/95	11/01/95	10/01/10	02/01/96	2	1	1	18	0.00	4	B
302335	240	0.00	45500.00	09/29/95	11/01/95	10/01/15	02/01/96	1	1	1	18	0.00	3	B
302336	180	0.00	72500.00	09/26/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	4	B
302340	240	0.00	149000.00	09/25/95	11/01/95	10/01/15	02/01/96	1	1	1	18	0.00	3	B
302343	360	44900.00	45000.00	11/04/94	12/01/94	10/01/15	02/01/96	1	1	1	18	0.00	3	B
302344	360	0.00	80000.00	11/02/94	01/01/94	12/01/24	02/01/96	6	1	1	18	0.00	1	A
302345	360	0.00	195000.00	11/03/93	01/01/94	12/01/94	02/01/96	3	1	1	18	0.00	3	A
302352	360	0.00	56000.00	09/26/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	4	B
302356	360	0.00	90000.00	09/26/95	11/01/95	10/01/25	02/01/96	1	1	1	18	0.00	4	B
302357	360	0.00	53200.00	09/27/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	4	B
302358	180	0.00	127000.00	09/27/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	4	A
302358	180	0.00	66000.00	09/27/95	11/01/95	10/01/10	02/01/96	8	1	1	18	0.00	3	A
302359	360	0.00	75000.00	09/26/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	3	B
302361	180	0.00	75000.00	09/26/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	4	B
302363	180	0.00	52000.00	09/28/95	11/01/95	10/01/10	02/01/96	8	1	1	18	0.00	3	B
302364	180	0.00	44000.00	09/26/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	4	A
302366	360	0.00	138000.00	09/27/95	11/01/95	10/01/25	02/01/96	1	1	1	18	0.00	3	A
302366	360	0.00	151000.00	09/26/95	11/01/95	10/01/25	02/01/96	1	1	1	18	0.00	3	A
302367	120	0.00	40000.00	09/26/95	11/01/95	10/01/05	02/01/96	1	1	1	18	0.00	3	A
302368	360	0.00	134000.00	09/26/95	11/01/95	10/01/25	02/01/96	1	1	1	18	0.00	3	A
302369	360	0.00	123000.00	09/26/95	11/01/95	10/01/25	02/01/96	1	1	1	18	0.00	3	C
302372	180	0.00	50000.00	09/28/95	11/01/95	10/01/10	02/01/96	1	1	1	38	13787.24	3	C
302373	360	0.00	59000.00	09/27/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	4	B
302374	240	0.00	69000.00	09/27/95	11/01/95	10/01/15	02/01/96	1	1	1	18	0.00	4	C
302375	360	0.00	52000.00	09/27/95	11/01/95	10/01/25	01/01/96	1	1	1	18	0.00	3	B
302376	360	0.00	79000.00	09/28/95	11/01/95	10/01/25	01/01/96	1	1	1	18	0.00	3	B
302377	180	0.00	52000.00	09/27/95	11/01/95	10/01/25	01/01/96	1	1	1	18	0.00	3	C
302378	360	0.00	89000.00	09/27/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	4	B
302379	360	0.00	60500.00	09/27/95	11/01/95	10/01/25	12/01/95	1	1	1	18	0.00	4	B
302380	360	0.00	69000.00	09/27/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	4	B

Loan No.	Type	Lastname	Firstname	Address	City	SI	Zip	County	Orig Bal	UPB 31	PAI	Rate	Term	CLTY
302382	FR	WARD	MILTON	R UTE 2 BOX 237	RALEIGH	MS	39153	SMITH	27,750.00	27,580.11	331.26	11.900	180	0.8952
302384	FR	CHAPIN	MICHAEL C	1191 BANGOR ROAD	WATERFORD	MI	48328	OAKLAND	68,000.00	67,728.77	655.78	9.990	240	0.7556
302385	BLLN	COLE	LEONARD I	113 ST. CLAIRE RYDE	DEVILLE	LA	71328	RAPIDES	68,425.00	68,351.13	651.83	11.000	180	0.8000
302386	FR	CORA	JOSEPH R	2921 PLEASANT VALLEY	WARREN	OH	44481	THUMBULL	66,100.00	66,060.87	743.48	11.150	360	0.8500
302387	FR	FERGUSON	GEORGE T	4032 N. GRACELAND	INDIANAPOLIS	IN	46208	MARIION	66,100.00	66,060.87	743.48	11.150	360	0.8500
302388	FR	HERRING	CASSIE	2943 EDGEWATER DRIVE	EDGEWATER	MD	21037	ANNE ARUNDEL	44,000.00	43,893.28	849.33	10.350	360	0.8987
302389	FR	GATES	ODIS	174 CROSS STREET	MORTONS GAP	KY	42440	HOPKINS	44,000.00	44,644.32	463.95	11.050	240	0.8000
302390	FR	SCOTT	RICHARD H	715 BEERY BOULEVARD	UNION	OH	45322	MONTGOMERY	71,200.00	70,934.14	710.85	10.500	240	0.8000
302392	FR	HOWELL	CORLISS M	18259 ROBERT	MELINDALE	MI	48122	WAYNE	47,000.00	46,941.62	424.87	10.350	360	0.7833
302394	FR	GLOVER	GARY	259 PROCTOR ST SW	PELHAM	GA	31779	MITCHELL	12,668.97	12,668.97	148.94	11.500	180	0.7600
302396	FR	HUSTON	ANGELA B	14718 PEPPER AVENUE	CLEVELAND	OH	44110	CUYAHOGA	20,000.00	19,896.70	186.33	10.250	240	0.4000
302397	FR	BONDS	JONAS L	6120 SUN VALLEY ROAD	JACKSON	MS	39206	HINDS	73,442.59	73,442.59	677.83	10.600	360	0.7819
302398	FR	CRAWFORD	ROBERT K	115 KARR COURT	LEXINGTON	SC	29072	LEXINGTON	68,000.00	67,806.86	685.63	11.350	360	0.7953
302400	BLLN	BURGESS	HAROLD	433 WILCLAY DRIVE	JACKSON	TN	38301	MADISON	48,900.00	48,865.33	537.11	12.900	180	0.6520
302402	BLLN	MERCER	JAY B.	1802 NORTH CORNELL	NASHVILLE	TN	37209	DAVIDSON	78,700.00	78,640.48	734.65	10.760	180	0.7495
302403	FR	MINOR	MALVIN L	8492 KELLY ROAD	INDIANAPOLIS	IN	46202	MARIION	25,500.00	25,358.98	323.48	13.050	180	0.7500
302406	FR	MURDOCK	KAREN A.	3742 WINDERMERE DR	FLUSHING	MI	48433	GENESE	74,500.00	74,513.12	690.78	10.650	180	0.7243
302407	FR	DAVIS	SUSAN L	501 BRANTLEY DRIVE	MEMPHIS	TN	38128	SHELBY	36,000.00	35,743.17	392.38	10.250	180	0.8000
302408	FR	JONES	RONALD E	501 EIGHTEENTH ST	AUSTELL	GA	30001	COBB	55,400.00	55,125.36	586.89	9.750	180	0.7858
302409	FR	WILKOLAK	DAVID A.	2088 W. 98TH STREET	MIDDLETOWN	OH	45044	BUTLER	20,000.00	19,894.03	214.92	10.000	180	0.7143
302412	FR	LAWSON	ROBERT T	12316 CRENELL AVENUE	CLEVELAND	OH	44105	CUYAHOGA	40,000.00	39,966.07	414.83	12.100	360	0.8000
302414	FR	CRAWFORD	LOYD G	10558 HIGHWAY 66	WADESVILLE	IN	47638	POSEY	37,237.16	37,237.16	394.98	11.400	240	0.7169
302415	FR	BRIDGES	JOYCE D	2978 OLD ELBERT ROAD	ROYSTON	GA	30662	HART	52,000.00	51,934.04	518.92	11.600	360	0.8000
302416	BLLN	VASQUEZ	CINDY	2966 NORTH BALDWIN R	OXFORD	MI	48371	OAKLAND	92,000.00	91,909.96	907.58	11.450	180	0.8000
302418	FR	DAVIS, JR	DAVID B	RT 2 BOX 203	NICHOLS	GA	31554	COFFEE	23,000.00	22,605.54	336.67	12.500	120	0.7484
302420	FR	KING	TYRONE	2304 KIRBY AVENUE	CHATTANOOGA	TN	37404	HAMILTON	29,484.25	29,484.25	380.98	12.300	180	0.8000
302422	FR	SALLEE	EMMA	14047 FAUST	DETROIT	MI	48223	WAYNE	45,500.00	45,481.00	469.77	12.050	360	0.7459
302423	BLLN	PITTS	GREGORY	1310 RIVERSIDE DRIVE	NASHVILLE	TN	37216	DAVIDSON	33,000.00	32,854.00	326.54	11.490	180	0.7500
302424	FR	SWOOPRE	DENISE	3631 BLANCHE ROAD	CLEVELAND HEIGHTS	OH	44118	CUYAHOGA	38,000.00	37,862.99	484.55	13.150	180	0.4872
302425	FR	PARKER	JACKIE	420 SHELLEY POE ROAD	DAWSON SPRINGS	KY	42408	HOPKINS	13,500.00	13,204.49	249.28	13.500	84	0.3000
302426	FR	KING	MARIE F.	45797 CRESTVIEW ROAD	NEW WATERFORD	OH	44445	COLUMBIANA	90,887.00	90,887.00	883.65	11.250	360	0.7911
302427	FR	E PAYNE	STANLEY	2664 STATE ROUTE 139	PORTSMOUTH	OH	45662	SCIOTO	41,900.00	41,903.38	548.28	13.890	180	0.7527
302430	FR	JOHNSON	GLEN A.	32223 DICKERSON ROAD	WILLOWICK	OH	44095	LAKE	75,923.97	75,923.97	743.94	11.350	360	0.8000
302434	FR	JOHNSON	DAVID	142 LANIER STREET	SPARTANBURG	SC	29303	SPARTANBURG	45,000.00	44,745.75	561.98	12.750	180	0.7500
302436	FR	GREENHOFF	ROBERT L	313 GRACE STREET	CHARCON	OH	44024	GEAUGA	82,162.00	82,086.72	829.35	11.750	360	0.7336
302437	FR	MYERS	GEORGE S	2500 9TH COURT	NASHVILLE	TN	37207	DAVIDSON	20,500.00	20,417.13	245.38	11.950	180	0.4556
302438	FR	LANGLEY	WILLIAM T	3871 HUTSON AVENUE	NASHVILLE	OH	44221	SUMMIT	54,400.00	54,020.68	601.34	10.500	180	0.8000
302440	FR	LYKINS	WILLIAM T	HC 88 BOX 216 C	NASHVILLE	OH	44221	SUMMIT	61,960.00	61,486.83	647.00	9.500	180	0.8000
302442	FR	FLOYD	VICTOR	1706 61ST AVENUE	NASHVILLE	TN	37216	Davidson	53,175.00	52,795.64	426.57	11.150	240	0.7596
302443	FR	JONES	ISAAC	RAILROAD STREET	ANGUILLA	KY	37207	MORGAN	40,866.81	40,866.81	485.96	11.500	360	0.8000
302444	FR	MONCURE, SR.	DONALD	R UTE 1 BOX 95	WEST LIBERTY	MS	39501	HARRISON	47,557.81	47,557.81	394.41	12.800	180	0.7000
302445	FR	ABBOTT	EVANGELI	3824 EAST N. CORNER	GULFPORT	GA	31054	WILKINSON	31,500.00	31,382.56	248.99	12.150	240	0.6392
302446	FR	NELSON	GERTRUDE	6904 EASTBROOK AVENUE	LANCASTER	MS	38721	SHARKEY	22,400.00	22,332.76	435.24	14.050	180	0.6392
302451	FR	BUTLER	JOHN P	4012 NO SHERIDAN AVE	BALTIMORE	MD	21224	BALTIMORE CITY	60,730.70	60,730.70	410.17	9.600	360	0.7800
302452	FR	SOMMERS	JERRY	1308 THIRD STREET	INDIANAPOLIS	IN	46226	MARIION	68,800.00	68,800.00	567.56	10.750	180	0.8000
302455	FR	STONE	ROBERT G	35 RIDGE COURT	BALTIMORE	GA	31717	DECATUR	17,550.00	17,448.45	216.31	12.500	180	0.6500
302458	FR	GRINDSTAFF	DUANE L	19145 HERITAGE HILLS	WILLIAMSTON	SC	29697	ANDERSON	39,626.49	39,626.49	442.16	10.500	180	0.7018
302459	BLLN	DORRIS	REX A.	613 WEST MAIN ST.	JONESBOROUGH	MD	20833	MONTGOMERY	178,500.00	178,108.55	1,698.55	10.890	360	0.8500
302460	BLLN	MITCHELL	MICHAEL R	17387 VALADE AVENUE	GREENVILLE	TN	37745	GREENE	64,600.00	64,490.01	578.40	13.250	180	0.8045
302461	BLLN	PHYROR	NANCY	1010 SYLVAN CIRCLE	RIVERVIEW	MI	48192	WAYNE	44,250.00	44,194.53	498.15	10.240	180	0.8500
302462	FR	CONSTANC	CONSTANC	463 BELINDA PARKWAY	MT JULIET	TN	37208	DAVIDSON	71,200.00	71,118.85	664.64	10.750	180	0.7500
302464	FR	MOSLEY	VERA E.	2208 24TH AVENUE MOR	NASHVILLE	TN	37208	DAVIDSON	33,750.00	33,520.02	378.32	10.500	240	0.8000
302465	FR	COOPER	LARRY W	3408 DILLON STREET	BALTIMORE	MD	21224	BALTIMORE CITY	39,900.87	39,900.87	399.35	10.500	240	0.8000
302467	FR	COLE	CHARLES R	200 GLENN WINKLES D	SHARPSBURG	GA	30275	COVETA	73,000.00	72,513.47	829.26	10.990	180	0.7300
302468	BLLN	WAGLEY	TRACEY L	2417 JEFFERSON ST.	BALTIMORE	MD	21205	BALTIMORE CITY	35,200.00	35,039.33	392.38	12.050	180	0.8000
302469	FR	HAWTHORNE	STEVEN O	20 JESSIE WAGLEY RID	GLENNMORA	LA	71433	RAPIDES	43,350.00	43,352.78	447.99	12.650	180	0.5964
302470	FR	TURNER	MARY H.	1709 SOUTH SUGAR RID	LAPLACE	LA	70068	ST JOHN THE BAPTIST	49,669.17	49,669.17	496.87	11.950	360	0.8000
				1006 WEST SECOND STR	ADEL	GA	31620	COOK	28,000.00	27,594.19	381.75	10.750	120	0.8000

Loan No.	Am Term	Sales Amt	Assoc Val	QDate	First Pmt	Matur Date	Nxt Pmt 31	Prod Type	Units	Occure	Loan	Loan Bal	Paid	Grade
302382	180	0.00	31000.00	09/27/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	3	B
302384	240	0.00	90000.00	09/28/95	11/01/95	10/01/15	02/01/96	1	1	1	18	0.00	3	A
302385	360	0.00	80500.00	09/27/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	3	A
302386	360	0.00	95000.00	09/27/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	4	A
302387	360	0.00	66000.00	10/02/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	4	A
302388	360	0.00	157000.00	09/27/95	11/01/95	10/01/25	02/01/96	1	1	1	18	0.00	3	A
302389	240	0.00	56000.00	09/28/95	11/01/95	10/01/15	02/01/96	1	1	1	18	0.00	4	A
302390	240	0.00	89000.00	09/28/95	11/01/95	10/01/15	02/01/96	1	1	1	18	0.00	3	B
302392	360	0.00	60000.00	09/27/95	11/01/95	10/01/25	02/01/96	1	1	1	18	0.00	4	A
302394	180	0.00	17000.00	09/27/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	3	B
302396	240	0.00	50000.00	09/27/95	11/01/95	10/01/15	03/01/96	1	1	1	18	0.00	3	A
302397	360	0.00	94000.00	10/24/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	4	B
302398	360	0.00	85500.00	09/29/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	4	B
302400	360	0.00	75000.00	10/05/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	B
302402	360	0.00	105000.00	09/28/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	4	A
302403	180	0.00	34000.00	09/28/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	4	A
302405	360	0.00	103000.00	09/28/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	3	A
302406	180	0.00	45000.00	09/28/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	3	A
302407	180	0.00	113000.00	09/28/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	3	A
302408	180	0.00	70500.00	10/04/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	2	A
302409	180	0.00	28000.00	09/28/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	3	A
302412	360	0.00	50000.00	09/28/95	11/01/95	10/01/25	02/01/96	2	2	1	18	0.00	3	B
302414	240	0.00	52000.00	10/10/95	12/01/95	11/01/15	01/01/96	8	1	1	18	0.00	2	B
302415	360	0.00	65000.00	09/28/95	11/01/95	10/01/25	03/01/96	1	1	1	18	0.00	4	B
302416	360	0.00	115000.00	09/29/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	3	A
302418	120	0.00	77600.00	09/29/95	11/01/95	10/01/05	03/01/96	8	1	1	18	35000.00	3	B
302420	180	37000.00	37000.00	09/29/95	11/01/95	10/01/10	01/01/96	2	2	1	18	0.00	1	B
302422	360	0.00	61000.00	09/29/95	11/01/95	10/01/25	02/01/96	1	1	1	18	0.00	4	B
302423	360	44000.00	45000.00	09/29/95	11/01/95	10/01/10	02/01/96	1	1	3	18	0.00	1	B
302424	180	0.00	78000.00	09/29/95	11/01/95	10/01/10	01/01/96	1	1	1	18	0.00	3	C
302425	84	0.00	45000.00	09/29/95	11/01/95	10/01/02	02/01/96	8	1	1	18	0.00	3	C
302426	360	0.00	115000.00	09/29/95	11/01/95	10/01/25	02/01/96	1	1	1	18	0.00	4	A
302427	180	0.00	55000.00	09/29/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	3	B
302430	360	0.00	95000.00	09/29/95	11/01/95	10/01/25	02/01/96	1	1	1	18	0.00	3	C
302434	180	0.00	60000.00	09/29/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	3	B
302435	360	0.00	112000.00	09/29/95	11/01/95	10/01/25	02/01/96	1	1	1	18	0.00	3	B
302436	180	0.00	45000.00	10/06/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	A
302437	180	0.00	68000.00	09/30/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	4	A
302438	180	0.00	72000.00	09/29/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	4	A
302439	180	0.00	70000.00	09/29/95	11/01/95	10/01/10	02/01/96	2	2	3	18	0.00	4	A
302440	240	0.00	51200.00	10/13/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	3	A
302442	360	0.00	59500.00	09/29/95	11/01/95	10/01/25	02/01/96	1	1	1	18	0.00	3	B
302443	180	0.00	42000.00	10/02/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	B
302444	240	0.00	32000.00	09/30/95	11/01/95	10/01/15	02/01/96	8	1	1	18	0.00	3	B
302445	180	0.00	51000.00	09/29/95	11/01/95	10/01/10	02/01/96	6	1	1	18	0.00	4	C
302446	360	0.00	62000.00	09/29/95	11/01/95	10/01/25	02/01/96	1	1	1	18	0.00	3	B
302448	360	0.00	76000.00	09/29/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	4	B
302451	180	0.00	27000.00	09/29/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	4	B
302454	180	0.00	57000.00	09/29/95	11/01/95	10/01/10	03/01/96	1	1	1	18	0.00	3	A
302456	360	0.00	210000.00	09/29/95	11/01/95	10/01/25	02/01/96	1	1	1	18	0.00	3	A
302458	180	0.00	102000.00	09/29/95	11/01/95	10/01/10	02/01/96	1	1	1	18	56159.00	3	C
302459	360	55000.00	60000.00	10/02/95	11/01/95	10/01/10	03/01/96	1	1	1	18	0.00	1	C
302460	360	0.00	76000.00	09/30/95	11/01/95	10/01/10	03/01/96	1	1	1	18	0.00	4	A
302461	360	0.00	89000.00	09/30/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	2	A
302462	180	0.00	45000.00	09/30/95	11/01/95	10/01/10	02/01/96	1	1	3	18	0.00	3	A
302464	240	0.00	50000.00	10/02/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	4	B
302465	180	0.00	100000.00	09/30/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	4	B
302466	180	0.00	44000.00	09/30/95	12/01/95	11/01/10	02/01/96	2	1	1	18	0.00	3	A
302467	180	0.00	74000.00	09/30/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	4	B
302468	360	0.00	62000.00	09/29/95	11/01/95	10/01/25	02/01/96	1	1	1	18	0.00	3	B
302469	360	0.00	35000.00	09/30/95	11/01/95	10/01/05	02/01/96	1	1	1	18	0.00	3	A
302470	120	0.00												

Loan No.	Lastname	Firstname	Address	City	ST	Zip	County	Orig Bal	LUPA 31	P&J	Rate	Term	CLTY
302472	FR	SANBURN	DWAYNE	POLLOCK	LA	71467	GRANT	10,150.00	9,897.21	223.48	11,550	60	0.2900
302474	FR	DUERSON	WILLIAM H	DAYTON	OH	45406	MONTGOMERY	40,000.00	39,897.56	392.66	10,250	240	0.8000
302476	FR	HAWKINS	EARL A.	AKRON	OH	44319	SUMMIT	43,200.00	43,140.32	374.33	9,850	360	0.8000
302478	BLN	MELTON	KENNETH J	CAVE CITY	KY	42127	BARREN	73,950.00	73,836.39	690.31	10,750	180	0.7800
302477	FR	ROGERS	DONALD	GREENVILLE	TN	37743	GREENE	48,750.00	48,410.09	538.88	10,500	180	0.6957
302479	FR	BELL	LARRY E.	AUSTELL	GA	30001	COBB	56,000.00	55,620.16	629.48	10,800	120	0.6630
302480	FR	BOBO	ROBERT L	CINCINNATI	OH	45237	HAMILTON	38,000.00	37,644.09	519.16	11,000	360	0.8000
302481	FR	BROWN	DOLORES L	BALTIMORE	MD	21239	BALTIMORE CITY	56,000.00	55,943.45	558.84	11,550	180	0.7000
302482	FR	WHITE	DAVID H.	CARTERSVILLE	GA	30120	BARTOW	28,000.00	27,762.69	327.98	11,300	180	0.2766
302483	FR	A BOZZELL	PATRICIA	NEW WINDSOR	MD	21776	CARROLL	35,000.00	34,730.89	404.43	11,350	360	0.7500
302484	FR	COSTANTE	RONNIE L	HANOVER PARK	IL	60103	DUPAGE	89,825.80	89,825.80	813.19	10,350	180	0.8500
302485	BLN	NEAL	WILLIAM L	BRISTOL	OH	45285	GREENE	65,450.00	65,406.08	635.18	11,300	180	0.8500
302486	FR	JONES	112 VERMONT DRIVE	XENIA	TN	37620	SULLIVAN	24,000.00	23,838.57	319.48	12,990	180	0.6455
302487	FR	EDWARD G	3712 THISTLE STREET	EDGEWATER	MD	21037	ANNE ARUNDEL	39,000.00	38,888.15	442.82	12,490	240	0.7992
302488	FR	HITT	624 JAMES AVENUE	OCEAN SPRINGS	MS	39564	JACKSON	50,150.00	49,825.24	579.49	10,250	180	0.8500
302489	BLN	HAREN	705 EAST FLORIDA ST	AKRON	OH	44312	SUMMIT	28,500.00	28,428.11	255.39	10,350	180	0.8000
302490	FR	A JOHNS	8005 SOUTH TRUMBULL	EVANSVILLE	IN	47710	VANDERBURGH	22,000.00	21,960.44	193.07	10,600	360	0.6984
302492	FR	RUSSELL	1800 VINTAGE ROAD	CHICAGO	IL	60652	COOK	98,800.00	98,246.64	574.73	10,600	360	0.8000
302493	BLN	DANIEL J	1925 MORRIS AVE.,N.E	RALEIGH	NC	27610	WAKE	92,000.00	91,947.10	948.15	10,990	180	0.8000
302494	FR	JAMES E.	2070 WEST 51ST AVE	CANTON	OH	44705	STARK	54,825.00	54,748.64	476.06	9,850	360	0.8500
302497	FR	MARKS	450 TWO NOTCH ROAD	INDIANAPOLIS	IN	46219	MARION	64,000.00	63,826.19	946.32	12,000	360	0.7360
302498	FR	SNYDER	8 CLEAR CREEK COU	GARY	IN	46408	Lake	42,000.00	41,796.89	607.05	9,750	240	0.8000
302499	FR	CRAPPS	3519 MEADOWBROOK BLV	LEXINGTON	SC	29073	LEXINGTON	16,000.00	15,929.29	426.40	10,750	240	0.7849
302500	FR	SCHNEIDER	200 LONGBRIDGE ROAD	SIMPSONVILLE	SC	29681	GREENVILLE	76,800.00	76,729.55	665.48	9,850	360	0.8000
302501	FR	HOWARD	3968 WENDY DRIVE	HELENA	GA	31078	CUYAHOGA	33,000.00	32,976.30	534.12	10,500	240	0.7500
302502	BLN	BURDETTE	12218 WEST 181ST AVE.	CLEVELAND	OH	44122	CUYAHOGA	96,500.00	96,415.89	853.28	10,090	360	0.7481
302503	FR	COOPER	2218 JOHN WINDROW RD	LOWELL	IN	46356	LAKE	48,000.00	47,975.58	549.80	10,750	180	0.7419
302504	FR	RADASZEWSKI	3784 MONTEVISTA ROAD	NASHVILLE	TN	37067	RUTHERFORD	36,000.00	35,807.28	386.81	9,500	180	0.4471
302505	BLN	HINTON	52 W. HIGHLAND AVE	EAGLEVILLE	OH	44121	CUYAHOGA	45,650.00	45,553.74	593.05	10,500	180	0.6706
302506	FR	SHABADOS	707 SOUTH GALENA AV	ROBERTA	GA	31078	CRANFORD	30,800.00	30,664.56	357.85	11,400	180	0.8000
302508	FR	GOODMAN	3353 OLD CHATSWORTH	FREEPORT	IL	61032	STEPHENSON	52,000.00	51,958.50	476.68	10,500	180	0.8000
302509	FR	ESTES	22921 LITTLE POND RD.	INDIANAPOLIS	IN	46205	MARION	37,500.00	37,432.55	436.67	12,900	240	0.7500
302510	FR	GUESS	13570 MEYERS	DALTON	GA	30720	WHITFIELD	42,750.00	42,724.30	331.62	12,900	240	0.7500
302512	BLN	WHITE	14175 PIPPIN ROAD	EASLEY	SC	29640	PICKENS	30,000.00	29,861.16	433.16	11,800	360	0.7500
302513	FR	SPENCE	10955 BOARMAN AVENUE	DETROIT	MI	48202	WAYNE	22,000.00	21,987.36	226.29	12,000	360	0.5238
302514	FR	ABBOTT	3808 BOARMAN AVENUE	CINCINNATI	MI	48223	WAYNE	39,900.00	39,883.25	463.88	13,400	180	0.7000
302516	FR	HOLLINS	2325 FAIRFAX AVENUE	BALTIMORE	MD	21215	BALTIMORE CITY	54,400.00	54,081.98	617.97	10,990	180	0.8000
302517	BLN	LEALI	12807 IMPERIAL AVENUE	DAYTON	OH	45414	MONTGOMERY	44,250.00	44,229.18	486.04	12,900	180	0.7500
302518	FR	ERHARDT	2518 QUEENSWOOD DR.	BEVERLY HILLS	CA	91205	OAKLAND	140,000.00	139,917.68	1,429.29	11,900	360	0.7000
302520	FR	RICE JR.	809 CARPENTER FLETCH	CLEVELAND	OH	43219	FRANKLIN	52,800.00	52,767.90	481.50	10,500	180	0.8029
302522	FR	MORCH	1967 HAM BROWN ROAD	COLUMBUS	OH	43219	FRANKLIN	127,200.00	127,100.62	1,173.07	10,600	360	0.8000
302523	FR	RIDLEY	3715 ROCKVILLE ROAD	DURHAM	NC	27713	DURHAM	44,220.00	44,220.00	433.15	11,350	360	0.8000
302524	FR	REEVES	1032 EAST DIXON	KISSIMMEE	FL	34746	OSCEOLA	40,896.25	40,896.25	435.40	9,750	180	0.7473
302525	FR	WOODSON	3131 WESLOCK CIRCLE	KOKOMO	IN	46801	HOWARD	32,644.68	32,644.68	357.50	10,250	180	0.8000
302526	FR	DODSON	508 PROSPECT ROAD	DECATUR	GA	30034	DEKALB	85,000.00	84,926.09	752.22	10,100	360	0.8500
302527	FR	DEMAM	1969 SHANNON RIDGE C	MOUNT AIRY	NC	27027	DEKALB	10,000.00	9,923.85	104.42	9,500	180	0.4000
302529	FR	MULCAHY	810 W. WINDLAKE AVE	DECATUR	GA	30032	DEKALB	92,650.00	92,546.88	871.84	10,850	360	0.8500
302530	FR	CHANDLER	296 MONTLAKE ROAD	MILWAUKEE	WI	53204	MILWAUKEE	24,000.00	23,946.11	251.82	11,250	240	0.7453
302532	FR	BARKER	1241 A ANNAPOLIS WOO	SODDY DAVIS	TN	37379	HAMILTON	40,950.00	40,920.62	389.78	11,000	180	0.6300
302534	FR	MCDONOUGH	2319 KESWICK ROAD	WELCHOME	MD	20693	CHARLES	66,000.00	65,503.09	698.78	9,740	180	0.2063
302535	FR	HARDING	11280 W. HWY 136	BALTIMORE	MD	21211	BALTIMORE CITY	42,400.00	42,203.77	487.31	10,750	240	0.8000
302536	FR	GILGORE	18130 MARGATE	RISING FAWN	GA	30738	WALKER	109,600.00	109,527.77	1,072.83	11,350	360	0.7709
302538	FR	BURNHAM	924 COLDSRING	LATHRUP VILLAGE	MI	48076	OAKLAND	319,200.00	318,936.85	2,884.11	10,350	360	0.8000
302540	FR	HODGE	1299 WHITE OAK ROAD	NORTHVILLE	MI	48167	WAYNE	78,800.00	78,742.85	859.38	12,800	180	0.7982
302544	FR	MATTHEWS		AMELIA	OH	45102	CLERMONT						0.8000
302545	BLN	SHENEFELT											
302546	BLN	CHANEY											

Loan No.	Am. Term	Sales Amt	Acct Val	QData	First Pmt	Mature Date	Nat Pmt 31	Proc. Time	Units	Occur	Liab	Liab Bal	Paid	Grade
302472	60	0.00	35000.00	08/30/95	11/01/95	10/01/00	01/01/96	1	1	1	18	0.00	3	B
302474	240	0.00	50000.00	10/02/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	4	A
302475	360	0.00	54000.00	10/02/95	12/01/95	11/01/25	03/01/96	1	1	1	18	0.00	3	A
302476	360	0.00	87000.00	09/30/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	3	A
302477	180	0.00	65000.00	09/30/95	11/01/95	10/01/10	02/01/96	8	1	1	18	0.00	4	A
302478	180	0.00	80500.00	09/30/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	4	A
302480	120	0.00	67500.00	10/10/95	12/01/95	11/01/05	02/01/96	1	1	1	18	0.00	3	A
302481	360	0.00	70000.00	09/30/95	11/01/95	10/01/25	02/01/96	6	1	1	18	0.00	3	B
302482	180	0.00	40000.00	09/30/95	11/01/95	10/01/10	03/01/96	1	1	3	18	0.00	3	A
302483	180	0.00	127000.00	09/30/95	11/01/95	10/01/10	02/01/96	2	2	1	18	0.00	4	A
302484	360	0.00	120000.00	10/02/95	12/01/95	10/01/10	01/01/96	1	1	1	18	0.00	2	A
302485	360	0.00	77000.00	09/30/95	11/01/95	10/01/10	03/01/96	1	1	1	18	0.00	3	B
302486	180	0.00	44000.00	09/30/95	11/01/95	10/01/16	03/01/96	1	1	1	38	81678.00	3	C
302487	240	0.00	110000.00	09/30/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	4	A
302488	180	0.00	59000.00	09/30/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	3	C
302489	360	0.00	76000.00	10/02/95	12/01/95	11/01/25	02/01/96	1	1	3	18	0.00	3	A
302490	360	0.00	31500.00	10/03/95	12/01/95	10/01/10	02/01/96	1	1	1	18	0.00	1	B
302492	360	77900.00	80000.00	10/03/95	11/01/95	10/01/10	02/01/96	1	1	1	18	0.00	2	B
302493	360	0.00	123500.00	10/03/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	4	A
302494	360	0.00	64500.00	10/03/95	12/01/95	11/01/25	02/01/96	5	3	1	18	0.00	3	B
302497	360	0.00	125000.00	10/03/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	3	A
302498	240	0.00	80000.00	10/11/95	12/01/95	11/01/15	04/01/96	1	1	3	18	0.00	3	A
302499	240	0.00	60000.00	10/03/95	12/01/95	11/01/10	02/01/96	1	1	1	38	35666.00	3	A
302500	180	0.00	65000.00	10/03/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	A
302501	360	0.00	96000.00	10/04/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	2	B
302502	360	0.00	44000.00	10/04/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	A
302503	240	0.00	68000.00	10/04/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	3	B
302504	360	0.00	129000.00	10/09/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	4	A
302505	360	0.00	64000.00	10/04/95	12/01/95	11/01/10	02/01/96	8	1	1	18	0.00	4	C
302506	240	0.00	85000.00	10/04/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	A
302507	180	0.00	80000.00	10/04/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	A
302508	180	57000.00	57000.00	10/04/95	12/01/95	11/01/25	03/01/96	1	1	1	18	0.00	4	A
302509	360	0.00	38500.00	10/04/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	2	B
302510	180	0.00	65000.00	10/09/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	B
302512	360	0.00	50000.00	10/04/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	3	C
302513	240	0.00	41500.00	10/05/95	12/01/95	11/01/10	02/01/96	8	1	1	18	0.00	3	A
302514	180	0.00	57000.00	10/13/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	3	B
302516	360	0.00	42000.00	10/09/95	12/01/95	11/01/25	02/01/96	2	2	3	18	0.00	3	C
302517	360	0.00	57000.00	10/05/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	B
302518	360	0.00	66000.00	10/06/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	3	B
302519	360	0.00	68000.00	10/12/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	C
302520	180	0.00	59000.00	10/05/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	B
302522	360	0.00	200000.00	10/05/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	3	B
302523	360	0.00	52000.00	10/05/95	12/01/95	11/01/10	02/01/96	2	2	1	18	0.00	4	A
302524	180	0.00	66000.00	10/05/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	A
302525	360	0.00	159000.00	10/05/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	2	B
302526	360	0.00	59000.00	10/05/95	12/01/95	11/01/25	02/01/96	8	1	1	18	0.00	3	A
302527	360	0.00	55000.00	10/12/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	A
302529	180	0.00	41000.00	10/06/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	B
302530	180	0.00	100000.00	10/06/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	A
302532	360	0.00	100000.00	10/06/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	3	A
302534	180	0.00	109000.00	10/06/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	2	B
302535	360	0.00	32200.00	10/12/95	12/01/95	11/01/15	02/01/96	2	2	3	18	0.00	4	A
302536	240	0.00	65000.00	10/07/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	B
302537	360	0.00	320000.00	10/10/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	A
302538	180	0.00	60000.00	10/09/95	12/01/95	11/01/15	02/01/96	2	1	1	18	0.00	4	B
302539	240	0.00	55000.00	10/06/95	12/01/95	11/01/10	02/01/96	8	1	1	18	0.00	3	A
302540	180	0.00	137000.00	10/09/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	B
302543	360	399900.00	400000.00	10/06/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	1	A
302544	360	98500.00	98500.00	10/06/95	12/01/95	11/01/10	03/01/96	1	1	1	18	0.00	1	B
302545	360													

Loan No.	Type	Lastname	Firstname	Address	City	SI	Zip	County	Off Bal	UPB 31	Pk	Rate	Term	CLTY
302546	FR	SOLIS	SAMUEL	2344 SOUTH ALBANY AV	CHICAGO	IL	60623	COOK	51,775.00	51,736.67	487.21	10.950	360	0.7092
302547	BLLN	WARREN	RICKY R.	2 LANDMARK PLACE	DURHAM	NC	27705	Durham	243,600.00	243,045.55	2,228.50	10.500	180	0.7000
302549	FR	LUCAS	THOMAS W	R UTE 5 BOX 40A	CORINTH	MS	38834	ALCOORN	45,000.00	47,777.85	530.59	10.500	180	0.8000
302550	FR	WILKINSON	CATHERINE	R UTE 3 BOX 303 D	ERIN	TN	37061	HOUSTON	43,635.50	43,635.50	436.59	10.490	240	0.6286
302552	FR	WILLIS	DOROTHY	9673 NORTH BUNKER HI	DEMOTTE	IN	46310	NEWTON	33,850.00	33,703.66	390.07	11.250	180	0.7958
302553	FR	GREEN	ALETHEA M	616 MOODY STREET	SHELBYVILLE	TN	37180	BEDFORD	35,631.00	35,296.31	485.79	10.760	120	0.7128
302554	FR	THOMPSON	YVONNE	11420 NASHVILLE	DETROIT	MI	48205	WAYNE	35,200.00	35,017.40	362.28	9.250	180	0.8000
302555	FR	LIGON	PATRICIA	3402 ORLEANS DRIVE	CLARKSVILLE	TN	37214	DAVIDSON	53,700.07	596.92	596.92	10.500	180	0.6835
302556	FR	PACK	JOY Y	230 ORLEANS DRIVE	CLARKSVILLE	TN	37042	MONTGOMERY	18,000.00	17,904.16	233.58	13.490	180	0.3000
302557	FR	CORDE	DANNY L	9533 ESSEX	ROMULUS	MI	48174	WAYNE	43,000.00	42,927.68	616.77	13.390	240	0.6616
302558	FR	SCARBROUGH	JIMMY	6905 BLACK CHAPEL RD	ELIZABETH	IN	47117	HARRISON	38,110.85	394.81	394.81	11.000	240	0.7600
302559	FR	PIERCY	BETH A.	28 SKYLYN COURT	ASHEVILLE	NC	28806	BUNCOMBE	16,933.28	202.44	202.44	13.000	180	0.8000
302560	FR	MAJOR	RANDY M.	4716 CHASE ROAD	DEARBORN	MI	48126	WAYNE	29,360.00	29,239.63	348.60	11.800	180	0.8000
302561	FR	HILL	LUIA B	405 GLENN ROAD	GREENVILLE	SC	29607	GREENVILLE	33,600.00	33,600.00	434.00	13.400	180	0.8000
302566	FR	STEINER	EUGENE P	3543 HANOVER DRIVE	KENT	OH	44240	PORTAGE	65,450.00	65,427.90	635.68	11.250	360	0.8000
302568	FR	WATTS	OKEY	802 1/2 EAST AVENUE	ELYRIA	OH	44035	LORAIN	41,600.00	41,326.81	459.85	10.500	180	0.8000
302569	FR	PAPINI	MICHAEL	4 MARLEY COURT	WHITELAND	IN	46184	JOHNSON	100,000.00	99,940.55	1,017.08	11.850	360	0.7407
302570	BLLN	MCCURDY	DERRY J.	1825 KENSINGTON DR.	DAYTON	OH	45406	MONTGOMERY	72,000.00	71,953.76	713.01	11.500	180	0.8000
302571	BLLN	HAMILTON	ROSA	14318 DOVER AVENUE	EAST CLEVELAND	OH	44112	CUYAHOGA	24,000.00	23,982.80	228.56	11.000	180	0.4364
302572	BLLN	KUNTZ	ELIZABETH	31 MILTON AVENUE	YOUNGSTOWN	OH	44509	MAHONING	32,150.00	32,124.33	294.09	10.500	180	0.8038
302573	FR	CARTER	LAWRENCE	11925 ST. JOHN AVENUE	CLEVELAND	OH	44111	CUYAHOGA	62,982.00	62,923.00	541.11	10.500	360	0.8179
302574	FR	CASSADA	DAVID K.	7200 HARBORTON WAY	LOUISVILLE	KY	40228	JEFFERSON	25,000.00	24,884.30	276.35	10.500	180	0.8589
302575	FR	A BURKS	MICHAEL	6209 DEERFIELD DRIVE	ALEXANDRIA	LA	71301	RAPIDES	55,250.00	55,201.94	488.95	10.100	360	0.8500
302576	BLLN	GROVES	TODD A.	507 ALPINE DRIVE	SAUTEE	GA	30571	WHITE	53,000.00	52,941.46	508.74	11.100	180	0.5092
302577	BLLN	BRENNER	JOHN H	2742 TERRITORIAL RD.	BENTON HARBOR	MI	49022	BERRIEN	41,250.00	41,222.93	405.35	11.400	180	0.7500
302578	BLLN	WILSON	JANE	2480 & 2482 EUCLID ST.	DETROIT	MI	48206	WAYNE	22,500.00	22,461.76	295.12	13.700	180	0.5626
302579	FR	ESTES	HORACIO	3880 SPANISH OAKS	WEST BLOOMFIELD HILLS	MI	48323	OAKLAND	300,000.00	299,865.15	3,342.06	13.100	360	0.7500
302580	FR	LOWE	RANDY G.	1028 SW 1ST STREET	RICHMOND	IN	47374	WAYNE	37,500.00	37,330.40	162.91	10.750	180	0.7353
302582	FR	LOWE	JOHNNY	30671 VENTURA	SOUTHFIELD	MI	48076	OAKLAND	90,400.00	822.91	822.91	11.900	360	0.7930
302585	BLLN	MARLES	DEBBIE J	4750 ZEMMER ROAD	COLUMBIANVILLE	MI	48421	LAPEER	56,990.54	56,990.54	693.46	14.400	180	0.7500
302586	BLLN	MARTIN	LIZBIE B	2726 RIGGS AVENUE	ROYAL OAK	MI	48067	OAKLAND	30,500.00	30,493.78	349.35	13.450	180	0.8489
302587	BLLN	CONNOLLY	LANCE E.	334 DEWEY	GREENVILLE	SC	29609	GREENVILLE	80,000.00	79,949.90	913.18	13.500	180	0.7273
302588	FR	LOOMIS	CHARLES K	200 ROGERS AVENUE	GREENVILLE	MI	48220	OAKLAND	20,000.00	19,905.28	217.99	10.250	180	0.4444
302589	FR	BUCHOLTZ	RAYMOND E	2105 SONOMA	FERNDALE	MI	48200	GREENVILLE	62,222.62	62,222.62	562.91	10.350	360	0.7987
302590	FR	MOULTHE	BRENDA F	8 PRANCER AVENUE	GREENVILLE	SC	29605	GREENVILLE	27,375.00	27,278.64	353.60	13.400	180	0.7500
302594	BLLN	MAGID	JEFFREY	11495 CADILLAC AVENUE	WARREN	MI	48089	MACOMB	39,750.00	39,728.86	419.61	12.350	180	0.7500
302595	FR	MCCOY	CHESTER	1578 MAY AVENUE	ATLANTA	GA	30316	DEKALB	69,000.00	58,944.73	606.90	9.750	180	0.8389
302596	FR	NOWAK	MICHAEL	44181 CROFTON COURT	CANTON	MI	48187	WAYNE	113,550.00	113,489.59	1,198.67	12.350	360	0.8053
302597	BLLN	MALLOY	RUTH D	11908 BIZET COURT	FORT WASHINGTON	MI	20744	PRINCE GEORGE'S	143,920.00	143,805.12	1,316.49	10.500	180	0.8000
302598	BLLN	BYNUM	CICERO	9900 PINEHURST	DETROIT	MI	48204	WAYNE	25,600.00	25,585.11	262.34	11.950	180	0.8000
302599	FR	HEATHERINGTON	DANIEL D	520 ANOKA	FLINT	MI	48532	GENESEE	25,600.00	25,532.20	246.88	9.990	240	0.8000
302600	BLLN	DEAN	BOBBIE H	475 EAST MAIN ST	HOPKINS	MI	49202	JACKSON	12,000.00	11,993.11	123.43	12.000	180	0.3333
302604	BLLN	HOEKSTRA	WAYNE K	63 MARK STREET	POKTIAC	MI	48341	OAKLAND	39,584.84	39,584.84	373.39	10.750	180	0.8582
302605	FR	QUINLARSON	ERNEST C	35 W. BROOKS ROAD	MEMPHIS	TN	38109	SHELBY	62,050.00	62,006.50	895.61	11.100	360	0.8500
302607	FR	CARTER	KENNETH	7033 NORTH WASHINGTON	INDIANAPOLIS	IN	46220	MARION	36,000.00	35,890.90	522.76	12.350	120	0.8000
302608	FR	REID	CINDY	1971 HIGHWAY 138	RIVERDALE	GA	30296	CLAYTON	58,400.00	58,365.65	547.33	12.250	180	0.1000
302609	FR	NEWMAN	AARON	1127 SHARPE AVENUE	NASHVILLE	TN	37206	DAVIDSON	44,000.00	43,796.35	486.38	10.500	180	0.7857
302610	FR	FLYNN	CHARLES K	378 CARBON ROAD	MEMPHIS	TN	38109	SHELBY	35,250.00	35,125.93	455.32	13.400	180	0.7600
302612	FR	DALE	MARIA I.	28303 HILLVIEW	ROSELILLE	MI	48066	MACOMB	45,700.00	45,664.29	421.46	10.600	360	0.6721
302613	FR	JOHNSON	RL	833 ATWOOD STREET	ATLANTA	GA	30310	FULTON	45,000.00	44,959.48	406.59	10.350	360	0.7317
302614	BLLN	NOTH	STEPHEN F	1144 E CHANDLER AVE	EVANSVILLE	IN	47714	VANDERBURGH	30,400.00	30,378.16	289.28	10.990	180	0.8000
302615	FR	HENRY	TRACY A	107 GREENYARDS PLAC	HENDERSOINVILLE	TN	37075	SUMNER	68,000.00	67,714.97	816.88	11.800	180	0.8000
302616	FR	CARTER	JAMES E	5738 ADELPHI STREET	CINCINNATI	OH	45227	HAMILTON	46,550.00	46,442.67	482.07	11.050	240	0.8026
302617	FR	HOUSE	ALFRED	6805 BRIGHTON AVENUE	BALTIMORE	MD	21215	BALTIMORE	98,000.00	97,923.44	903.78	10.600	360	0.8000
302618	FR	RIGDON JR	JEROME	156 RYAN COURT	SIX MILE	SC	29682	PICKENS	138,400.00	138,291.87	1,276.36	10.600	360	0.8000
302619	FR	C YOUNG	JENNIFER	309 BUTLER ROAD	PORTLAND	ME	37148	SUMNER	88,000.00	87,970.29	654.71	11.250	180	0.8000
302620	FR	HEAD	JESSE W	581 1/2 EAST 6TH ST	RUSSELLVILLE	KY	42776	LOGAN	22,759.17	22,759.17	303.95	10.000	120	0.6765
302621	FR	WINK	THOMAS R	8820 LIMERICK LAKE	OWINGS	MD	20736	CALVERT	132,000.00	131,389.08	1,459.13	10.500	180	0.8000
302622	FR	CAGE	BYRON L	4177 CHAPEL LAKE DR.	DECATUR	GA	30034	DE KALB	129,438.00	129,356.67	1,291.70	11.600	360	0.8300
302625	BLLN	BECKETT	YVONE O	1255 EAST 279TH ST.	EUCLID	OH	44132	CUYAHOGA	37,500.00	37,470.06	343.03	10.500	180	0.7813

Loan No.	Am Term	Sales Amt	Acct Val	QDate	First Pmt	Matur Date	Next Pmt 31	Prnc Type	Units	Occase	Len	Len Bal	Paid	Grade
302546	360	0.00	730000.00	10/21/95	12/01/95	11/01/25	02/01/96	1	1	3	18	0.00	3	C
302547	360	0.00	348000.00	10/03/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	B
302548	180	0.00	60000.00	10/09/95	12/01/95	11/01/10	03/01/96	1	1	3	18	0.00	3	A
302549	240	0.00	70000.00	10/09/95	12/01/95	11/01/15	03/01/96	1	1	1	18	0.00	3	A
302550	180	0.00	66500.00	10/13/95	12/01/95	11/01/10	02/01/96	1	1	1	38	19325.03	3	B
302551	120	0.00	50000.00	10/10/95	12/01/95	11/01/05	02/01/96	1	1	1	18	0.00	3	A
302552	180	0.00	44000.00	10/10/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	A
302553	180	0.00	79000.00	10/10/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	A
302554	180	0.00	60000.00	10/11/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	A
302555	180	0.00	65000.00	10/10/95	12/01/95	11/01/15	03/01/96	1	1	1	18	0.00	2	C
302556	180	0.00	51000.00	10/11/95	12/01/95	11/01/15	03/01/96	8	1	1	18	57600.00	3	B
302557	240	0.00	92000.00	10/10/95	12/01/95	11/01/10	02/01/96	1	1	1	38	0.00	1	B
302558	180	36700.00	43000.00	10/16/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	1	B
302559	180	0.00	42000.00	10/09/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	C
302560	360	0.00	77000.00	10/11/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	3	A
302561	180	0.00	52000.00	10/09/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	A
302562	360	0.00	139000.00	10/10/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	3	B
302563	180	135000.00	90000.00	10/16/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	B
302564	360	0.00	55000.00	10/10/95	12/01/95	11/01/10	02/01/96	2	2	1	18	0.00	3	B
302565	360	0.00	40000.00	10/10/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	A
302566	360	0.00	77000.00	10/11/95	12/01/95	11/01/25	02/01/96	1	1	1	38	48007.00	3	A
302567	360	0.00	85000.00	10/10/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	A
302568	180	0.00	87000.00	10/12/95	12/01/95	11/01/10	03/01/96	1	1	1	18	0.00	4	C
302569	360	0.00	55000.00	10/12/95	12/01/95	11/01/10	01/01/96	2	2	1	18	0.00	3	C
302570	180	0.00	40000.00	10/12/95	12/01/95	11/01/10	03/01/96	1	1	1	18	0.00	3	B
302571	360	0.00	40000.00	10/20/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	3	A
302572	360	0.00	61000.00	10/11/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	A
302573	360	0.00	114000.00	10/12/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	3	B
302574	360	0.00	76000.00	10/13/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	B
302575	360	0.00	47000.00	11/09/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	C
302576	360	0.00	110000.00	10/18/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	B
302577	360	0.00	45000.00	10/13/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	C
302578	180	0.00	78000.00	10/19/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	A
302579	360	0.00	36500.00	10/12/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	3	A
302580	360	0.00	53000.00	10/12/95	12/01/95	11/01/10	02/01/96	1	1	3	18	0.00	3	C
302581	360	0.00	70500.00	10/11/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	A
302582	360	0.00	141000.00	10/12/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	4	A
302583	360	0.00	179900.00	10/13/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	A
302584	360	0.00	32000.00	10/17/95	12/01/95	11/01/15	02/01/96	1	1	3	18	0.00	1	A
302585	360	32000.00	32000.00	10/16/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	A
302586	360	0.00	68000.00	10/13/95	12/01/95	11/01/10	01/01/96	8	1	1	18	0.00	4	B
302587	240	0.00	73000.00	10/13/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	3	C
302588	360	0.00	60000.00	10/12/95	12/01/95	11/01/05	02/01/96	1	1	3	18	0.00	4	A
302589	360	0.00	60000.00	10/12/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	C
302590	180	0.00	45000.00	10/12/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	4	B
302591	360	0.00	73000.00	10/12/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	B
302592	180	0.00	50000.00	10/12/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	C
302593	360	0.00	95000.00	11/03/95	01/01/96	12/01/10	03/01/96	1	1	1	18	0.00	4	B
302594	180	0.00	47000.00	11/03/95	01/01/96	12/01/10	03/01/96	1	1	1	18	0.00	2	C
302595	180	0.00	68000.00	10/13/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	4	B
302596	180	0.00	61500.00	10/12/95	12/01/95	11/01/10	02/01/96	1	1	3	18	0.00	3	A
302597	360	0.00	88000.00	10/20/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	B
302598	360	0.00	88000.00	10/20/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	B
302599	180	86000.00	58000.00	10/13/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	1	B
302600	240	0.00	122500.00	10/16/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	2	A
302601	360	0.00	173000.00	10/13/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	A
302602	360	0.00	110000.00	10/13/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	B
302603	360	0.00	34000.00	10/13/95	12/01/95	11/01/05	02/01/96	1	1	1	18	0.00	3	A
302604	120	0.00	165000.00	10/13/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	B
302605	360	0.00	160000.00	10/13/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	1	A
302606	360	0.00	48000.00	10/16/95	12/01/95	11/01/10	02/01/96	3	1	3	18	0.00	3	A

Loan No.	Loan	Lessor	Extra	Address	City	SI	Zip	County	Orig Bal	UPB 31	PRI	Rate	Term	CLTY
302626	FR	DAMIANO	RAYMOND P	1817 STARBUCK DRIVE	LAS VEGAS	NV	89108	Clark	94,950.00	87,822.92	746.97	8.750	360	0.9000
302627	FR	DUCKETT	GREGORY	5719 HILAND AVENUE	LANHAM	MD	20708	PRINCE GEORGE'S	208,000.00	207,866.41	2,059.81	11.500	360	0.7969
302628	FR	MCCBRIDE	LOUIE F	5517 LLOYD AVENUE	WHITE MARSH	MD	21162	BALTIMORE	67,500.00	67,362.86	743.23	12.000	240	0.7500
302629	FR	WELBORN	LOUIE F	28 SPRING STREET	WILLIAMSTON	SC	29697	ANDERSON	57,600.00	57,333.42	636.71	10.500	180	0.8000
302630	FR	STEVENS	JON A	484 EAST WATER ST.	FLEMINGSBURG	KY	41041	FLEMING	27,000.00	26,946.59	301.07	12.200	240	0.7418
302631	FR	PARTIE	GREG	2814 AUSTIN AVENUE	EVANSVILLE	IN	47712	VANDERBURGH	48,000.00	47,966.35	460.75	11.100	360	0.8000
302632	FR	BROWN	DARRELL K	4115 SYKESVILLE ROAD	EVANSVILLE	IN	47712	CARROLL	62,680.52	62,680.52	657.88	9.500	180	0.6058
302633	FR	BRUNFIELD	CARROLL W	745 W. ROCKTON ROAD	ROCKTON	IL	61072	Winnebago	77,551.25	77,551.25	774.39	11.600	360	0.8000
302634	FR	BLUNT	JAMIE A.	4290 S. ORANGE BLOSS	KISSIMEE	FL	34746	OSCEOLA	15,000.00	14,957.02	215.10	15.600	180	0.3333
302635	FR	BLUNT	ERNEST P	706 UTICA-SELLERSBU	JEFFERSONVILLE	IN	47130	CLARK	32,374.65	32,374.65	298.23	10.500	240	0.8500
302636	FR	EVANS	JIMMIE L	211 E. GRAND AVENUE	SPRINGFIELD	OH	45505	CLARK	30,000.00	29,980.95	298.23	11.550	180	0.8061
302637	FR	SWAIN	TIMOTHY M	4511 EAST 6TH PLACE	GARY	IN	46403	LAKE	14,000.00	13,941.77	606.03	12.750	120	0.4000
302638	FR	PEARSON	WILL H.	158 NORTH POPLAR ST	DYER	TN	38330	GIBSON	54,825.00	54,571.27	606.03	10.500	180	0.8500
302639	FR	COX	JAMES	640 FARVIEW DRIVE	MADISON	TN	37115	DAVIDSON	62,500.00	62,517.09	628.72	12.400	180	0.8019
302640	FR	BENTLEY	JOHN H.	127 TALMADGE AVENUE	LANCASTER	OH	43130	FAIRFIELD	68,150.00	68,069.77	628.50	10.600	360	0.8519
302641	FR	SPRIES	AMY R.	12538 LAUREL GROVE PL	GERMANTOWN	MD	20874	MONTGOMERY	88,000.00	87,908.06	848.03	11.150	360	0.8000
302642	FR	BLAIR	DWIGHT F	23570 JOHN L. LANE	DENHAM SPRINGS	LA	70726	LIVINGSTON	51,750.00	51,714.89	502.63	11.250	180	0.7500
302643	FR	WILLIAMS	RONALD	9328 OAK AVE SOUTHEA	EAST SPARTA	OH	44626	STARK	52,000.00	51,805.83	519.16	10.500	240	0.8000
302644	FR	WILLIAMS	RONALD	11821 FORREST AVENUE	CLEVELAND	OH	44120	CUYAHOGA	29,400.00	29,386.49	325.22	13.000	180	0.7000
302645	FR	WILLIAMS	RONALD	9908 & 9910 PARKGATE	CLEVELAND	OH	44103	CUYAHOGA	33,800.00	33,786.12	387.15	13.500	180	0.6500
302646	FR	BARNETT	BRENDA	930 E. 130TH ST.	CLEVELAND	OH	44108	CUYAHOGA	40,500.00	40,402.85	411.17	10.750	240	0.7364
302647	FR	PRICE	EDNA	3902 BARNOR DRIVE	INDIANAPOLIS	IN	46226	MARION	45,000.00	44,981.52	515.44	13.500	180	0.8000
302648	FR	KELLETT	RONALD P	3318 GIBBS LANE	HILLSBOROUGH	NC	27278	ORANGE	71,600.00	71,526.80	695.42	11.250	360	0.7600
302649	FR	BOULDING	KENNETH	220 W. AIKEN ROAD	EDEN	NC	27288	ROCKINGHAM	30,000.00	29,966.03	312.72	11.150	240	0.6867
302650	FR	MALDONADO	VICTOR	4029 PARK STREET	CARSONVILLE	MI	48419	SANILAC	104,000.00	103,894.96	920.37	10.100	360	0.8000
302651	FR	DILLARD	BENJAMIN	13013 5TH STREET	BOWIE	MD	20720	PRINCE GEORGE'S	41,000.00	40,823.01	472.46	11.250	180	0.8200
302652	FR	LOFTIN	WILLIE H	318 ENTERPRISE DR.	ALBANY	GA	31705	DOUGHERTY	32,500.00	32,279.58	365.32	10.800	180	0.8417
302653	FR	MCCATEE	DAVID E	3130 CENTER	BELMONT	NC	28012	GASTON	54,788.98	54,788.98	677.89	12.500	180	0.5238
302654	FR	WITHERS SR.	JOHNNY	1708 SOUTHPOINT ROAD	HIGHLAND	MI	48357	OAKLAND	53,953.70	53,953.70	557.53	12.050	360	0.7600
302655	FR	TILLMAN	ROBERT	712 BROOKLINE ST.	CARO	MI	48723	TUSCULA	31,921.00	31,921.00	339.00	9.750	180	0.8000
302656	FR	WILLIS	WALTER N	3517 N. CHESTER AVE.	INDIANAPOLIS	IN	46218	MARION	32,000.00	31,963.31	346.60	9.850	360	0.4762
302657	FR	FEUTZ	RICHARD J	1350 SHAW COURT	ATLANTA	GA	30310	FULTON	120,000.00	119,915.69	1,150.96	11.090	360	0.8000
302658	FR	CULLER	MICHAEL	1005 HAYDEN ROAD	ROCKFORD	NC	49341	KENT	32,000.00	31,963.03	330.30	11.000	240	0.8000
302659	FR	MILLER	STEVEN J	224 WESTWOOD	AKRON	OH	44302	SUMMIT	46,800.00	46,458.41	502.92	10.000	180	0.8000
302660	FR	NOEL	CLARA D.	3546 E. TERRACE AVE	INDIANAPOLIS	IN	46203	MARION	64,800.00	64,458.41	447.27	10.500	240	0.8453
302661	FR	MURPHY	MORTON L	125 E. 9TH ST. 907	MUNCIE	IN	47302	DELAWARE	64,125.00	63,980.99	672.84	11.250	240	0.7500
302662	FR	FRANKLIN	TERRANCE	768 SOUTHLAND FORES	STONE MOUNTAIN	CA	30087	DEKALB	48,500.00	48,318.92	484.21	10.500	240	0.8000
302663	FR	CARTER	RONALD R	4266 BANKER STREET	STONE BRANCH	CA	30087	DEKALB	44,720.00	44,685.89	420.82	10.500	360	0.8000
302664	FR	HAINES	MICHAEL R	29705 NORFOLK	LYONIA	MI	48461	LAPEER	93,750.00	93,639.68	864.58	10.500	360	0.7600
302665	FR	LAGNESS	WAYNE J.	37612 CASTLE	ROMULUS	MI	48152	WAYNE	74,400.00	74,315.22	694.51	10.750	180	0.8000
302666	FR	WISE	TRINA G	7409 MOCKINGBIRD TRA	RIVERDALE	GA	30274	CLAYTON	11,800.00	11,752.52	141.82	12.000	180	0.7988
302667	FR	KIMBLE	FRANCES	136 SPAULDING DRIVE	ROCKY MOUNT	NC	27801	EDGEcombe	38,475.09	38,475.09	397.50	12.050	180	0.7700
302668	FR	BONDS	ROBERT G	202 JAMES DRIVE	ROSCOMMON	MI	49853	ROSCOMMON	35,600.00	35,495.95	369.73	11.990	240	0.8000
302669	FR	SCHMIDT	DOROTHY J	3939 MCCLEIN ROAD	LIBERTY	MS	39845	AMITE	30,000.00	29,975.50	285.70	11.000	180	0.8000
302670	FR	WALTERS	LINDEL R	1902 RED OAK DRIVE	ADELPHI	MD	20783	PRINCE GEORGE'S	30,000.00	29,876.42	355.24	11.750	180	0.7250
302671	FR	FORD	JOHN H.	104 OLD STAGE DRIVE	MILLEDGEVILLE	GA	31061	BALDWIN	24,500.00	24,410.39	305.98	13.000	180	0.7000
302672	FR	HENSLEY	ROBERT M	463 HIGHWAY 81 NO.	JONESBOROUGH	GA	31211	JONES	48,000.00	47,963.70	448.07	10.750	180	0.8000
302673	FR	SCHWALM	HORACE E	1831 BEERSFORD LANE	MACON	GA	31211	JONES	11,115.00	10,962.11	154.69	11.250	120	0.8000
302674	FR	TYSON	HENRY L.	909 EAST FIFTH ST.	BEVIERE	OH	44112	CUYAHOGA	55,400.00	55,367.42	566.59	11.900	360	0.8147
302675	FR	WATTS	BETTY J.	1217 KIRT COURT	CLEVELAND	IL	61008	BOONE	42,600.00	42,582.14	381.74	10.250	180	0.4605
302676	FR	WEBSTER	JESSE B.	1800 14TH AVENUE SOU	NASHVILLE	TN	37213	DAVIDSON	55,063.18	55,063.18	551.11	10.500	240	0.7562
302677	FR	WALL, JR.	HORACE	900 JACKSON AVENUE	CHARLOTTE	NC	28213	MECKLENBURG	52,000.00	51,969.43	530.88	11.900	360	0.8000
302678	FR	SPURGEON	ANNIE R	23084 PILGRIM	JOHNSON CITY	TN	37604	WASHINGTON	26,250.00	26,149.45	327.82	12.750	180	0.7500
302679	FR	DISON	ANTHONY	621 SOUTH CLEVELAND	HAZEL PARK	MI	48030	OAKLAND	25,000.00	24,981.61	235.82	10.880	360	0.5000
302680	FR	CONC	JESSE R.	8993 OAK DRIVE	LEBANON	TN	37087	WILSON	43,350.00	43,191.29	437.17	10.650	240	0.8028
302681	FR	JOHNSON	LOUIS T.	34W 745 VILLA MARIA	LOVELAND	OH	45140	WARREN	85,750.00	85,685.71	854.71	11.000	180	0.8013
302682	FR	COLLINS	LAUREN M	2746 I 49 SOUTH	ST. CHARLES	IL	60174	KANE	161,500.00	161,440.50	1,519.73	10.850	360	0.8073
302683	FR	STERLING	ELROSE T	18082 EAST RATEAU RD.	PELOUSAS	LA	70570	SAINT LANDRY	100,000.00	99,659.75	1,314.99	13.750	180	0.8500
302684	FR	ROBBINS	STELLA W	802 CHAPEL HILL DR.	PONCHATOULA	LA	70454	TANGIPAHOA	25,000.00	24,946.42	268.33	11.600	240	0.6734
302704	FR		ROBERT G		INDIANAPOLIS	IN	46214	MARION	88,000.00	87,890.70	795.12	10.350	360	0.5952

Loan No.	Am Term	Salara Amt	Assa Val	QDate	First Pmt	Matur Date	Int Pmt 31	Prnc Type	Units	Occur	Len	Loan Bal	Prnc	Grade
302626	360	105500.00	106000.00	05/07/92	07/01/92	06/01/22	03/01/96	1	1	1	18	0.00	1	A
302627	360	0.00	261000.00	10/11/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	4	B
302628	240	0.00	90000.00	10/13/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	4	C
302629	180	0.00	72000.00	10/13/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	A
302630	240	0.00	36400.00	10/17/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	3	B
302633	360	0.00	60000.00	10/13/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	4	B
302634	180	0.00	104000.00	10/13/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	B
302635	360	0.00	97000.00	10/18/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	4	B
302636	180	0.00	45000.00	10/17/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	B
302637	240	0.00	50000.00	10/17/95	12/01/95	11/01/15	03/01/96	1	1	1	18	0.00	3	B
302639	360	0.00	49500.00	10/16/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	B
302640	120	0.00	35000.00	10/16/95	12/01/95	11/01/05	01/01/96	1	1	1	18	0.00	3	B
302642	180	64500.00	65000.00	10/16/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	1	A
302644	360	0.00	78000.00	10/16/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	2	B
302645	360	0.00	80000.00	10/16/95	12/01/95	11/01/25	03/01/96	1	1	1	18	0.00	4	A
302646	360	0.00	110000.00	10/16/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	A
302647	360	0.00	69000.00	10/17/95	12/01/95	11/01/15	03/01/96	1	1	3	18	0.00	3	B
302648	240	0.00	65000.00	10/17/95	12/01/95	11/01/15	03/01/96	1	1	1	18	0.00	4	B
302649	360	0.00	42000.00	10/16/95	12/01/95	11/01/10	02/01/96	1	1	3	18	0.00	3	C
302650	360	0.00	52000.00	10/17/95	12/01/95	11/01/15	02/01/96	2	2	3	18	0.00	3	C
302654	240	0.00	55000.00	10/17/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	C
302655	360	0.00	60000.00	10/17/95	12/01/95	11/01/25	03/01/96	1	1	1	18	0.00	1	B
302656	360	89500.00	89500.00	10/16/95	12/01/95	11/01/25	03/01/96	1	1	1	18	0.00	3	B
302657	240	0.00	45000.00	11/30/95	12/01/95	12/01/15	02/01/96	1	1	1	18	0.00	3	A
302659	180	0.00	27000.00	10/19/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	B
302660	360	0.00	13000.00	10/18/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	3	B
302662	180	0.00	50000.00	10/18/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	B
302664	180	0.00	60000.00	10/18/95	12/01/95	11/01/10	03/01/96	1	1	1	18	0.00	3	B
302666	180	0.00	105000.00	10/17/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	3	B
302667	360	0.00	72000.00	10/18/95	12/01/95	11/01/25	03/01/96	1	1	1	18	0.00	3	B
302668	180	0.00	40000.00	10/17/95	12/01/95	11/01/10	01/01/96	1	1	1	18	0.00	3	A
302669	360	0.00	84000.00	10/17/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	3	A
302670	360	0.00	150000.00	10/18/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	4	B
302671	240	0.00	40000.00	10/18/95	12/01/95	11/01/15	01/01/96	8	1	1	18	0.00	3	B
302673	180	0.00	58500.00	10/18/95	12/01/95	11/01/10	03/01/96	1	1	1	18	0.00	4	A
302674	240	0.00	53000.00	10/18/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	3	A
302675	240	0.00	85500.00	10/17/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	4	A
302676	240	0.00	240000.00	10/18/95	12/01/95	11/01/15	03/01/96	1	1	1	38	143500.00	3	A
302677	360	0.00	55900.00	10/18/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	3	B
302678	360	0.00	125000.00	10/18/95	12/01/95	11/01/25	03/01/96	1	1	1	18	0.00	3	B
302679	360	0.00	93000.00	10/18/95	12/01/95	11/01/10	03/01/96	1	1	1	18	0.00	3	A
302682	180	0.00	73500.00	10/18/95	12/01/95	11/01/10	02/01/96	1	1	3	38	46309.00	3	A
302683	360	0.00	50000.00	10/18/95	12/01/95	11/01/15	02/01/96	1	1	3	18	0.00	1	B
302684	240	42000.00	43000.00	10/18/95	12/01/95	11/01/10	03/01/96	1	1	1	18	0.00	1	B
302685	360	0.00	37500.00	10/18/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	4	B
302686	180	0.00	16000.00	10/18/95	12/01/95	11/01/10	02/01/96	1	1	1	38	86000.00	4	B
302687	180	0.00	35000.00	10/18/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	C
302688	360	0.00	60000.00	10/18/95	12/01/95	11/01/15	03/01/96	1	1	1	18	0.00	4	B
302689	120	0.00	71000.00	10/18/95	12/01/95	11/01/05	03/01/96	1	1	1	38	45685.00	3	A
302690	360	0.00	68000.00	10/22/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	4	B
302692	360	0.00	52500.00	10/23/95	12/01/95	11/01/10	01/01/96	1	1	1	18	0.00	4	B
302694	240	0.00	73000.00	10/19/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	4	A
302696	360	0.00	65000.00	10/20/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	4	B
302697	180	0.00	35000.00	10/23/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	C
302698	360	0.00	50000.00	10/23/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	3	A
302699	240	0.00	54000.00	10/19/95	12/01/95	11/01/15	03/01/96	1	1	1	18	0.00	3	A
302700	360	0.00	112000.00	10/20/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	3	B
302701	360	0.00	190000.00	10/24/95	12/01/95	11/01/25	01/01/96	1	1	1	18	0.00	3	A
302702	180	0.00	148500.00	10/21/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	C
302703	240	0.00	42000.00	10/19/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	4	A
302704	360	0.00	110000.00	10/23/95	12/01/95	11/01/25	03/01/96	1	1	1	18	0.00	4	B

Loan No.	Type	Lastname	Firstname	Address	City	SI	Zip	County	Orig Bal	UPR 31	Paid	Rate	Term	CLTV
302705	FR	WHITEHEAD	BARBARA A	1007 OVERLOOK AVENUE	CHATTANOOGA	TN	37411	HAMILTON	40,800.00	40,758.30	396.27	11.250	360	0.8000
302706	FR	ROBINSON	MARK W.	377 KENYON	BEDFORD	OH	44146	CUYAHOGA	92,800.00	92,770.99	926.08	11.600	360	0.7966
302707	FR	LANEY	RALPH E.	5920 PAGELAND HIGHWA	MONROE	NC	28112	UNION	25,000.00	25,089.17	287.21	11.050	180	0.7000
302708	BLLN	CAMPBELL	WILLIE O	109 SOUTH HURON DR	OXON HILL	MD	20745	PRINCE GEORGE'S	78,000.00	77,955.04	801.72	11.990	180	0.7000
302709	FR	COLEMAN	MAGGIE	RT 1 BALLARD SPRIN	MORVEN	NC	28119	ANSON	39,600.00	39,512.83	419.58	11.400	240	0.8000
302710	FR	BEKMAN	HAROLD E	249 BLAINE AVENUE	MARION	OH	43302	MARION	64,000.00	63,961.95	650.93	11.850	360	0.7901
302711	FR	WATKINS	DEBRA A.	3724 NORTH DENNY	INDIANAPOLIS	IN	46218	MARION	64,000.00	63,750.07	596.92	10.500	180	0.8060
302712	BLLN	CLARK	EDNA M.	8012 BRADSHAW ROAD	UPPER FALLS	MD	21156	BALTIMORE	69,000.00	68,950.57	657.10	11.000	180	0.5520
302713	FR	MALTRA	DEB A.	26 SPRINGBROOK CT	WELLFORD	SC	29385	SPARTANBURG	34,838.01	34,838.01	386.89	10.750	180	0.6604
302714	BLLN	ODOM	DENISE C	333 BARNES DRIVE	ROCK HILL	SC	29730	YORK	35,000.00	34,711.20	714.11	10.750	180	0.8500
302715	FR	LARSON, JR	DONALD L	5570 GAY DRIVE	GROVE CITY	OH	43123	FRANKLIN	30,000.00	29,710.03	326.99	10.250	180	0.4225
302716	FR	LEE	DEBRA E.	21 53RD STREET	GULFPORT	MS	39507	HARRISON	50,276.00	43,923.52	520.20	13.150	240	0.4314
302717	FR	CARNEY	THOMAS J	1001 ROSS LANE	CLARKSVILLE	TN	37042	MONTGOMERY	88,000.00	87,916.66	488.31	11.250	360	0.8109
302718	FR	RENBARGER	DONALD L	1211 N. LELAND	MIDLETOWN	DE	19709	NEW CASTLE	128,500.00	128,419.27	1,282.34	12.150	120	0.7632
302719	FR	LUM	DAVID L	200 THALEE DRIVE	SULPHUR	LA	70663	CALCASIEU	29,750.00	29,492.32	429.41	12.150	120	0.7632
302720	FR	RENBARGER	DAVID L	104 NO POST OAK RD	WHITE LAKE	MI	48383	OAKLAND	85,090.00	85,090.00	891.00	9.990	180	0.6700
302721	FR	RENBARGER	DAVID L	627 CASTLEVIEW DRIV	INDIANAPOLIS	IN	46241	MARION	56,400.00	56,378.02	598.10	10.750	360	0.8000
302722	FR	RENBARGER	DAVID L	3734 NAVARRA	INDIANAPOLIS	IN	46241	MARION	39,000.00	38,966.98	426.85	12.850	180	0.7500
302723	FR	RENBARGER	DAVID L	RT1 BOX 280-B	PIKEVILLE	TN	37367	BLEDSOE	29,084.00	28,966.98	349.08	12.000	180	0.8463
302724	FR	RENBARGER	DAVID L	133 HICKS DRIVE	GRAY	TN	37615	WASHINGTON	52,000.00	51,611.78	550.87	9.750	180	0.8000
302725	FR	RENBARGER	DAVID L	903 E. CHILHOWIE AV	JOHNSON CITY	TN	37604	WASHINGTON	28,460.00	28,286.96	310.20	10.250	180	0.8000
302726	FR	RENBARGER	DAVID L	514 WILSON AVENUE	WALKERTON	IN	46574	LAPORTE	32,383.83	32,383.83	416.35	13.240	180	0.4276
302727	FR	RENBARGER	DAVID L	229 LAKVIEW DRIVE	MARINE CITY	MI	48039	SAINT CLAIR	44,000.00	43,647.17	410.73	10.750	180	0.7213
302728	FR	RENBARGER	DAVID L	438 SOUTH WILLIAM S	BLAKEY	GA	31723	EARLY	27,150.00	27,041.28	326.72	12.050	180	0.7052
302729	FR	RENBARGER	DAVID L	R UTE 5 BOX 1535	MT. CLEMENS	MI	48043	MACOMB	44,000.00	43,810.06	507.03	11.250	180	0.8000
302730	FR	RENBARGER	DAVID L	102 MICHIGAN	WOODSTOCK	GA	46222	MARION	10,500.00	10,468.75	127.71	12.250	180	0.7986
302731	FR	RENBARGER	DAVID L	3310 BREWER DRIVE	INDIANAPOLIS	IN	46222	MARION	24,851.96	24,851.96	303.47	12.250	180	0.7986
302732	FR	RENBARGER	DAVID L	107 VILLAGE COURT	NEWTON	NC	28658	CATAWBA	50,000.00	49,801.14	507.81	10.500	240	0.7463
302733	FR	RENBARGER	DAVID L	2238 NC HIGHWAY 16 S	SPARTANBURG	SC	29306	SPARTANBURG	58,200.00	57,930.65	643.34	10.340	180	0.8000
302734	FR	RENBARGER	DAVID L	315 AIRPORT ROAD	NORTH LAWRENCE	OH	44666	Stark	65,600.00	65,645.79	592.24	10.340	180	0.8000
302735	FR	RENBARGER	DAVID L	14872 WOOSTER STREET	COLUMBUS	GA	31307	MUSCOGEE	68,000.00	67,946.88	627.11	10.600	360	0.8000
302736	FR	RENBARGER	DAVID L	4615 PERU DRIVE	LAPER	MI	48446	LAPER	45,000.00	44,970.51	506.60	13.250	180	0.7500
302737	FR	RENBARGER	DAVID L	2073 MILAY CITY ROAD	BATTLE CREEK	MI	49015	CALHOUN	38,850.00	38,690.71	461.28	11.800	180	0.7330
302738	FR	RENBARGER	DAVID L	297 299 CAPITAL AVE	ADAIRVILLE	KY	42202	LOGAN	23,500.00	23,396.16	267.10	11.000	180	0.7344
302739	FR	RENBARGER	DAVID L	516 SOUTH WALNUT ST	LAKINBURG	NC	28352	SCOTLAND	32,200.00	32,047.79	374.11	11.400	180	0.7000
302740	FR	RENBARGER	DAVID L	1205 CORNELIA STREET	EDEN	NC	27288	ROCKINGHAM	32,000.00	31,978.45	314.45	11.400	180	0.7442
302741	FR	RENBARGER	DAVID L	913 CONOVER DRIVE	TOLEDO	OH	43623	LUCAS	120,150.00	120,057.13	1,112.98	10.550	180	0.8010
302742	FR	RENBARGER	DAVID L	4403 MERRIWEATHER RD	LAFAYETTE	IN	47905	TIPPECANOE	69,000.00	68,936.79	696.49	11.750	180	0.7582
302743	FR	RENBARGER	DAVID L	1523 36TH N.W.	CANTON	OH	44709	STARK	68,800.00	68,733.47	583.53	9.600	360	0.8094
302744	FR	RENBARGER	DAVID L	1614 DELBA STREET	AKRON	OH	44307	SUMMIT	37,200.00	37,117.45	392.62	11.340	240	0.8000
302745	FR	RENBARGER	DAVID L	8877 CENTER ROAD	FOSTORIA	MI	48435	TUSCOLA	77,000.00	76,921.29	747.87	11.250	360	0.7549
302746	FR	RENBARGER	DAVID L	11208 N E 103RD PLACE	KIRKLAND	WA	98033	KING	39,000.00	38,910.67	405.21	11.000	240	0.7710
302747	FR	RENBARGER	DAVID L	4213 N. 13TH STREET	MILWAUKEE	WI	53209	MILWAUKEE	24,000.00	23,974.65	230.37	11.000	360	0.8000
302748	FR	RENBARGER	DAVID L	2712 KIRBY AVENUE NE	CANTON	OH	44705	STARK	46,500.00	46,443.35	423.27	10.440	360	0.8158
302749	FR	RENBARGER	DAVID L	2369 #71 WHITES MILL	DECATUR	GA	30032	DEKALB	135,977.68	135,977.68	1,659.59	14.450	180	0.8000
302750	FR	RENBARGER	DAVID L	120 SOUTH MAIN ST.	ELDONADO	OH	45321	PREBLE	49,400.00	49,370.31	500.54	11.800	180	0.8000
302751	FR	RENBARGER	DAVID L	612 PARKER DRIVE	CLINTON	MS	39056	HINDS	75,000.00	74,814.13	748.78	10.500	240	0.7500
302752	FR	RENBARGER	DAVID L	116 HUNT ROAD	FASLEY	SC	29642	ANDERSON	58,000.00	57,749.61	668.38	11.250	180	0.6000
302753	FR	RENBARGER	DAVID L	348 BURCHARD DRIVE	DAYTON	TN	37321	RHEA	21,000.00	20,802.75	286.31	10.750	120	0.6000
302754	FR	RENBARGER	DAVID L	307 CEDAR STREET	BLUFF CITY	TN	37618	SULLIVAN	33,700.00	33,540.41	367.31	10.250	180	0.6000
302755	FR	RENBARGER	DAVID L	1751 ALLISON AVENUE	SPRINGFIELD	OH	45506	CLARK	38,400.00	38,377.67	393.51	11.950	180	0.8000
302756	FR	RENBARGER	DAVID L	9633 SO ALBANY AVE.	EVERGREEN PARK	IL	63005	COOK	125,600.00	125,563.98	1,290.97	11.990	180	0.8000
302757	FR	RENBARGER	DAVID L	8333 TRENTA LANE	LOUISVILLE	KY	40291	JEFFERSON	50,000.00	49,765.71	540.08	10.090	180	0.7874
302758	FR	RENBARGER	DAVID L	836 SOUTH UNION AVE	ALLIANCE	OH	44601	STARK	78,000.00	77,824.09	886.19	12.500	240	0.7500
302759	FR	RENBARGER	DAVID L	20 N WHITTIER PLAC	INDIANAPOLIS	IN	46219	MARION	42,000.00	41,917.48	469.80	12.250	240	0.5370
302760	FR	RENBARGER	DAVID L	HCO 68 BOX 16	PAULDING	MS	39348	JASPER	14,500.00	14,365.74	198.74	11.000	120	0.7500
302761	FR	RENBARGER	DAVID L	206 CRYMES COVE RD	PAULDING	MS	39348	JASPER	38,975.01	38,975.01	410.19	12.300	180	0.7500
302762	FR	RENBARGER	DAVID L	2754 DORCHESTER	BIRMINGHAM	MI	48009	OAKLAND	146,100.83	146,100.83	1,419.98	11.250	360	0.7497
302763	FR	RENBARGER	DAVID L	201 MAIN STREET	RUSSELLVILLE	OH	45168	BROWN	57,800.00	57,734.14	539.55	10.750	180	0.8500

Loan No.	Am Term	Salv Amt	Acct Yr	QDate	First Pmt	Matur Date	Next Pmt 31	Prnc Type	Units	Occase	Len	Len Bal	Paid	Grade
302705	360	0.00	51000.00	10/19/95	12/01/95	11/01/25	03/01/96	1	1	1	18	0.00	4	B
302706	360	0.00	118500.00	10/20/95	12/01/95	11/01/25	01/01/96	1	1	1	18	0.00	3	B
302707	180	0.00	36000.00	10/19/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	A
302708	360	0.00	104000.00	10/19/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	C
302709	240	0.00	49500.00	10/19/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	4	B
302710	360	0.00	81000.00	10/20/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	4	B
302711	180	0.00	17000.00	10/19/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	A
302712	360	0.00	125000.00	10/23/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	A
302713	180	0.00	63000.00	10/24/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	A
302714	360	0.00	90000.00	10/20/95	12/01/95	11/01/10	01/01/96	1	1	1	18	0.00	3	A
302716	180	0.00	71000.00	10/21/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	B
302717	240	0.00	102000.00	10/27/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	3	C
302718	360	0.00	62000.00	10/24/95	12/01/95	11/01/25	02/01/96	1	1	3	18	0.00	3	C
302719	360	0.00	110000.00	10/23/95	12/01/95	11/01/25	03/01/96	1	1	1	18	0.00	3	A
302722	360	0.00	164000.00	10/20/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	2	B
302724	120	0.00	39500.00	10/20/95	12/01/95	11/01/05	02/01/96	1	1	1	18	0.00	4	B
302725	360	0.00	127000.00	10/25/95	12/01/95	11/01/10	12/01/95	1	1	1	18	0.00	4	C
302726	180	0.00	90000.00	10/25/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	B
302727	360	0.00	73000.00	10/20/95	12/01/95	11/01/25	01/01/96	1	1	1	18	0.00	3	A
302728	360	0.00	52000.00	10/23/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	B
302729	180	0.00	45000.00	10/23/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	C
302730	180	0.00	65000.00	10/21/95	12/01/95	11/01/10	03/01/96	1	1	1	18	0.00	4	A
302731	180	0.00	35575.00	10/21/95	12/01/95	11/01/10	03/01/96	1	1	3	18	0.00	3	A
302732	180	0.00	76000.00	10/20/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	C
302733	360	0.00	61000.00	10/20/95	12/01/95	11/01/10	03/01/96	1	1	1	18	0.00	3	B
302734	360	0.00	38500.00	10/24/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	A
302735	180	0.00	55000.00	10/27/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	B
302737	180	0.00	70000.00	10/26/95	12/01/95	11/01/10	02/01/96	1	1	3	18	0.00	4	B
302738	180	0.00	106000.00	10/23/95	12/01/95	11/01/10	02/01/96	1	1	1	38	49387.56	3	B
302740	240	0.00	72000.00	10/23/95	12/01/95	11/01/15	03/01/96	8	1	1	38	59680.40	3	B
302742	180	0.00	82000.00	10/31/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	A
302745	360	0.00	85000.00	10/23/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	2	B
302747	360	0.00	60000.00	10/30/95	12/01/95	11/01/10	03/01/96	5	1	1	18	0.00	3	C
302748	180	53000.00	55500.00	10/24/95	12/01/95	11/01/10	02/01/96	1	4	1	18	0.00	1	A
302749	180	0.00	32000.00	10/23/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	B
302751	180	0.00	46000.00	10/23/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	B
302752	360	0.00	43000.00	10/23/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	A
302753	360	0.00	180000.00	10/23/95	12/01/95	11/01/10	03/01/96	1	1	1	18	0.00	4	B
302754	360	0.00	81000.00	10/24/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	B
302755	360	0.00	85000.00	10/24/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	4	B
302756	240	0.00	46500.00	10/25/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	3	B
302757	360	0.00	102500.00	10/25/95	12/01/95	11/01/25	03/01/96	1	1	1	18	0.00	3	A
302759	240	0.00	250000.00	10/24/95	12/01/95	11/01/15	03/01/96	1	1	3	18	0.00	4	A
302763	360	0.00	30000.00	10/24/95	12/01/95	11/01/25	03/01/96	1	1	1	18	0.00	3	A
302764	360	0.00	57000.00	10/25/95	12/01/95	11/01/25	03/01/96	1	1	1	18	0.00	4	A
302765	360	0.00	170000.00	11/28/95	01/01/96	12/01/10	02/01/96	5	4	1	18	0.00	3	C
302766	360	0.00	61750.00	10/24/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	4	B
302767	240	0.00	100000.00	10/25/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	A
302768	180	0.00	72500.00	10/24/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	4	B
302769	120	0.00	35000.00	10/25/95	12/01/95	11/01/05	02/01/96	1	1	1	18	0.00	3	A
302770	180	0.00	51000.00	10/25/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	A
302771	180	0.00	48000.00	10/24/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	A
302774	360	0.00	157000.00	10/27/95	12/01/95	11/01/10	01/01/96	1	1	1	18	0.00	3	C
302775	180	0.00	63500.00	10/26/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	B
302776	240	0.00	104000.00	10/26/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	4	C
302777	240	0.00	56000.00	10/25/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	4	C
302778	120	0.00	27000.00	10/25/95	12/01/95	11/01/05	02/01/96	1	1	1	18	0.00	3	B
302779	360	0.00	52000.00	10/26/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	B
302780	360	0.00	195000.00	10/25/95	12/01/95	11/01/25	03/01/96	1	1	1	18	0.00	3	B
302784	360	0.00	68000.00	10/25/95	12/01/95	11/01/10	03/01/96	1	1	1	18	0.00	3	A

Loan No.	Type	Lastname	Firstname	Address	City	SI	Zip	County	Orig Bal	UPB 31	Pd	Date	Term	CLTV
302786	FR	E MORRISSEY	GLISTON	151 CROOKS DRIVE	BURGAW	NC	28425	Pender	58,400.00	58,382.72	593.98	11,950	360	0.8000
302787	FR	MOODY JR.	WILLIE H	3579 NORTH LYNNHURST	INDIANAPOLIS	IN	46224	MARIAN	50,550.00	50,316.04	558.78	10,500	180	0.8496
302788	FR	OWENS	CHARLES A	518 BREWER STREET	ATHENS	OH	37303	MCMINN	66,800.00	66,296.65	738.41	10,500	180	0.7678
302789	FR	MILLER	JOHN L.	5170 TOWNSHIP ROAD 1	SHAWNEE	OH	43782	PERRY	93,995.54	93,995.54	899.56	9,840	240	0.6500
302790	FR	FLOYD	MARK	228 MARSHALL DRIVE	CHARLESTOWN	IN	47111	CLARK	28,000.00	27,878.84	398.48	11,800	120	0.8000
302791	BLN	DAHLBERG	ELWIN E	2782 BROOKHURST ROAD	MURFREESBORO	OH	37129	RUTHERFORD	100,000.00	99,932.18	971.26	11,250	180	0.7874
302792	FR	ROWAN	WILLIAM	4275 W. 21ST STREET	KINGSFORD	OH	44109	CUYAHOGA	67,160.00	67,035.39	594.26	10,100	360	0.8600
302793	FR	SKENS	BERNARD L	368 GBBS ROAD	CLEVELAND	OH	37660	SULLIVAN	66,000.00	65,760.08	408.95	10,990	180	0.8000
302795	FR	HAIRE	DONALD R	332 & 352 BLACKBURN	LENOIR CITY	TN	37771	ROANE	66,000.00	65,753.91	826.39	12,800	180	0.6804
302796	FR	CLEKSY	ANDREW C	3144 LAKEVIEW AVENUE	MADISON	WI	53704	DANE	84,200.00	84,136.32	826.39	12,800	180	0.6804
302798	FR	TURNER	RUELL L	701 DANIEL AVENUE	DECATUR	GA	30032	DEKALB	42,400.00	42,361.10	367.40	9,850	360	0.7855
302799	FR	MCCARTHY	JAMES M.	2505 VEACH ROAD	OWENSBORO	KY	42303	DAVIES	15,100.00	15,044.77	181.05	13,000	180	0.8113
302800	FR	DAUGHTERY	PHILLIP L	2807 DAVISS	OWENSBORO	KY	42303	DAVIES	39,895.00	39,797.13	398.31	10,500	240	0.8399
302802	FR	CHRISTIAN	DAWN M	204 HIGHLAND DRIVE	WINDER	GA	30680	BARROW	45,600.00	45,413.05	541.42	11,800	180	0.8000
302804	FR	HELBEL	ZIA A	3634 CRESTON DRIVE	INDIANAPOLIS	IN	46222	MARIAN	47,000.00	46,943.88	477.16	10,750	240	0.7833
302806	FR	STAINBROOK	ROBERT K	485 CAROL DRIVE	GREENWOOD	IN	46143	JOHNSON	10,900.00	10,635.26	245.23	12,500	60	0.7102
302807	FR	MCCALL	DAISY	1400B SAYBROOK AVENUE	CLEVELAND	OH	44105	CUYAHOGA	51,182.10	51,182.10	491.07	11,090	360	0.8000
302808	BLN	COLLINS	PATRICK D	445B NORTH CHAPEL RD	FRANKLIN	TN	37084	WILLIAMSON	147,000.00	147,069.21	1,291.79	10,000	180	0.8000
302809	FR	HARTLAUB, JR	RAY H	211 LANE OF SIR LAN	GARNER	NC	27529	WAKE	54,300.00	54,165.43	542.12	10,500	240	0.7490
302810	FR	FLUENN	PHYLLIS J	513 CLIFTON DRIVE	DAYTON	OH	45408	MONTGOMERY	32,000.00	31,307.88	294.95	9,340	240	0.8000
302811	FR	CANNON	JAMES E.	3808 DUBOIS DRIVE	NASHVILLE	TN	37207	DAVIDSON	50,993.03	50,993.03	612.84	11,950	180	0.7758
302812	FR	ROBERSON	JEFFREY R	804 DORGAN STREET	JACKSON	MS	39204	HINDS	11,500.00	11,459.91	149.31	13,500	180	0.3382
302814	FR	SNELLING	JAMES M	729 LUNAR DRIVE	RALEIGH	NC	27610	WAKE	52,800.00	52,758.76	486.93	10,600	360	0.8000
302815	FR	KORER	MARGARET	2527 TARGHEE STREET	MADISON	WI	53711	DANE	159,000.00	157,896.27	1,552.82	11,400	360	0.7707
302816	FR	RYALS	SARAH A.	738 HUNDREDS RD	BAXLEY	GA	31513	APPLING	25,125.00	25,125.00	310.49	12,550	180	0.7500
302817	FR	CARBOLL	SANDRA A	1143 N. TIBBS	INDIANAPOLIS	IN	46222	MARIAN	38,400.00	38,371.57	381.35	10,850	360	0.8000
302818	FR	MOORE	ROBERT	352 E. COUNTY ROAD	CONNERSVILLE	IN	47331	FAYETTE	11,600.00	11,431.26	158.15	10,750	120	0.5200
302819	BLN	BURSEY	ARNOLD R	915 HILLDALE ROAD	MIDWAY	TN	37809	GREENE	56,946.80	56,946.80	443.27	11,000	180	0.8500
302820	FR	HARP	EDDIE G	574 BREWER DRIVE	NASHVILLE	TN	37211	DAVIDSON	39,000.00	38,827.67	443.27	11,000	180	0.8000
302821	FR	FULLBRIGHT	EDDIE G	1007 A CHURCH STREET	LAURENS	SC	29360	LAURENS	36,800.00	36,832.02	410.22	10,650	180	0.8000
302822	FR	FULLBRIGHT	ALPHONSO	3714 INGLETSIDE ROAD	LAURENS	SC	29360	LAURENS	28,000.00	27,877.99	320.89	11,150	180	0.7000
302823	FR	MILLER	WILLIE	131 HAMPTON ROAD	SHAKER HEIGHTS	OH	44122	CUYAHOGA	87,500.00	87,069.78	931.73	9,840	180	0.7578
302824	FR	A MITCHELL	VERL E.	12134 ARENA DRIVE	PICAYUNE	MS	39466	PEARL RIVER	35,500.00	35,180.88	499.11	11,500	120	0.6698
302825	FR	YOUNG	PETER	307 STONEHAVEN DRIV	BATON ROUGE	LA	70811	EAST BATON ROUGE	22,901.00	22,723.07	355.44	13,990	120	0.6200
302826	FR	FRONCZKIEWICZ	CHARLES	364 S. RACE STREET	ANDERSON	SC	29625	ANDERSON	73,600.00	73,542.49	678.76	10,900	360	0.8000
302827	FR	PRYOR	ANNA	1565 E. PLEASANT STR	SPRINGFIELD	OH	45505	CLARK	30,400.00	30,382.13	310.38	11,900	360	0.8000
302828	BLN	TERRELL	LAWRENCE	3802 W. NATIONAL AVE	MILWAUKEE	WI	53215	MILWAUKEE	39,742.00	39,660.54	305.95	11,050	180	0.8000
302829	FR	STEMPER	BEVERLY	5924 HISEVILLE STREET	GLASGOW	KY	42141	BARREN	35,625.00	35,605.18	470.60	12,150	180	0.7097
302830	BLN	LOVE	TOMMY L	531 LINVILLE STREET	CHURCH HILL	TN	37642	HAWKINS	61,600.00	61,553.42	370.56	12,150	180	0.7500
302832	BLN	RAMSEY	DAVID G	207 DUMBARION COURT	LAWRENCEVILLE	GA	30243	WINNETT	118,000.00	118,000.00	1,155.06	11,350	360	0.8000
302833	FR	ROCHA	VERL E.	5504 JEFFERSON AVE.	ASHTABULA	OH	44004	ASHTABULA	48,450.00	48,416.03	485.07	11,100	360	0.8500
302834	FR	GRADY	DAVID W.	21308 WEST LIBERTY	PARKTON	MD	21120	BALTIMORE	35,000.00	34,971.15	316.24	10,350	360	0.8353
302835	FR	LEMON	SANDRA B	159 SWEETWATER LANE	LEXINGTON	SC	29073	LEXINGTON	71,000.00	70,857.90	862.77	10,750	180	0.7922
302836	BLN	SMILEY	JOHN A.	31 GORDON STREET	GIRARD	OH	44420	TRUMBULL	40,800.00	40,613.78	454.80	10,500	180	0.8000
302837	FR	KIRBY	BARRY A	555 HENDERSON DRIVE	ROCKWELL	NC	28138	ROWAN	54,400.00	54,099.34	601.34	10,500	180	0.8000
302838	FR	ADKINS	VIRGINIA	1804 W. STEWART STRE	OWOSSO	MI	48867	SHIAWASSEE	21,000.00	20,985.86	244.67	13,750	180	0.4884
302839	BLN	MCLAIN	ROBERT	P O BOX 305	HEIDELBURG	MS	39439	JASPER	42,500.00	42,214.37	480.39	10,900	180	0.8500
302840	FR	JOZWIK	LINDA	53260 BRUCE HILL	SHELBY TOWNSHIP	MI	48316	MACOMB	68,000.00	67,982.40	723.10	12,450	360	0.5763
302842	FR	E JACKSON	JENNIFER	20219 MANOR	DETROIT	MI	48221	WAYNE	32,000.00	31,979.46	316.89	11,500	360	0.8000
302843	FR	GARRISON	LEROY	1131 LADLAW AVENUE	CINCINNATI	OH	45237	HAMILTON	55,000.00	54,753.33	619.61	10,840	180	0.7857
302844	FR	BALLARD	TIMOTHY	244 FLAMINGO DRIVE	LOUISVILLE	KY	40218	JEFFERSON	44,000.00	43,822.98	528.07	12,000	180	0.8000
302845	FR	MORELAND	ELLA	2364 TIFFANY CIRCLE	DECATUR	GA	30035	DEKALB	26,000.00	26,885.31	251.68	9,500	240	0.3000
302846	FR	JEANETTE	GARY P	R UTE 4 BOX 427X	WALTERBORO	SC	29466	COLLETON	35,946.24	35,946.24	454.22	14,250	240	0.6000
302847	BLN	KESTNER	VERSEY L	3155 ISLAND ROAD	BLOUNTVILLE	TN	37617	SULLIVAN	50,400.00	50,342.58	470.47	10,750	180	0.8000
302848	FR	DAVIS	TOMMY W	8060 PLAINVIEW	DETROIT	MI	48228	WAYNE	28,500.00	28,482.29	285.50	11,650	360	0.7500
302849	FR	MCCAFFREY	JOHN R.	R UTE 1 BOX 498	DREW	MS	38737	SUNFLOWER	15,000.00	14,950.14	189.66	13,900	180	0.4800
302850	FR	LAWSON	JOHN R.	3 TOWNSHIP ROAD #	RAYLAND	OH	43948	JEFFERSON	56,001.44	56,001.44	639.34	11,440	360	0.7500
302852	FR	LUCAS	RUOY V.	5540 WICKLEY AVE	BEDFORD	OH	44146	CUYAHOGA	74,951.19	74,951.19	739.29	12,900	360	0.8000
302854	FR	WEBB	ROSANELL	3892 ROCKY VALLEY DR	CONLEY	GA	30627	DEKALB	66,352.90	66,352.90	729.33	12,900	360	0.8000
302855	FR	LANE	PHILLIP W	533 RICH DRIVE	KINGSFORD	TN	37660	SULLIVAN	40,000.00	39,814.87	442.16	10,500	180	0.7143

Loan No.	Am Term	Salv Amt	Acct Val	QDate	First Pmt	Matur Date	Next Pmt 31	Prnc Type	Units	Occur	Len	Loan Bal	Pmt	Grade
302786	360	0.00	73000.00	10/25/95	12/01/95	11/01/25	01/01/96	8	1	1	18	0.00	3	B
302787	180	0.00	59500.00	10/25/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	A
302788	180	0.00	87000.00	10/25/95	12/01/95	11/01/10	03/01/96	1	1	1	18	0.00	3	B
302789	240	0.00	145000.00	10/25/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	3	B
302790	120	0.00	35000.00	10/25/95	12/01/95	11/01/05	01/01/96	1	1	1	18	0.00	4	B
302791	360	0.00	127000.00	10/25/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	B
302792	360	0.00	79000.00	10/25/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	4	B
302793	360	0.00	45000.00	10/25/95	12/01/95	11/01/10	03/01/96	1	1	1	18	0.00	3	B
302795	180	0.00	97000.00	10/25/95	12/01/95	11/01/10	02/01/96	2	2	1	18	0.00	3	A
302796	360	0.00	110000.00	10/25/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	4	A
302798	360	0.00	53000.00	10/25/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	3	A
302799	180	0.00	50000.00	10/25/95	12/01/95	11/01/10	02/01/96	1	1	1	38	25465.00	3	B
302800	240	0.00	47500.00	10/25/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	3	A
302802	180	0.00	57000.00	10/25/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	B
302804	240	0.00	60000.00	10/27/95	12/01/95	11/01/15	01/01/96	1	1	1	18	0.00	3	B
302806	60	0.00	73000.00	11/02/95	12/01/95	11/01/00	02/01/96	1	1	1	38	40942.00	4	C
302807	360	0.00	64000.00	10/25/95	12/01/95	11/01/25	01/01/96	1	1	1	18	0.00	3	B
302808	360	0.00	184000.00	11/01/95	12/15/95	11/15/10	02/15/96	1	1	1	18	0.00	3	A
302809	240	0.00	72500.00	10/25/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	4	A
302810	240	0.00	40000.00	10/25/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	3	A
302811	180	0.00	66000.00	10/25/95	12/01/95	11/01/10	02/01/96	1	1	3	18	0.00	4	B
302812	180	0.00	34000.00	10/25/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	B
302814	360	0.00	66000.00	10/25/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	3	A
302815	360	0.00	205000.00	10/25/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	4	B
302816	180	0.00	33500.00	12/07/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
302817	360	0.00	48000.00	10/27/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	3	B
302818	120	0.00	55000.00	10/27/95	12/01/95	11/01/05	03/01/96	1	1	1	38	17000.00	3	A
302819	360	0.00	143500.00	10/30/95	12/01/95	11/01/10	03/01/96	1	1	1	18	0.00	4	B
302820	180	0.00	100000.00	10/26/95	12/01/95	11/01/10	02/01/96	1	1	1	38	26000.00	3	C
302821	180	0.00	46000.00	10/26/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	A
302822	180	0.00	40000.00	10/26/95	12/01/95	11/01/10	02/01/96	1	1	3	18	0.00	3	A
302823	180	0.00	115500.00	10/27/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	A
302824	120	0.00	53000.00	10/27/95	12/01/95	11/01/05	02/01/96	1	1	3	18	9029.00	3	B
302825	120	0.00	51500.00	10/27/95	12/01/95	11/01/05	02/01/96	1	1	1	38	0.00	3	C
302826	360	0.00	92000.00	10/27/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	4	A
302827	360	0.00	38000.00	10/27/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	3	B
302828	360	0.00	40000.00	11/20/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	2	A
302829	180	0.00	56000.00	10/27/95	12/01/95	11/01/10	01/01/96	2	2	3	18	0.00	3	B
302830	360	0.00	47500.00	10/27/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	B
302832	360	0.00	77000.00	10/27/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	B
302833	360	149500.00	147500.00	11/10/95	01/01/96	12/01/25	01/01/98	4	1	1	18	0.00	1	B
302834	360	0.00	57000.00	10/28/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	3	A
302835	360	0.00	112000.00	10/27/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	3	B
302836	360	0.00	85000.00	10/27/95	12/01/95	11/01/10	04/01/96	8	1	1	18	0.00	3	B
302837	180	0.00	51500.00	10/27/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	A
302838	180	0.00	68000.00	10/27/95	12/01/95	11/01/10	02/01/96	8	1	1	18	0.00	3	A
302839	360	0.00	43000.00	10/31/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	C
302840	180	0.00	50000.00	10/30/95	12/01/95	11/01/10	03/01/96	1	1	1	18	0.00	3	A
302842	360	0.00	118000.00	11/03/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	3	B
302843	360	0.00	40000.00	10/31/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	3	B
302844	180	0.00	70000.00	10/30/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	B
302845	180	0.00	55000.00	10/30/95	12/01/95	11/01/15	03/01/96	1	1	1	18	0.00	3	B
302846	240	0.00	90000.00	10/30/95	12/01/95	11/01/15	03/01/96	8	1	1	18	0.00	4	A
302847	240	0.00	60000.00	10/30/95	12/01/95	11/01/10	03/01/96	1	1	1	18	0.00	4	C
302848	360	0.00	63000.00	10/30/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	3	B
302849	360	0.00	38000.00	10/30/95	12/01/95	11/01/10	02/01/96	1	1	1	18	9000.00	3	B
302850	180	0.00	50000.00	10/30/95	12/01/95	11/01/10	02/01/96	1	1	1	38	0.00	3	C
302852	180	0.00	75000.00	10/30/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	B
302853	360	0.00	100000.00	10/30/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	3	B
302854	360	0.00	83000.00	10/30/95	12/01/95	11/01/25	03/01/96	1	1	1	18	0.00	3	B
302855	180	0.00	56000.00	10/30/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	A

Loan No.	Type	Lastname	Firstname	Address	City	SI	Zip	County	Orig Bal	UPB 31	Paid	Rate	Term	CLTV
302856	BLN	JOHNSON	CRAIG L	3613 HWY 79 NORTH	BROWNSVILLE	TN	38012	HAYWOOD	57,750.00	57,701.35	517.50	10.250	180	0.8021
302857	FR	PERRY	STEPHEN	1834 CARROLL ROAD	MORRISTOWN	TN	38714	HAMLEN	55,875.00	55,821.00	646.67	12.800	240	0.7450
302858	FR	SMITH	ESTHER	3301 CARROLLTON AVEN	INDIANAPOLIS	IN	46205	MARION	52,500.00	52,500.00	588.50	10.750	180	0.8500
302859	FR	HOLT	JOSEPH B	34 SOUTHSORE DRIV	JACKSON	TN	38305	MADISON	90,950.00	90,757.34	1,056.69	11.400	180	0.7500
302860	FR	CURRY, JR.	WILLIAM	6302 SUTTON STREET	INDIANAPOLIS	IN	46218	MARION	17,500.00	17,348.53	253.61	12.250	120	0.7700
302861	FR	GOSNELL	RUBY B	1107 KING ARTHUR DRI	PIEDMONT	SC	29673	ANDERSON	35,300.00	35,273.30	329.52	10.750	360	0.4153
302862	BLN	GILLESPIE	PAMELA J	4002 ALTON STREET	CAPITAL HEIGHTS	MD	20743	PRINCE GEORGES	65,250.00	65,219.20	721.29	12.990	180	0.7500
302863	FR	CROSS	JOHN E.	216 WEST JACKSON	GALVESTON	TN	46932	CASS	26,280.61	26,280.61	295.93	10.750	180	0.8000
302864	FR	GODSEY	JAMES	113 HYDER STREET	HAMPTON	IN	46932	CASS	55,250.00	55,206.21	295.93	10.750	180	0.8000
302865	BLN	JAMISON	ALONZO	67 EARLMOOR	PONTIAC	MI	48341	OAKLAND	67,200.00	67,150.26	515.75	10.750	360	0.8500
302866	FR	QUICK	BILLY J	354 S ENOCH GROVE R	FLORENCE	MS	39073	Rankin	50,127.06	49,921.91	492.91	11.400	360	0.5700
302867	FR	STEELE	JACK E.	1704 NORTH STREET	BEAUFORT	NC	28516	PIKE	32,000.00	32,000.00	343.87	10.500	180	0.8339
302868	FR	BROWN	DONALD R	425 FOURTH STREET	FREEMONT	OH	43420	SANDUSKY	49,200.00	48,958.98	777.57	11.590	180	0.7117
302869	FR	KING	BRUCE D.	3893 EVERETT ROAD	RICHLAND	OH	44286	SUMMIT	95,000.00	94,918.96	847.06	10.190	360	0.8000
302870	FR	DUYCK	FRED E.	180 BRADSHAW CIRCLE	CANDLER	NC	28715	SUMCOMBE	78,367.20	78,367.20	708.38	10.350	360	0.8000
302871	FR	WILSHIRE	LESLIE	4356 BELLE AVENUE	SHEFFIELD LAKE	OH	44054	LORAIN	62,050.00	61,877.21	582.40	9.599	240	0.8000
302872	FR	RABY	JOANNE	RT 2 BOX 164C	UNICOI	TN	37692	UNICOI	36,800.00	36,644.82	429.89	11.500	180	0.8000
302873	BLN	SCAYONE	JOANNE	28905 ESSEX	ROSELVILLE	MI	48066	MACOMB	61,000.00	60,943.72	481.84	10.900	180	0.8500
302874	FR	WALLAR	CARMEN M	148 HATHAWAY ROAD	WEST JEFFERSON	OH	43162	MACOMB	61,200.00	61,157.10	587.45	11.100	360	0.8500
302875	FR	WHITE	ALAN W.	7155 LOWER MEIGS ROA	MEIGS	GA	31765	COLQUITT	43,332.30	43,332.30	534.73	12.450	180	0.7500
302876	FR	BOLDEN	CHARLES	7748 S. LOOMIS BOULE	CHICAGO	IL	60620	COOK	63,200.00	63,169.28	686.79	12.750	360	0.8000
302877	FR	SMITH	JEFFREY D	4950 COAL ROAD	VIENNA	OH	44473	TRUMBULL	45,500.00	45,488.87	492.67	12.700	360	0.7000
302878	FR	OATMAN	RAYMOND	6549 HEYDEN STREET	DEARBORN HEIGHTS	MI	48127	WAYNE	63,200.00	63,013.94	582.52	9.340	240	0.8000
302879	FR	PHILLIPS	JAMES D	3020 14TH STREET	DEARBORN FALLS	MI	48223	SUMMIT	380,000.00	379,694.58	3,575.82	10.850	360	0.7642
302880	BLN	ELLIS	MICKY	R 2 LAWSBERRY TERR	DENVER	CO	80203	Lincoln	182,750.00	182,604.11	1,671.69	10.950	180	0.8500
302881	BLN	YOUNG	ASTON D.	9518 BOULEVARD S.E.	SILVER SPRING	MD	20901	MONTGOMERY	45,000.00	44,983.78	426.95	10.950	180	0.8000
302882	BLN	HOLMAN	EDWARD L	1412 ROOSEVELT	ATLANTA	GA	30315	FULTON	89,200.00	89,157.94	898.51	11.750	180	0.8000
302883	FR	MC DONALD	KURT D	9747 ROOSEVELT	LAPEER	MI	48446	LAPEER	12,200.00	12,083.75	164.52	10.500	120	0.8000
302884	FR	H ELLIOTT	WILLIAM	3661 SOUTH SHORE DRI	SPRINGFIELD	TN	37172	ROBERTSON	45,972.04	45,972.04	464.33	11.760	180	0.8000
302885	BLN	ELLIOTT	WILLIAM	2913 NEW HOPE ROAD	HENDERSVILLE	TN	37075	SUMNER	72,955.63	72,955.63	736.87	11.760	180	0.8000
302886	BLN	RUCKER	JUANITA	1106 NORTH 38TH ST.	NASHVILLE	TN	37209	DAVIDSON	31,928.14	31,928.14	335.76	11.250	240	0.8000
302887	FR	ELIS	BERTHA	3206 RESHA LANE	NASHVILLE	TN	37218	DAVIDSON	42,000.00	41,983.67	387.33	10.600	360	0.6774
302888	FR	HELD	D. ELAINE	5950 NO. CENTRAL AVE	INDIANAPOLIS	IN	46220	MARION	61,950.60	61,950.60	567.14	10.500	180	0.3758
302889	FR	ROBERTS	ROOSEVELT	922 DENNISON AVENUE	DAYTON	OH	45408	MONTGOMERY	25,000.00	24,876.07	264.84	9.750	180	0.5556
302890	FR	BLACKMON	JEANETTE	2151 MONTROSE DRIVE	EAST POINT	GA	30344	FULTON	69,738.39	69,738.39	848.03	14.390	180	0.7927
302891	FR	ROSS	KENNETH	2011 FORREST STREET	PASCAGOULA	MS	39567	JACKSON	13,400.00	13,371.22	154.41	11.750	180	0.4167
302892	FR	MOORE	TOMMY	R UTE 7 BOX 185-A	CARTHAGE	MS	39051	Leake	59,158.51	59,158.51	568.25	11.100	360	0.8000
302893	FR	MOHR	DONALD R	1782 - 1764 WESTWOOD	ALLIANCE	OH	44804	STARKE	43,165.35	43,165.35	456.03	12.350	360	0.8000
302894	FR	CAMP	DAVID E	4171 W. CARPENTER RD	FLINT	MI	48504	GENESSEE	32,788.43	32,788.43	313.60	11.050	360	0.8000
302895	FR	THOMAS	CLARENCE	1529 WEST 2ND AVENUE	GARY	IN	46402	LAKE	60,722.49	60,722.49	596.84	10.250	240	0.8000
302896	FR	HUGER	JOHN J	176 PINDER DR.	EUTAWVILLE	SC	29048	Orangeburg	88,000.00	87,931.24	811.58	10.600	360	0.8000
302897	FR	BAILEY	MICHAEL D	241 WONDERWOOD DR.	CHARLOTTE	NC	28211	MECKLENBURG	39,200.00	39,200.00	412.65	11.300	240	0.8000
302898	FR	JOYNER	BRENDA J	3845 TANYARD DRIVE	ROCKY MOUNT	NC	27803	NASH	39,200.00	39,200.00	204.59	11.000	180	0.5800
302899	FR	MARCLUS	MICHAEL C	501 NELSON STREET	MECHANICSVILLE	MD	20659	ST. MARY'S	13,000.00	12,960.41	204.59	12.000	240	0.8000
302900	FR	MORLEY	THEMLA	1802 W 39TH COURT	GARY	IN	46408	LAKE	37,600.00	37,523.60	511.47	11.000	180	0.8000
302901	FR	MURRAY	JAMES	61 STROBMAN ROAD	GARDENS CORNER	SC	29940	BEAUFORT	45,000.00	44,875.92	1,675.22	10.500	180	0.5818
302902	FR	COUSINO	DAVID B.	3828 NORTH KENNETH A	CHICAGO	IL	60641	COOK	205,000.00	204,918.53	1,875.22	10.500	180	0.7593
302903	FR	NORWOOD	EVELYN B	3315 CLARIMONT ROAD	COLUMBUS	GA	31906	MUSCOGEE	51,800.00	51,875.75	525.89	12.500	180	0.7000
302904	FR	BOURFF	PHILIP	750 PADRE LN	GREENWOOD	IN	46143	Johnson	104,945.99	104,945.99	878.15	10.500	180	0.8000
302905	FR	BRAME, III	WILLIAM A	2475 BRUSHY MOUNTAIN	WILKESBORO	NC	28697	WILKES	86,000.00	85,961.85	878.15	10.500	180	0.8000
302906	FR	ROGERS	CARROLL Y	5243 LEXINGTON AVE.	ST. LOUIS	MO	63115	ST. LOUIS CITY	36,000.00	36,723.14	431.06	11.550	180	0.8000
302907	FR	MILHORN	TONY J	314 JAMES STREET	BLUFF CITY	TN	37618	SULLIVAN	22,125.00	22,024.51	749.68	11.550	180	0.8000
302908	FR	LAND	JOHN J	RT 1 BOX 250	RULEVILLE	MS	38771	LEFLORE	166,400.00	166,324.00	1,441.87	9.850	360	0.7575
302909	FR	NHISER	JERRY L	3720W NEW GOSHEN AVE.	WEST TERRE HAUTE	IN	47885	VIGO	45,435.79	45,435.79	453.56	11.600	360	0.8000
302910	FR	HENSLEY	JERRY E	2415 NORTH CREST ROA	CHATTANOOGA	TN	37406	HAMILTON	17,950.00	17,794.86	246.66	14.740	180	0.7400
302911	FR	BOGAN	TERRY G.	6341 CHESLA DRIVE	GAINEVILLE	GA	30506	Hall	48,000.00	47,970.82	484.52	11.750	180	0.8000
302912	FR	HUMPHREY	BOBBY DA	2741 BARRON ROAD	KEITHVILLE	LA	71047	CADDO	67,500.00	67,482.73	720.40	12.500	360	0.7500
302913	FR	PHILLIPS	ANTHONY F	2523 HATFIELD CIRCLE	ATLANTA	GA	30316	DEKALB	67,500.00	67,482.73	720.40	12.500	360	0.7500
302914	FR	FARRAR	PRISCILLA	804 ROCHELLE DRIVE	CARY	NC	27513	WAKE	42,400.00	42,199.20	462.14	10.250	180	0.8000
302915	FR	FIELDS		1137 39 EAST 143RD S	CLEVELAND	OH	44110	CUYAHOGA						

Loan No.	Am.Term	Sales Amt	Acct.Vol	QDate	First Pmt	Matur Date	Next Pmt.31	Prnc.Type	Units	Occas	Loan	Loan Bal	Paid	Grade
302856	360	72000.00	73000.00	10/31/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	1	A
302857	240	0.00	76000.00	10/30/95	12/01/95	11/01/15	01/01/96	1	1	1	18	0.00	2	B
302858	180	0.00	70000.00	10/31/95	12/01/95	11/01/10	02/01/96	1	1	3	18	0.00	4	A
302859	180	0.00	107000.00	11/01/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	A
302860	120	0.00	70000.00	11/01/95	12/01/95	11/01/05	02/01/96	1	1	1	38	36400.00	4	B
302864	360	0.00	86000.00	10/31/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	3	B
302865	360	0.00	87000.00	10/30/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	C
302866	180	0.00	33000.00	11/01/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	B
302867	360	0.00	65000.00	10/31/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	A
302868	360	0.00	84000.00	10/31/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	2	A
302869	360	0.00	88000.00	10/31/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	3	A
302872	180	0.00	59000.00	10/30/95	12/01/95	11/01/10	01/01/96	1	1	1	18	0.00	3	A
302873	180	0.00	45000.00	11/17/95	01/01/96	12/01/10	01/01/96	1	1	1	18	0.00	4	B
302874	360	0.00	120000.00	10/31/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	3	A
302875	360	0.00	98000.00	10/31/95	01/01/96	12/01/15	03/01/96	1	1	1	18	0.00	4	B
302876	240	0.00	73000.00	11/02/95	12/01/95	12/01/15	02/01/96	1	1	1	18	0.00	3	A
302877	180	0.00	46000.00	10/31/95	12/01/95	11/01/10	03/01/96	1	1	1	18	0.00	3	A
302878	360	0.00	60000.00	11/01/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	4	B
302880	180	0.00	58000.00	10/31/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	2	C
302882	360	0.00	79000.00	10/31/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	3	B
302885	180	0.00	71500.00	11/01/95	12/01/95	11/01/10	03/01/96	1	1	3	18	0.00	4	A
302886	360	0.00	65000.00	11/02/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	4	A
302887	240	0.00	78000.00	11/01/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	1	B
302889	360	497925.00	497236.00	10/31/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	4	B
302890	360	0.00	216000.00	11/01/95	01/01/96	12/01/10	03/01/96	1	1	1	18	0.00	3	A
302892	360	0.00	80000.00	11/01/95	12/01/95	12/01/10	02/01/96	1	1	1	18	0.00	1	B
302893	360	86500.00	88000.00	11/06/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	B
302894	120	0.00	385000.00	11/02/95	01/01/96	12/01/05	03/01/96	1	1	3	18	0.00	3	B
302895	360	0.00	57500.00	11/08/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	1	B
302896	360	91250.00	120000.00	11/08/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	2	B
302897	240	0.00	40000.00	11/03/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	3	A
302898	360	0.00	62000.00	11/02/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	3	B
302899	180	0.00	165000.00	11/01/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	A
302900	360	0.00	45000.00	11/03/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	A
302903	360	0.00	83000.00	11/02/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	C
302905	180	0.00	35000.00	11/02/95	12/01/95	11/01/25	02/01/96	2	2	1	18	0.00	1	C
302906	360	0.00	48000.00	11/04/95	12/01/95	11/01/25	02/01/96	1	1	1	18	0.00	4	B
302907	360	0.00	54000.00	11/03/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	4	A
302908	360	54000.00	54000.00	11/06/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	3	A
302910	240	0.00	76000.00	11/03/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	3	B
302911	360	0.00	110000.00	11/06/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	3	A
302912	240	0.00	49000.00	11/03/95	01/01/96	12/01/15	01/01/96	1	1	1	38	62240.00	2	A
302913	180	0.00	118000.00	11/03/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	B
302914	240	0.00	47000.00	11/03/95	01/01/96	11/01/15	03/01/96	8	1	1	18	0.00	3	A
302916	180	0.00	65000.00	11/03/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	A
302917	360	0.00	270000.00	11/03/95	01/01/96	12/01/10	02/01/96	2	2	1	18	0.00	3	B
302919	240	0.00	74000.00	11/03/95	12/01/95	11/01/15	02/01/96	1	1	1	18	0.00	3	C
302920	360	0.00	176000.00	11/03/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	4	A
302922	360	0.00	120000.00	11/03/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	A
302925	180	0.00	46000.00	11/03/95	01/01/96	12/01/10	01/01/96	1	1	1	18	0.00	4	B
302926	360	0.00	45000.00	11/03/95	12/01/95	11/01/10	01/01/96	1	1	1	18	0.00	3	A
302928	180	0.00	80000.00	11/08/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	A
302929	120	0.00	29500.00	11/03/95	01/01/96	12/01/05	02/01/96	1	1	1	18	0.00	3	A
302930	360	0.00	60000.00	11/04/95	01/01/96	12/01/25	02/01/96	2	2	3	18	0.00	4	B
302932	360	0.00	208000.00	11/08/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	3	A
302934	180	0.00	65000.00	11/03/95	12/01/95	11/01/10	02/01/96	1	1	1	38	30250.00	3	C
302935	360	0.00	60000.00	11/06/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	B
302937	360	0.00	90000.00	11/06/95	12/01/95	11/01/10	02/01/96	1	1	1	18	0.00	3	B
302938	180	0.00	53000.00	11/06/95	12/01/95	11/01/25	02/01/96	1	2	1	18	0.00	3	A

Loan No.	Type	Lastname	Firstname	Address	City	SI	Zip	County	Orig Bal	UPB 31	Pct	Rate	Term	CLTY
302939	BLN	HAGAN	RANDALL J	2026 SUMMERHILL LANE	HENDERSON	KY	42420	HENDERSON	60,000.00	59,978.61	571.39	11.000	180	0.6667
302940	FR	PLUMMER	JAMES J.	6705 DORMAN STREET	LANDOVER HILLS	MD	20784	PRINCE GEORGE'S	128,000.00	127,957.73	1,252.94	11.350	360	0.8312
302942	FR	WISDOM	ELIZABET	4723 MOUNT LANE	INDIANAPOLIS	IN	46218	MARION	35,125.00	35,095.97	259.34	11.000	240	0.7500
302943	FR	CAMPBELL	NAT H	439 DUNTER LANE	LENOIR CITY	TN	37772	LOUDON	39,500.00	39,325.45	446.36	11.000	180	0.8000
302944	FR	SIDERS	KAMELA P	609 BERNARD ROAD	WEST VIENNA	OH	45159	CLINTON	29,500.00	29,429.42	316.63	12.050	180	0.7500
302946	BLN	VERMILYE	PANELA P	26 WEST 31ST PLACE	STEGER	IL	60475	COOK	64,482.55	64,452.55	675.89	12.250	180	0.8000
302947	FR	MILLER	RUSSEL A	RT 1 BX 651 OLD STEW	TENNESSEE RIDGE	TN	37178	HOUSTON	48,000.00	47,542.83	647.69	10.500	120	0.8000
302948	FR	LOPER	JOSEPH C	190 BUDDY FINCH RD.	LUCEDALE	MS	39452	GEORGE	28,747.36	28,747.36	416.90	12.050	120	0.6905
302949	FR	SCHOENEMAN	DEBORAH S	1629 ROWLAND AVE. NE	CANTON	OH	44705	STARK	32,000.00	31,921.00	339.00	9.750	180	0.7273
302953	BLN	WITKA	MICHAEL	30 HAMPSHIRE COURT	NOBLESVILLE	IN	46060	HAMILTON	146,355.72	146,355.72	1,477.78	11.750	180	0.8000
302954	BLN	HARRISON	SUSAN A.	9219 ORCHARD AVENUE	BROOKLYN	WA	44114	CUYAHOGA	74,228.71	74,228.71	763.17	11.990	180	0.7500
302955	BLN	FARRAR	DANIEL A.	6111 153RD PLACE SOU	SNOWHOMISH	OH	98290	SNOWHOMISH	196,000.00	196,000.00	1,829.62	10.750	180	0.8000
302956	FR	HERIOT	RICHARD B	1278 CLARK ROAD	TUNNEL HILL	OH	30755	CATAOUSA	29,550.00	29,329.18	470.25	14.640	120	0.6495
302957	FR	PRESSLEY	CAROL A.	77 W. CLARKREE DR.	POWELL	GA	43065	DELAWARE	131,250.00	131,250.00	1,405.87	12.550	360	0.7500
302958	BLN	REED	DOROTHY	716 MARBURY ROAD	TULLAHOMA	TN	37388	COFFEE	41,600.00	41,584.34	388.33	10.750	180	0.8000
302959	FR	ROACH	R L	1965 MILL CREEK ROAD	ROCKY FACE	GA	30740	WHITEFIELD	44,800.00	44,785.20	438.53	11.350	360	0.8000
302964	FR	MENAB	DENNIS J	4451 WILLIAMS COURT	FORT GRATIOT	MI	48059	SAINT CLAIR	60,800.00	60,782.79	627.74	12.050	360	0.8000
302965	FR	POTTER	THOMAS D	7114 SELKIRK DRIVE	FORT WAYNE	IN	46816	ALLEN	58,650.00	58,388.41	662.94	10.900	180	0.8146
302967	FR	SCHROCK	WILLIAM C	701 N EIGHTH STREE	BESSEMER CITY	NC	28016	GASTON	47,941.93	47,941.93	484.07	10.650	240	0.8000
302969	BLN	MCCRACKEN	PATRICK R	4980 SPRAL WAY	SANIT CLOUD	FL	34771	OSCEOLA	55,000.00	54,988.11	619.18	13.250	180	0.7432
302970	FR	DANIEL	JOHN	311 EDWARDS STREET	HARRISON	GA	31035	WASHINGTON	9,600.00	9,584.02	151.90	14.490	120	0.5910
302972	FR	HALL	DUDLEY C	132 GREENWAY ROAD	IRON STATION	NC	28080	LINCOLN	57,000.00	56,983.32	581.83	11.900	360	0.7500
302973	FR	WARD	VICTOR V	6898 ALBANS WAY	LITHONIA	GA	30058	DEKALB	18,000.00	17,960.41	204.59	11.000	180	0.6951
302974	FR	WILLIAMS	DAVID G	719 CLAY STREET	OWENSBORO	KY	42303	DAVIES	39,500.00	39,312.63	532.99	10.500	120	0.7453
302976	FR	JORDAN	BILLY R	3835 EAST 154TH ST.	CLEVELAND	OH	44128	CUYAHOGA	55,200.00	55,066.40	560.41	10.750	240	0.8000
302977	BLN	MOORE	MORRIS A	RT. 3, BOX 4-A	SMITHDALE	MS	39664	FRANKLIN	28,800.00	28,736.86	327.34	11.000	180	0.7500
302978	FR	MARTIN	MARIA P	6496 BAKERVILLE ROAD	WAVELRY	TN	37185	HUMPHREYS	62,400.00	62,375.20	570.80	10.500	180	0.8000
302979	FR	JACKSON	JOSEPH A	3824 BAKREAU CT.	DECATUR	GA	30034	DEKALB	43,050.00	42,943.31	429.80	10.500	240	0.7553
302980	FR	LYLES	WILLIAM M	9600 FLETCHER STREET	GAITHERSBURG	MD	20879	MONTGOMERY	31,161.13	31,161.13	327.33	11.250	240	0.8000
302982	FR	RUFF	PAUL V.	3022 REECEBURG ROAD	ANDERSON	GA	30713	FLOYD	37,194.65	37,194.65	360.32	10.900	84	0.2419
302983	FR	BAGLEY	RONALD B	694 ECTON ROAD	SILVER CREEK	MI	48016	MADISON	31,000.00	30,931.18	619.31	11.000	240	0.8000
302984	FR	BANKS	DOALD B	273 GLENWOOD STREET	WINCHESTER	GA	40391	CLARK	43,860.00	43,809.33	452.72	11.000	240	0.8500
302985	FR	DICKENS	JACQUELYN	15433 SIXTH AVENUE	DETROIT	MI	48205	WAYNE	24,000.00	23,916.33	311.60	13.500	180	0.7945
302987	FR	JONES	NORMAN P	3450 PROVIDENCE ST.	INDIANAPOLIS	IN	46221	MARION	58,000.00	57,930.75	588.83	10.500	240	0.7945
302988	FR	UPSHER	EARNESTIN	1110 BELVUE AVENUE	MICHIGAN CITY	IN	46360	LAPORTE	30,000.00	29,962.99	299.51	10.500	240	0.6977
302989	FR	COWANS	ROBERT	4601 BELVUE AVENUE	BALTIMORE	MD	21207	BALTIMORE	25,000.00	24,978.36	295.39	13.140	240	0.4098
302990	FR	HEFLER	CHARLES E	1211 OHIO AVENUE	ASHTABULA	OH	44004	ASHTABULA	42,000.00	41,981.81	371.69	10.100	360	0.7568
302992	FR	BROWN	BEATRICE	3103 GLENWOOD DRIVE	COLUMBUS	GA	31908	MUSCOGEE	54,400.00	54,343.51	591.42	11.800	240	0.8000
302993	BLN	SPRINGER	BILLY A	5549 BECH HILL RD.	PEGRAMI	TN	37143	Chattam	59,800.00	59,798.18	691.55	13.640	180	0.4463
302994	FR	NELSON	ROBERT D	19210 WESTSIDE HWY SW	VASHON	WA	98070	KING	39,000.00	39,000.00	846.91	10.850	360	0.7500
302995	BLN	WIMBUSH	ROBERT E.	1286 TEAMON ROAD	GRiffin	GA	30223	SPALDING	27,500.00	27,480.51	395.76	11.820	180	0.7500
302996	BLN	TRIMBLE/TEODER	ROSE MAR	1309 W 40TH STREET	BALTIMORE	MD	21211	BALTIMORE CITY	75,600.00	75,583.67	265.01	11.150	180	0.3929
302998	FR	HOSKIN	JOHN G	3355 RANFELD ROAD	KENT	OH	44240	PORTAGE	56,020.00	56,020.00	655.38	11.750	360	0.5916
303000	FR	NEWSOME	BARRY E	1501 ROUTE 167	JEFFERSON	MI	48223	Wayne	15,000.00	15,000.00	158.90	9.750	180	0.4286
303002	FR	GARZA	SHARRON K	11798 WEST OUTER DR.	DETROIT	MI	48203	OAKLAND	72,000.00	71,988.13	737.83	11.950	360	0.8000
303004	FR	THOMPSON	MARGARET	10599 N. ADAMS ROAD	BIRMINGHAM	AL	35207	MARION	20,950.00	20,908.06	251.44	12.000	180	0.7731
303006	BLN	RANDOLPH	MARGARON D	3334 S. TEMPLE AVENU	INDIANAPOLIS	IN	46208	MARION	26,950.00	26,940.91	261.75	11.250	180	0.7000
303009	FR	ALEXANDER	ISAAC E.	757 HAUGH STREET	ROBARDS	KY	42452	HENDERSON	34,575.55	34,575.55	399.29	11.250	180	0.7700
303010	BLN	JONES	MARK S	16378 HIGHWAY 136 EAS	SALINEVILLE	OH	43945	COLUMBIANA	68,226.95	68,226.95	682.89	11.250	180	0.7500
303011	FR	DUNN	BOBBY J	16016 ROSE RUN	MERIDIAN	MS	39301	LAUDERDALE	23,500.00	23,450.69	274.52	11.500	180	0.6351
303012	FR	VINES	GLENN	314 43RD AVENUE	SCOTLAND NECK	NC	27874	HALIFAX	44,000.00	43,986.40	440.77	11.650	360	0.8000
303014	FR	WISEMAN	THOMAS G	RT 2 BOX 59	HUNTINGBURG	IN	47542	DUBOIS	20,000.00	19,864.48	256.35	13.250	180	0.4255
303016	BLN	DOYLE	COLIN C.	814 SHELBY STREET	COLUMBIA	SC	29209	RICHLAND	79,600.00	79,573.13	773.12	11.250	180	0.8468
303017	FR	FRAZER	JOHN W.	2624 BENDERMEER DRIVE	LANCASTER	OH	43130	FAIRFIELD	45,000.00	44,918.07	569.06	12.990	180	0.6000
303019	BLN	LYTLE	ERVEL C.	4800 HOPEWELL CHURCH	COLUMBIA	SC	29843	PENDER	72,000.00	72,000.00	729.54	11.800	180	0.7500
303020	FR	STEPHENS	ALEZIA P	101 EGBET COURT	HAMPSHARE	LA	70601	CALCASIEU	29,625.00	29,570.57	382.46	13.390	180	0.7500
303022	FR	SMITH	LEAH E	505 ORRIN STREET	LAKE CHARLES	LA	70601	CALCASIEU	29,600.00	29,570.57	382.46	13.390	180	0.8000
303023	BLN	KIDWELL III	JOSEPH F	3351 MIDWAY STREET	KNOXVILLE	TN	37921	KNOX	142,000.00	141,937.05	1,245.10	9.990	180	0.8068
303024	BLN	DILLINGHAM	PEGGY B	8112 SPAULDING CIRCL	SEVERN	MD	21144	ANNE ARUNDEL	80,000.00	79,936.94	731.79	10.500	180	0.7590
				5220 SEACROFT ROAD	CHARLOTTE	NC	28210	MECKLENBURG	80,000.00	79,936.94	731.79	10.500	180	0.7590

Loan No.	Am Term	Stake Amt	Asses Val	QDate	First Pmt	Matur Date	Nxt Pmt_31	Prop Type	Units	Occas	Lien	Lien Bal	Pure	Grade
302939	360	0.00	90000.00	11/06/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	B
302940	360	0.00	154000.00	11/07/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	4	B
302941	360	0.00	33500.00	11/09/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	3	A
302942	240	0.00	155000.00	11/06/95	01/01/96	12/01/10	03/01/96	1	1	1	38	84500.00	3	A
302943	180	0.00	76000.00	11/08/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	B
302944	180	0.00	86000.00	11/01/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	C
302945	360	0.00	60000.00	10/07/95	01/01/96	12/01/05	03/01/96	1	1	1	18	0.00	3	A
302947	120	0.00	42000.00	11/09/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	B
302948	120	0.00	44000.00	11/06/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	A
302949	180	0.00	183000.00	11/07/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	B
302953	360	0.00	99000.00	11/06/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	C
302954	360	245000.00	245000.00	11/07/95	01/01/96	12/01/05	03/01/96	8	1	1	18	0.00	3	A
302955	360	0.00	455000.00	11/07/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	3	B
302956	120	0.00	175000.00	11/07/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	2	B
302957	360	52000.00	56000.00	11/07/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	4	B
302958	360	0.00	56000.00	11/07/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	3	A
302959	360	0.00	76000.00	11/07/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	4	A
302964	360	0.00	72000.00	11/08/95	01/01/96	12/01/10	03/01/96	1	1	1	18	0.00	3	A
302965	180	0.00	60000.00	11/08/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	4	A
302967	240	0.00	74000.00	11/09/95	01/01/96	12/01/10	02/01/96	8	1	1	38	5766.00	1	C
302969	360	0.00	28000.00	11/09/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	3	C
302970	120	0.00	120000.00	11/09/95	01/01/96	12/01/05	02/01/96	8	1	1	38	64213.00	3	B
302972	360	0.00	53000.00	11/17/95	01/01/96	12/01/15	03/01/96	1	1	1	18	0.00	4	A
302973	120	0.00	69000.00	11/08/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	A
302974	240	0.00	38400.00	11/08/95	01/01/96	12/01/10	02/01/96	8	1	1	18	0.00	4	A
302975	180	0.00	78000.00	11/08/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	3	A
302976	360	0.00	175000.00	11/07/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	A
302977	240	0.00	175000.00	11/08/95	01/01/96	12/01/02	02/01/96	1	1	1	38	108804.00	4	B
302978	240	0.00	75000.00	11/09/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	4	B
302979	240	0.00	155000.00	11/08/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	A
302982	84	0.00	75000.00	11/06/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	3	B
302983	180	0.00	75000.00	11/06/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	3	B
302984	240	0.00	75000.00	11/09/95	01/01/96	12/01/15	02/01/96	1	1	1	38	19888.00	4	A
302985	240	0.00	75000.00	11/09/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	3	A
302986	180	0.00	73000.00	11/13/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	C
302987	240	0.00	73000.00	11/13/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	3	C
302988	240	0.00	43000.00	11/15/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	3	C
302989	240	0.00	61000.00	11/09/95	01/01/96	12/01/15	02/01/96	2	2	1	18	0.00	3	C
302990	360	0.00	55500.00	11/10/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	3	A
302992	240	0.00	68000.00	11/09/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	3	A
302993	360	0.00	134000.00	11/09/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	C
302994	360	0.00	120000.00	11/09/95	01/01/96	12/01/25	02/01/96	8	1	1	18	0.00	3	A
302995	360	0.00	62000.00	12/27/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	B
302996	360	0.00	70000.00	11/10/95	01/01/96	12/01/10	02/01/96	6	1	1	18	0.00	3	C
302998	360	94500.00	103000.00	11/10/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	1	C
303000	180	0.00	35000.00	11/09/95	01/01/96	12/01/25	03/01/96	1	1	1	18	0.00	4	B
303002	360	0.00	90000.00	11/10/95	01/01/96	12/01/25	03/01/96	1	1	1	18	0.00	3	A
303004	180	0.00	62000.00	11/10/95	01/01/96	12/01/10	02/01/96	3	1	1	38	0.00	3	A
303006	360	0.00	38500.00	11/10/95	01/01/96	12/01/10	02/01/96	1	1	3	18	26984.00	4	B
303009	180	0.00	45000.00	11/10/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	B
303010	360	0.00	91000.00	11/10/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	B
303011	180	0.00	37000.00	11/10/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	3	A
303012	360	0.00	55000.00	11/14/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	A
303014	180	0.00	47000.00	11/10/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	C
303016	360	0.00	94000.00	11/10/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	A
303017	180	0.00	75000.00	11/10/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	B
303019	360	96000.00	97000.00	11/10/95	01/01/96	12/01/10	02/01/96	6	1	1	18	0.00	3	C
303020	180	0.00	39500.00	11/10/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	1	C
303022	180	0.00	37000.00	11/14/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	B
303023	360	0.00	176000.00	11/10/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	B
303024	360	0.00	105400.00	11/10/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	A

Loan No.	Type	Lastname	Firstname	Address	City	SI	Zip	County	Orig Bal	UPB.31	PA	Rate	Term	CLTY
303025	FR	SHELTON	EVELYN	987 EAST 143RD STRE	CLEVELAND	OH	44110	CUYAHOGA	17,000.00	16,931.54	203.92	11.990	180	0.3400
303026	FR	BURK	JAMES E	735 HARR TOWN ROAD	BLOUNTVILLE	TN	37617	SULIVAN	45,700.00	45,592.24	498.11	10.260	180	0.7617
303029	FR	ORTEGO	DAVID B	11231 HWY 103RD	LETTSWORTH	LA	70253	POINTE COUPEE	33,600.00	33,455.62	386.25	11.300	180	0.8720
303032	FR	REID	CLAUDETT	3529 KINVIEW DRIVE	CLEVELAND	OH	44105	CUYAHOGA	44,800.00	44,773.67	457.37	11.900	360	0.8000
303033	FR	HILL	MICHAEL	1972 DAIRY STREET SW	NASHVILLE	TN	37218	Davidson	54,000.00	53,895.38	674.37	12.750	180	0.8000
303034	FR	GREENE	BOBBY M	5755 DEER CREEK LANE	SUPPLY	NC	28462	BRUNSWICK	50,400.00	50,380.40	464.80	10.600	360	0.8000
303035	FR	A DENT	WILLIAM	3675 HOCTOR AVENUE	ETHEL	LA	70730	EAST FELICIANA	108,000.00	107,941.24	1,131.73	12.250	360	0.7448
303037	FR	SMALLWOOD	DARRELL L	8825 HIGHWAY 431	NORTON	OH	44203	SUMMIT	38,000.00	37,813.39	414.18	10.250	180	0.6033
303039	FR	BROWNLEE	LARRY L	3557 ATLANTA AVENUE	UTICA	GA	42376	DAVEISS	28,600.00	28,545.68	353.43	12.550	180	0.7150
303040	FR	CARSON	JOSEPH M	519 S. THIRD STREET	MACON	GA	31204	BIBB	13,500.00	13,495.92	136.27	11.750	180	0.7500
303041	BLN	BOREL	DWIGHT R	352 NO. TANGLEWOOD	VINCENNES	IN	47591	KNOX	33,600.00	33,520.78	366.22	10.250	180	0.8000
303042	FR	KNIGHT	CHARLES L	8908 SCHOOL STREET	MINDEN	LA	71055	WEBSTER	64,050.00	64,037.34	740.70	13.640	180	0.7000
303044	FR	ROBERTS	SCOTT J.	8186 EASTMORELAND	WINDHAM	VT	44288	PORTAGE	49,000.00	48,767.83	534.08	10.250	180	0.5904
303045	FR	LITTLE	ALAN M.	4508 PARK AVENUE	LAKE STATION	MI	48509	GENESSE	55,000.00	54,849.79	521.68	9.750	240	0.5789
303046	FR	J LAMBERT	STARLING	3831 GREENFIELD LANE	OWENSBORO	IN	46405	LAKE	44,000.00	43,894.47	446.70	10.750	240	0.8000
303047	BLN	GANLEY	DAVID P.	1044 QUILLIAMS ROAD	OWENSBORO	KY	42301	DAVEISS	70,500.00	70,345.25	814.63	11.300	180	0.7500
303050	FR	BEA	PATRICE D	17309 SAN JUAN	CLEVELAND HEIGHTS	OH	44121	CUYAHOGA	64,800.00	64,772.83	580.67	10.250	180	0.8000
303052	FR	FARINAS	WILLIE L	5978 WALDWAY LANE	DETROIT	MI	48221	WAYNE	46,850.00	46,838.01	500.01	12.500	180	0.7208
303053	FR	WISE	REX A.	2819 WEST CHASE AVEN	CINCINNATI	OH	45224	HAMILTON	80,150.00	79,955.62	861.30	10.000	180	0.8015
303055	FR	HOLLINGSWORTH	DONNA B.	391 KNOLL COURT SE	CHICAGO	IL	60645	COOK	22,150.00	22,112.50	291.12	13.740	180	0.7986
303056	FR	WEBER	JOHNNY R	689 MOYE ROAD	CONCORD	NC	28025	CABARRUS	141,600.00	141,564.98	1,527.74	12.650	360	0.8000
303057	BLN	COLBERT	CONNIE	2804 WINGATE AVENUE	COLUMBUS	GA	31907	MUSCOGEE	57,950.00	57,806.94	319.11	11.950	240	0.8522
303058	FR	HUREY	THOMAS M	11098 WEST 1100 NORTH	DEMOTTE	GA	46310	Jasper	69,700.00	69,667.95	771.02	13.000	180	0.7600
303059	FR	CHRIFIELD	MARY A	2108 7TH STREET	CARRIERE	MS	39426	PEARL RIVER	33,600.00	33,429.61	350.88	9.500	180	0.7551
303060	FR	SAM	MICHAEL W	32 SILVER LANE	COLUMBUS	GA	31906	MUSCOGEE	140,119.02	140,119.02	1,566.78	13.150	360	0.8009
303062	FR	DAILY	JAMES A.	3310 BLANCHARD ROAD	AUGUSTA	GA	30906	FAIRFIELD	52,000.00	51,985.86	510.99	11.400	360	0.8550
303064	FR	WOODARD	DEBORAH A	1985 RIDGEBILL RD	CLEVELAND	OH	44121	CUYAHOGA	68,850.00	68,750.89	863.49	11.150	360	0.8500
303066	BLN	F CALLAHAN	JENNIE	RT 1 BOX 13 B	BLAIR	SC	29015	FAIRFIELD	45,600.00	45,585.90	466.80	11.650	360	0.8000
303068	FR	MERIDETH	WILLIAM B	1608 HAYES AVENUE	SOUTH BELOIT	IL	61080	WINNEBAGO	40,490.00	40,490.51	444.53	12.890	180	0.7500
303069	FR	STEVENSON	MARY O	230 BARNETT BLVD.	MADISONVILLE	KY	42431	HOPKINS	32,625.00	32,549.83	360.64	10.500	180	0.8000
303070	FR	DIXON	WALTER	1068 NORTH WILLET	MEMPHIS	TN	38107	SHELBY	39,600.00	39,566.47	472.43	13.300	240	0.8000
303071	BLN	CHROSNIAK	GERALD J	209 JUNEAU STREET	SIMMSPORT	LA	71369	AVOUELLES	20,414.74	20,414.74	303.07	12.750	120	0.6833
303072	FR	HURST	CHRISTOPH	13820 MANSFIELD	DETROIT	MI	48227	WAYNE	44,000.00	43,985.47	430.70	11.350	360	0.8000
303073	FR	ALEXANDER	NORMA	1418 E. 41ST STREET	CLEVELAND	OH	44103	Cuyahoga	36,000.00	35,000.00	326.62	10.400	180	0.8000
303075	FR	CLAY	MICHAEL D	2343 BRIARDALE	YPSILANTI	MI	48198	WASHTENAW	52,000.00	51,986.54	552.98	12.450	360	0.5294
303076	FR	MOORE	BEATRICE	514 DAYTON AVENUE	FORT WAYNE	IN	46807	ALLEN	22,500.00	22,395.35	249.41	10.550	180	0.8000
303077	FR	HEFLIN	ALEXANDE	1804 STONEWALL STREE	BRUNSWICK	GA	31520	GLYNN	28,000.00	27,973.55	318.12	12.500	240	0.8000
303078	FR	LONG	JOSEPH	4408 N. SHERIDAN AVE	INDIANAPOLIS	IN	46226	MARION	52,275.00	52,265.74	491.91	10.850	360	0.8500
303079	FR	JORDON	CYNTHIA A	14615 BODMAN ROAD	MOUNT ORAB	OH	45154	BROWN	100,000.00	99,917.57	903.54	10.350	360	0.7483
303080	BLN	YATES	JEFFREY W	414 SEDGEFIELD ROAD	COLUMBIA	SC	29210	RICHLAND	52,000.00	51,978.50	469.84	10.350	360	0.8000
303081	FR	VIGIL	SALLY A.	1615 BARREE ROAD	SHELBY	NC	28510	CLEVELAND	47,250.00	47,250.00	486.62	12.000	180	0.7500
303082	BLN	OTERO	MARY L.	930 CLAY STREET	HENDERSON	KY	42420	HENDERSON	35,020.00	34,985.78	391.72	12.250	240	0.8500
303083	FR	DOUGLAS	ABEL G.	598 WASHINGTON AVE.	HOLLAND	MI	49423	OTTAWA	53,250.00	53,237.51	584.48	12.890	180	0.7500
303084	FR	BURNS	BEVERLY	9315 MCKINNEY	DETROIT	MI	48224	WAYNE	39,188.68	39,188.68	401.71	11.950	180	0.8000
303085	FR	WATKINS	ROBERT D	1286 BLUE BIRD ROAD	LEBANON	TN	37087	WILSON	45,000.00	44,983.43	423.45	10.850	360	0.7895
303087	FR	BULLARD	JAMES M	715 CHANDLER LANE	COLUMBUS	IN	47203	BARTHOLOMEW	58,400.00	58,268.54	654.83	10.750	180	0.8000
303089	FR	HEGGE	ROY L	RT 9 BOX 485	CROSSVILLE	TN	38555	CUMBERLAND	22,100.00	22,065.26	391.50	9.500	240	0.7178
303092	FR	BARNWELL/SHOPE	EDWARD N	ROUTE 1, BOX 576	LITTLETON	NC	27850	WARREN	46,400.00	46,386.42	301.78	14.500	180	0.6500
303093	BLN	DENSMORE	DEAN	ROUTE 8 BOX 494-A	HENDERSONVILLE	NC	28792	WAYNE	77,600.00	77,552.83	484.17	10.600	360	0.7500
303094	FR	LAIL	PRESTTEL	14711 RUTLAND	DETROIT	MI	48227	WAYNE	52,479.58	52,479.58	783.30	11.750	180	0.8000
303095	BLN	HOPES	ROGER D	2359 PINNACLE DRIVE	CATAWBA	NC	28609	CATAWBA	65,700.00	65,675.00	850.62	11.500	360	0.7300
303096	FR	FIELDS JR.	VYRDY E	655 EAST 109TH ST.	CLEVELAND	OH	44108	CUYAHOGA	35,000.00	34,988.82	346.60	11.500	180	0.6481
303097	FR	STEVENS	GEORGE	1520 GLENBORO DRIVE	CLEVELAND	OH	44105	CUYAHOGA	43,800.00	43,745.96	437.29	10.500	240	0.7984
303098	BLN	CARABALLO	DONALD L	1428 JEDBURG ROAD	SUMMERVILLE	SC	29483	BERKELEY	37,000.00	36,912.76	403.28	10.250	180	0.5362
303099	BLN	DAVIS	ANNE D	12531 WATERHAVEN CIRC	PARMA	OH	44130	Cuyahoga	100,000.00	99,964.73	956.10	11.050	180	0.8259
303100	BLN	MAULON	ARNOLD B	7881 LUT LANE	PARMA	OH	44130	Cuyahoga	131,900.00	131,844.69	1,181.96	10.250	180	0.8510
303101	BLN	MILLER	EARL	1871 EAST 193RD ST.	EUCID	OH	44117	CUYAHOGA	60,000.00	59,940.75	504.51	9.500	180	0.7500
303102	BLN	DEGRAFF	JAMES A.	207 S. 8TH STREET	BEECH GROVE	OH	46107	MARION	17,000.00	16,968.08	215.09	13.000	180	0.7075
303104	BLN		RONNIE E	34 EAST WALNUT STR	PAINESVILLE	OH	44077	LAKE	54,800.00	54,785.83	584.86	12.500	180	0.8000

Loan No.	Am.Term	Salv.Amt	Asses.Val	QDate	FirstPmt	Matur.Date	Nxt.Pmt.31	Prnc.Type	Units	Oscure	Len	Loan Bal	Paid	Grade
303025	180	0.00	50000.00	11/10/95	01/01/96	12/01/10	03/01/96	1	1	1	18	0.00	3	C
303026	180	0.00	60000.00	11/11/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	A
303029	180	0.00	50000.00	11/11/95	01/01/96	12/01/10	03/01/96	1	1	1	18	0.00	3	B
303032	360	0.00	56000.00	11/13/95	01/01/96	12/01/25	03/01/96	1	1	1	18	0.00	4	B
303033	180	0.00	72000.00	11/13/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	C
303034	360	0.00	63000.00	11/13/95	01/01/96	12/01/25	02/01/96	8	1	1	18	0.00	4	A
303035	360	0.00	145000.00	11/13/95	01/01/96	12/01/25	03/01/96	1	1	1	18	0.00	3	B
303036	180	0.00	75500.00	11/13/95	01/01/96	12/01/10	03/01/96	1	1	1	18	0.00	3	B
303037	180	0.00	40000.00	11/14/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	B
303039	360	18000.00	24000.00	11/14/95	01/01/96	12/01/10	02/01/96	1	1	3	18	0.00	1	A
303040	180	0.00	42000.00	11/15/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	A
303041	360	91500.00	91500.00	11/15/95	01/01/96	12/01/10	03/01/96	1	1	1	18	0.00	4	C
303042	180	0.00	83000.00	11/15/95	01/01/96	12/01/15	03/01/96	1	1	1	18	0.00	3	B
303044	240	0.00	95000.00	11/16/95	01/01/96	12/01/15	03/01/96	1	1	1	18	0.00	4	A
303045	240	0.00	94000.00	11/16/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	B
303047	360	0.00	81000.00	11/14/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	B
303050	360	0.00	65000.00	11/15/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	B
303052	180	0.00	100000.00	11/14/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	B
303053	180	0.00	186000.00	11/16/95	01/01/96	12/01/10	02/01/96	1	1	1	38	126572.00	3	C
303054	360	0.00	42000.00	11/15/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	4	C
303055	240	0.00	177000.00	11/14/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	B
303056	180	0.00	68000.00	11/15/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	C
303057	360	0.00	92935.00	11/15/95	01/01/96	12/01/10	03/01/96	8	1	1	18	0.00	3	C
303058	180	0.00	44500.00	11/14/95	01/01/96	12/01/10	03/01/96	1	1	1	18	0.00	3	A
303059	360	0.00	175000.00	11/14/95	01/01/96	12/01/25	02/01/96	9	2	1	18	0.00	4	B
303060	360	0.00	54450.00	11/14/95	01/01/96	12/01/25	03/01/96	1	1	1	18	0.00	3	A
303062	360	0.00	81000.00	11/15/95	01/01/96	12/01/25	03/01/96	1	1	1	18	0.00	2	A
303064	360	0.00	72000.00	11/15/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	2	A
303065	360	0.00	54000.00	11/15/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	C
303066	180	0.00	43500.00	11/15/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	3	B
303067	240	49500.00	51000.00	11/15/95	01/01/96	12/01/05	02/01/96	1	1	1	18	0.00	1	B
303068	120	0.00	30000.00	11/20/95	01/01/96	12/01/25	02/01/96	1	1	3	18	0.00	3	B
303070	360	0.00	55000.00	11/15/95	01/01/96	12/01/10	01/01/96	1	1	1	18	0.00	4	A
303071	360	0.00	45000.00	11/15/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	3	B
303074	360	0.00	65000.00	11/16/95	01/01/96	12/01/10	03/01/96	1	1	1	18	0.00	3	A
303075	180	0.00	42500.00	11/15/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	3	B
303076	240	0.00	35000.00	11/16/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	3	A
303077	360	0.00	61500.00	11/15/95	01/01/96	12/01/25	03/01/96	1	1	1	18	0.00	3	A
303078	360	0.00	134000.00	11/15/95	01/01/96	12/01/25	03/01/96	1	1	1	18	0.00	3	A
303079	360	0.00	65000.00	11/15/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	3	A
303080	360	0.00	135000.00	11/15/95	01/01/96	12/01/10	01/01/96	1	1	1	38	54000.00	3	B
303081	240	0.00	41200.00	11/17/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	4	A
303082	360	0.00	71000.00	11/29/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	C
303083	360	0.00	49000.00	11/16/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	B
303084	360	0.00	57000.00	11/16/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	4	A
303085	180	0.00	73000.00	11/17/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	4	A
303086	240	0.00	68500.00	11/17/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	A
303087	180	0.00	34000.00	11/16/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	C
303089	360	0.00	58000.00	11/16/95	01/01/96	12/01/25	02/01/96	8	1	1	18	0.00	3	A
303092	360	0.00	70000.00	11/17/95	01/01/96	12/01/10	03/01/96	1	1	1	18	0.00	3	B
303093	360	0.00	97000.00	11/12/95	01/01/96	12/01/25	02/01/96	8	1	1	18	0.00	4	A
303094	360	0.00	90000.00	11/16/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	C
303095	360	0.00	54000.00	11/16/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	4	A
303096	240	0.00	55000.00	11/16/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	A
303097	180	0.00	69000.00	11/17/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	A
303098	360	0.00	159000.00	11/17/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	B
303099	360	0.00	155000.00	11/17/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	A
303100	360	0.00	80000.00	11/17/95	01/01/96	12/01/10	03/01/96	1	1	1	18	0.00	3	A
303102	180	0.00	50000.00	11/17/95	01/01/96	12/01/10	02/01/96	1	1	1	38	18375.00	3	C
303104	360	0.00	68500.00	11/17/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	C

Loan No.	Type	Lastname	Firstname	Address	City	SI	Zip	County	Orig Bal	UPR.31	P&J	Rate	Term	CLTV
303106	FR	CARTER	JOYCE W	3844 SPENCER STREET	ALEXANDRIA	LA	71301	RAPIDES	62,400.00	62,264.67	716.13	11.150	180	0.8000
303107	FR	WRIGHT	ALDEN	13833 S 400 W	HANNA	IN	46340	LAPORTE	71,000.00	70,975.23	681.52	11.100	360	0.7474
303108	FR	CUMMINGS	RICHARD	2789 BALDWIN ROAD	LAFER	MI	48446	LAPORTE	65,600.00	65,579.49	684.64	11.600	360	0.8000
303109	FR	CHAPPELL	JEFFREY	789 CHALKER STREET	AKRON	OH	44310	SUMMIT	38,000.00	37,811.62	402.68	9.750	180	0.7600
303110	FR	GAZELL	EDWARD W	5346 HIGHWAY 144	OWENSBORO	KY	42303	DAVIES	55,900.00	55,776.94	635.01	10.990	180	0.7997
303111	FR	MUHAMMAD	LILLIAN	867 CALEDONIA AVE.	CLEVELAND HEIGHTS	OH	44112	CUYAHOGA	68,000.00	67,904.48	633.85	9.500	240	0.7556
303112	FR	FREAS	DENNIS F	3690 230TH AVENUE	MORLEY	MI	48336	MECOSTA	58,500.00	58,483.26	601.74	12.000	360	0.6882
303113	FR	CARPENTER	KENNETH A	3911 LILLIAN COVE	MEMPHIS	SC	38116	SHELBY	31,500.00	31,468.80	350.14	12.150	240	0.7500
303114	BLN	ROBERTS, JR	THOMAS	3928 TROTTER RD	COLUMBIA	SC	29209	RICHLAND	56,000.00	55,979.99	532.88	10.990	180	0.8000
303115	BLN	COMPTON	ELAINE J	6145 DOWNING DRIVE	INDIANAPOLIS	IN	46208	MARION	76,300.00	76,134.25	813.69	11.500	240	0.7000
303116	FR	DOTSON	VERNICE E	4756 BOWFIELD DRIVE	ANTIOCH	TN	37013	DAVIDSON	71,400.00	71,239.26	800.36	10.750	180	0.8500
303117	FR	BERRY	ROLAND A	1337 EAST CANAL ST.	GUEYDARD	TN	37013	VERMILION	19,500.00	19,459.07	227.81	11.500	180	0.7500
303118	FR	RICHARD, JR	BRENDA M	1223 DELERY STREET	NEW ORLEANS	LA	70542	VERMILION	31,000.00	31,000.00	423.31	14.500	180	0.6078
303119	FR	PAULI	CHARLES W	312 N SECOND AVENUE	MARINE CITY	MI	48039	ST CLAIR	55,200.00	55,184.03	565.67	11.950	360	0.8000
303120	FR	ROBIN	JEFFREY L	1112 N SECOND AVENUE	EVANSVILLE	MI	47710	VANDERBURGH	82,400.00	82,366.18	297.33	13.000	180	0.7298
303121	FR	HOLDEN	TROY	79309 ALEX ROAD	COVINGTON	LA	70435	ST TAMMANY	71,400.00	71,351.57	744.52	11.250	180	0.7288
303122	BLN	COPE	ANNE D.	3847 MARSH CREEK RD.	RALEIGH	NC	27604	WAKE	26,000.00	25,931.23	250.91	10.000	240	0.4727
303123	FR	GARTH	ETHEL	13202 BEACHWOOD AVE.	CLEVELAND	OH	44105	CUYAHOGA	26,000.00	25,836.82	262.20	10.650	240	0.6500
303124	FR	HALL	MATTHEW	3328 3330 HAYWARD AV	BALTIMORE	MD	21215	BALTIMORE	66,250.00	66,122.19	649.97	11.300	180	0.7500
303125	FR	PEREZ	DAVID	376 PINEWOOD DRIVE	VALPARAISO	IN	46383	Porter	38,075.00	37,997.28	420.88	10.800	180	0.5599
303126	FR	MCINTYRE	JERRY W.	4829 BARLOW DRIVE	INDIANAPOLIS	IN	46226	MARION	32,000.00	31,933.16	374.84	11.550	180	0.8000
303127	FR	ROBERTS	PAUL	387 HIGHWAY 484	PINEVILLE	LA	71360	RAPIDES	33,500.00	33,477.51	326.65	11.300	180	0.7444
303128	FR	CREDDLE	CHARLES O	222 PM OAK DRIVE	IRON GATE	VA	24448	Allegheny	36,711.83	36,711.83	399.54	11.800	240	0.7819
303129	FR	LEBRUN, JR.	ALBERT	5778 MARKET AVENUE	STONE MOUNTAIN	GA	30087	DEKALB	177,800.00	177,746.37	1,801.65	11.800	360	0.7902
303130	FR	JORDAN	HENRY	716 LANDRY ROAD	SULPHUR	LA	70663	CALCASIEU	39,600.00	39,562.84	451.31	12.550	240	0.8000
303131	FR	WILLIE S	WILLIE S	831 HIGHSMITH ROAD	BURGAU	NC	28425	PENDER	40,500.00	40,455.63	429.12	11.400	240	0.7500
303132	FR	SATURDAY	MICHAEL A	6224 OLD UNION ROAD	HARLEM	GA	30814	COLUMBIA	31,600.00	31,526.52	347.35	10.400	180	0.8000
303133	FR	MILLER	LEE M	92 COTTELL TRAIL	LENOIR	NC	28645	CALDWELL	40,000.00	39,986.02	383.65	11.090	360	0.8000
303140	FR	BEERS	DANNY J	RR 2, BOX 753	SPENCER	NC	27460	OWEN	149,400.00	149,355.31	1,513.79	11.800	180	0.6791
303141	BLN	BEES	SIDNEY W	207 COLLEGE STREET	PORTLAND	TN	37148	SUMNER	80,000.00	79,984.61	702.06	10.000	180	0.8000
303142	BLN	J SOUTER	RICHARD	1321 S 1325 WHEELER	VINCENNES	IN	47591	KNOX	57,400.00	57,385.11	579.40	11.750	180	0.6958
303143	BLN	JESTER	LARRY G.	10431 HWY 220 BUS. N.	RANDOLMAN	NC	27317	Randolph	48,000.00	47,782.06	508.49	9.750	180	0.8000
303144	FR	SCHMIT	THOMAS J	208 BURNWOOD AVENUE	LOVES PARK	IL	61111	WINNEBAGO	38,500.00	38,378.85	419.63	10.250	180	0.7284
303145	FR	OWENS	JAMES D.	10 COX-HAWKINS RD.	PIEDMONT	SC	29611	PIEDMONT	72,000.00	71,830.24	784.76	10.250	180	0.8000
303146	FR	BREWINGTON	JOYCE A	9024 DUKES LAKE ROAD	ZEBULON	NC	27597	WAKE	53,580.00	53,569.83	500.25	10.750	180	0.7801
303147	BLN	THOMPSON	KENNETH S	137 NORTH RIDGE RUN	NORTH WILKESBORO	NC	28659	WILKES	35,000.00	34,991.02	373.27	12.490	180	0.7000
303148	FR	ABDUL-HAKEEM	WANDA A.	10 WINDY MEADOW CO	RANDALLSTOWN	MD	21133	BALTIMORE	34,000.00	33,931.42	405.15	12.050	180	0.7278
303150	BLN	BEECH	WILLIE F	16186 STEEL	WALLED LAKE	MI	48390	Oakland	128,000.00	127,951.81	1,194.86	10.750	180	0.8000
303153	FR	ANDREWS	GLENN M.	128 FERN AVENUE	DETROIT	MI	48235	WAYNE	27,992.59	27,992.59	295.58	12.350	360	0.8000
303154	BLN	BIGGS	SYLVESTE	2314 W. ORMSBY AVENUE	LOUISVILLE	TN	38207	DAVIDSON	37,600.00	37,581.51	316.16	9.500	180	0.8000
303155	FR	BROWN	NIKOLA	11076 REPUBLIC	WARREN	KY	40210	JEFFERSON	11,472.25	11,472.25	123.58	10.000	180	0.6053
303158	BLN	HEBERT	ROBERT J	1700 SEVENTH STREET	LAKE CHARLES	LA	70601	MACOMB	39,750.00	39,735.83	378.55	11.000	180	0.7500
303159	FR	WILSON	STEVE	324 W. MECHANIC ST.	SHELBYVILLE	IN	46176	SHELBY	24,925.00	24,888.89	279.40	10.750	180	0.8492
303160	BLN	SWANSON	ROBERT I	3525 ELMHURST	ROYAL OAK	MI	48073	OAKLAND	53,500.00	53,500.00	505.45	10.900	180	0.8000
303162	FR	ANDERSON	LANA K.	17386 LITTLEFIELD	DETROIT	MI	48235	WAYNE	39,000.00	39,000.00	472.93	14.350	180	0.7500
303164	BLN	DOUGLAS W	SHRAINE	R UTE 4 BOX 1040	MANNING	SC	29102	CLARENDON	30,400.00	30,349.82	404.85	14.000	180	0.8000
303165	FR	SMITH	JESS	12109 FOREST AVENUE	CLEVELAND	OH	44120	CUYAHOGA	35,000.00	34,984.84	305.74	10.100	360	0.6863
303166	FR	NEWMAN	JEANETTE	58 CANNON DRIVE	LEXINGTON	TN	38351	HENDERSON	19,600.00	19,564.34	247.99	13.000	180	0.7000
303167	FR	MONAGUE	EARNEST L	11713 GRIFFING AVENUE	CLEVELAND	OH	44120	CUYAHOGA	48,000.00	47,884.87	487.31	10.750	240	0.8000
303170	FR	COLE	OSCAR	6525 BRANCH HILL-MA	YPSILANTI	MI	48140	CLEMONT	70,000.00	69,973.93	656.07	10.800	360	0.7955
303172	FR	THOMAS	LINDA J.	4326 N CENTRAL AVE	INDIANAPOLIS	IN	46205	Marion	45,000.00	44,984.97	438.78	11.300	360	0.7500
303173	BLN	LANDON	RICHARD C	6046 PONDEROSA	STEVENSVILLE	MI	49127	Berrien	105,000.00	104,928.78	1,019.82	11.250	180	0.5833
303174	BLN	DIPERT	JOHNNY M	3017 LIDE SPRINGS RD	CLINTON	NC	28328	SAMPSON	61,973.44	61,973.44	550.98	10.150	180	0.5836
303175	FR	LAMB	JOHNNY M	111 EAST BONEY ST.	DARLINGTON	SC	29532	DARLINGTON	32,000.00	31,985.85	280.82	10.000	360	0.5926
303176	FR	SALANGO	GARDNER	6384 HIGDON ROAD	HIGHLAND HEIGHTS	OH	44143	CUYAHOGA	46,104.87	46,104.87	505.48	11.900	240	0.7000
303177	FR	SUMNER	GARDNER	3235 37 OAK ROAD	CLEVELAND HEIGHTS	OH	44118	CUYAHOGA	124,600.00	124,584.10	1,172.49	10.850	360	0.8197
303178	BLN	LINEBARGER	DONIA M.	13501 WOODMONT	CLEVELAND HEIGHTS	OH	44118	CUYAHOGA	99,786.16	99,786.16	1,155.51	11.300	180	0.8000
303180	FR	GEITGEY	KEITH A.	355 STERLING AVENUE	RIITMAN	OH	44270	CUYAHOGA	37,482.77	37,482.77	385.73	12.000	180	0.7500
303180	FR								56,100.00	56,080.64	540.62	11.150	360	0.8500

Loan No.	Am. Term	Sales Amt	Apex Val	QData	First Pmt	Matur Date	Nat Pmt 31	Prop. Term	Units	Occur	Len	Lien Bal	Puro	Grade
303106	180	0.00	780000.00	11/17/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	B
303107	360	0.00	950000.00	11/29/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	4	B
303108	360	0.00	820000.00	11/20/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	4	B
303109	180	0.00	500000.00	11/20/95	01/01/96	12/01/10	03/01/96	1	1	1	18	0.00	3	A
303110	180	0.00	690000.00	11/17/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	2	B
303112	240	0.00	890000.00	11/17/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	3	A
303113	360	0.00	850000.00	11/20/95	01/01/96	12/01/25	02/01/96	8	1	1	18	0.00	3	B
303114	240	0.00	420000.00	11/21/95	01/01/96	12/01/15	02/01/96	1	1	3	18	0.00	4	C
303115	360	0.00	700000.00	11/22/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	B
303116	240	0.00	1090000.00	11/20/95	01/01/96	12/01/15	03/01/96	1	1	1	18	0.00	3	B
303117	180	0.00	840000.00	11/20/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	A
303119	180	0.00	260000.00	11/17/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	A
303120	180	0.00	510000.00	11/20/95	01/01/96	12/01/10	01/01/96	1	1	1	18	0.00	3	C
303122	360	0.00	690000.00	11/17/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	3	A
303123	180	0.00	322000.00	11/17/95	01/01/96	12/01/10	03/01/96	1	1	1	18	0.00	3	A
303126	360	0.00	1030000.00	11/20/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	4	B
303127	240	0.00	980000.00	11/17/95	01/01/96	12/01/10	03/01/96	1	1	1	18	0.00	3	B
303128	240	0.00	550000.00	11/22/95	01/01/96	12/01/15	03/01/96	1	1	1	18	0.00	3	B
303129	180	0.00	400000.00	11/22/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	A
303130	180	0.00	750000.00	11/20/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	B
303133	180	0.00	680000.00	11/20/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	B
303134	360	0.00	400000.00	11/21/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	B
303136	240	0.00	450000.00	11/20/95	01/01/96	12/01/10	03/01/96	8	1	1	18	0.00	4	A
303138	360	0.00	2250000.00	11/20/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	3	B
303137	240	0.00	495000.00	11/18/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	3	B
303138	240	0.00	540000.00	11/20/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	3	B
303139	180	0.00	395000.00	11/20/95	01/01/96	12/01/10	02/01/96	8	1	1	18	0.00	3	B
303140	360	0.00	500000.00	11/20/95	01/01/96	12/01/25	02/01/96	8	1	1	18	0.00	4	A
303141	360	0.00	2000000.00	11/20/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	B
303142	360	0.00	1600000.00	11/21/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	B
303143	360	0.00	825000.00	11/21/95	01/01/96	12/01/10	03/01/96	5	3	1	18	0.00	3	A
303144	180	0.00	600000.00	11/22/95	01/01/96	12/01/10	03/01/96	1	1	1	18	0.00	3	A
303145	180	0.00	530000.00	11/28/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	A
303146	180	0.00	900000.00	11/22/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	B
303147	360	0.00	687000.00	11/20/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	B
303148	360	0.00	500000.00	11/21/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	C
303149	180	0.00	1100000.00	11/21/95	01/01/96	12/01/10	02/01/96	2	1	1	18	0.00	4	B
303150	360	0.00	1600000.00	11/21/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	B
303151	360	0.00	350000.00	11/21/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	3	A
303154	360	0.00	470000.00	11/21/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	B
303155	180	0.00	190000.00	11/21/95	01/01/96	12/01/10	02/01/96	1	1	3	18	0.00	4	B
303158	360	0.00	830000.00	11/22/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	B
303159	180	0.00	335000.00	11/21/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	B
303160	360	0.00	630000.00	12/08/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303162	360	0.00	1070000.00	11/22/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	3	B
303164	360	0.00	820000.00	11/22/95	01/01/96	12/01/10	01/01/96	1	1	1	18	0.00	4	C
303165	180	0.00	380000.00	11/22/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	B
303166	360	0.00	510000.00	11/22/95	01/01/96	12/01/25	02/01/96	2	2	1	18	0.00	3	A
303167	180	0.00	280000.00	11/22/95	01/01/96	12/01/10	02/01/96	8	1	1	18	0.00	4	B
303169	240	0.00	600000.00	11/22/95	01/01/96	12/01/15	02/01/96	2	2	1	18	0.00	3	B
303170	360	0.00	860000.00	11/22/95	01/01/96	12/01/25	03/01/96	1	1	1	18	0.00	4	A
303172	360	0.00	600000.00	11/30/95	01/01/96	12/01/25	02/01/96	1	1	3	18	0.00	3	A
303173	360	0.00	1800000.00	11/22/95	01/01/96	12/01/10	03/01/96	1	1	1	18	0.00	3	C
303174	360	0.00	1100000.00	11/27/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	A
303175	360	0.00	540000.00	11/22/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	3	A
303176	240	0.00	650000.00	11/22/95	01/01/96	12/01/15	03/01/96	8	1	1	18	0.00	4	B
303177	360	0.00	1520000.00	11/22/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	4	A
303178	180	0.00	1250000.00	11/22/95	01/01/96	12/01/10	02/01/96	2	2	1	18	0.00	3	A
303179	360	0.00	500000.00	11/22/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	C
303180	360	0.00	650000.00	11/22/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	3	A

Loan No.	Type	Lastname	Firstname	Address	City	SI	Zip	County	Orig Bal	UPB 31	P&I	Rate	Term	CLTY
303182	BLN	KREBS	DANIEL F	408 CAVILL ROAD	STREAMWOOD	IL	60107	COOK	105,600.00	105,575.30	1,159.90	12.900	180	0.8000
303185	FR	LEWTER	JAMES	106 REAGAN DRIVE	ROANOKE RAPIDS	NC	27870	HALIFAX	45,600.00	45,499.62	518.00	10.990	180	0.8000
303186	FR	KING	MYRTLE M.	282 SHANE DRIVE	MINDEN	LA	71055	WEBSTER	56,500.00	56,363.68	607.15	10.000	180	0.8248
303187	FR	CLARDY	KATHLEEN	1141 COMMERCIAL STREET	CLARKSVILLE	TN	37040	MONTGOMERY	38,400.00	38,312.76	428.05	10.650	180	0.8170
303188	BLN	HUOSPETH	WILLIAM O	61323 FISH HATCHERY R	LACOMBE	LA	70445	ST. TAMMANY	30,000.00	29,959.39	440.61	16.000	180	0.3571
303189	BLN	DAHLSTROM	JOHN G	RT 1 BOX 356	TAYLORSVILLE	NC	28681	ALEXANDER	74,000.00	74,000.00	727.17	11.400	180	0.8222
303190	FR	HUFFINES	JOEY E.	2305 DEVONSHIRE DR.	OLD HICKORY	TN	37138	WILSON	144,000.00	143,770.33	1,249.67	8.500	240	0.9000
303191	FR	POTTS	MICHAEL L	102 IVEY DRIVE	HENDERSOVILLE	TN	37075	Sumner	61,213.65	61,213.65	475.31	8.600	360	0.7000
303192	FR	BUTLER	WILLIE H	2701 COMBS DRIVE	NASHVILLE	TN	37207	DAVIDSON	27,100.00	26,942.39	367.13	10.250	60	0.4593
303193	FR	SMITH	BENJAMIN	3802 HEYWARD STREET	COLUMBIA	SC	29205	RICHLAND	30,000.00	29,942.15	367.81	12.400	180	0.6383
303194	FR	CAMPOS	LEWIS A	5419 BRIGHTON DRIVE	FORT WAYNE	IN	46825	Allen	48,800.00	48,782.60	484.73	11.000	360	0.8000
303196	FR	LEWIS	RODNEY L	244 ANTIOCH PIKE	NASHVILLE	TN	37211	DAVIDSON	58,000.00	55,976.51	501.82	10.250	180	0.7671
303197	FR	HENKEN	KAY ANN	1122 STURBS VINSON R	BAXLEY	GA	31513	Appling	35,500.00	35,424.08	410.20	11.300	180	0.6635
303198	FR	WILLIAMS	LINDA D	12327 PHILLIPS	MONROE	LA	71203	OUACHITA	42,250.00	42,179.58	559.82	13.900	180	0.8600
303199	FR	REEVES	WILLIAM A	486 OLD HUNTSBRIDGE	CLEVELAND	OH	44108	Cuyahoga	32,000.00	31,934.72	379.95	11.800	180	0.8000
303200	FR	CAFARELLI	ARTHUR S	2936 DYNASTY DRIVE	GREENVILLE	SC	29611	GREENVILLE	18,000.00	17,920.80	255.65	11.750	120	0.7941
303202	BLN	BYORICK, SR.	EDWARD D	6123 RUATAN STREET	COLUMBUS	OH	43235	PRINCE GEORGES	94,875.00	94,875.00	765.11	12.000	180	0.7500
303203	FR	GIDEON	THOMAS W	716 BEECH DRIVE	SENECA	MD	20678	OCONEE	63,750.00	63,622.39	765.11	12.000	180	0.7500
303204	FR	FAUST	ANTHONY W	2410 GARRISON AVENUE	BALTIMORE	MD	21215	Baltimore City	50,400.00	50,386.87	534.77	12.420	360	0.8000
303205	BLN	THOMAS	MICHELLE	105 BENSON ROAD	NASHVILLE	TN	37214	DAVIDSON	46,200.00	46,182.57	430.92	10.740	180	0.7000
303206	FR	THOMAS	ROBERT	RT 2 BOX 68	SPARTA	GA	30538	ST MARY	24,000.00	23,952.84	301.97	12.500	240	0.8000
303207	FR	DUPUY	LARRY J	703 CURTIS DRIVE	FRANKLIN	LA	70538	HIGHLAND	23,400.00	23,302.68	268.46	12.250	240	0.8000
303208	FR	ARRASMITH	TODD	319 SHORT STREET	LYNCHBURG	OH	45142	WAYNE	152,800.00	152,751.70	1,519.00	11.550	180	0.8000
303209	BLN	JAMES S.	JAMES S.	4084 TENNYSON LANE	NORTH OLMSTED	OH	44070	CUYAHOCA	56,250.00	56,223.58	562.21	12.950	180	0.7500
303210	BLN	MASHALEH	IBRAHIM	4887 KENILWORTH AVE.	DEARBORN	MI	48126	SUMNER	22,449.38	22,449.38	252.21	10.750	180	0.5294
303211	FR	AVERTIT	ROY	1283 LOUISVILLE HIGH	GOODLETTSVILLE	TN	37072	ROWAN	74,329.00	74,176.21	875.40	11.650	180	0.7433
303215	FR	MOORE	VERNON W	1840 COOPER ROAD	SALISBURY	NC	28147	ROWAN	40,000.00	39,959.84	441.83	12.050	240	0.7499
303216	FR	ANDERSON	CARL N	4821 FERNCREST DRIVE	GREENSBORO	NC	27410	GUILFORD	47,250.00	47,250.00	501.23	9.500	180	0.8000
303217	BLN	BRESKI	SALLY L	1008 9TH AVENUE SO.	NASHVILLE	TN	37207	DAVIDSON	48,000.00	47,878.77	475.40	12.050	240	0.7499
303218	BLN	HELMAN	GEORGE J	6079 ST. PIERRE	ALGONAC	MI	48001	ST CLAIR	81,000.00	80,841.67	518.98	12.900	180	0.7600
303219	FR	SCICLUNA	CHARLES E	5065 NORTHAWN	EVANSVILLE	IN	47714	VANDERBURGH	51,000.00	51,000.00	585.20	12.250	180	0.7600
303220	BLN	POWELL	TEWITT	1770 VANN AVENUE	DETROIT	MI	48235	WAYNE	33,600.00	33,521.87	389.33	13.390	180	0.7981
303222	BLN	LAFLEUR	FREDERICK	18108 SUMMIT STREET	LAKE CHARLES	LA	70601	CALCASIEU	58,000.00	57,970.56	621.05	11.400	360	0.5800
303223	FR	BUCCINI	FRANK L.	322 ESTATE ROAD	REISTERSTOWN	MD	21136	Baltimore	63,200.00	63,179.36	621.05	11.400	360	0.8000
303225	FR	FALLS	BRYAN A	207 TOMLINSON DRIVE	VALDOSTA	GA	31602	LOWNDES	43,100.00	43,100.00	380.07	11.550	180	0.7305
303226	BLN	HARRISON	SPENCER	993 CANDY CREEK ROA	REIDSVILLE	GA	30721	WHITFIELD	33,300.00	33,230.44	16,544.71	16,544.71	180	0.3781
303227	FR	HIXON	MELVIN	401 JENNIFER COURT	DALTON	GA	30721	WHITFIELD	16,550.00	16,544.71	163.89	11.550	180	0.7305
303229	BLN	ACKMAN	LORINA L	6101 HWY 1	PAINCOURTVILLE	LA	70393	Assumption	61,025.00	60,980.85	776.65	14.400	240	0.6935
303230	FR	ANDREWS	DIANE E	4864 PERRY CREEK RD.	YAZOO CITY	MS	39194	YAZOO	48,000.00	47,982.21	453.49	10.900	360	0.8000
303232	FR	BURTON	MARJORIE	1835 ELMFSFORD	SPRINGFIELD	OH	45506	CLARK	37,700.00	37,806.93	399.38	9.750	180	0.7250
303234	BLN	HARDY	MELTON H	721 IRIS STREET	LAKE CHARLES	LA	70601	Calcasieu	230,000.00	230,000.00	2,043.96	10.150	180	0.5693
303235	FR	GOLDING, JR.	JOHN V.	1018 MCCENEY AVENUE	SILVER SPRING	MD	20901	MONTGOMERY	95,400.00	95,307.75	809.14	9.600	360	0.8833
303236	FR	NEWMAN	JAMES A	163 SAUDERSVILLE FE	MOUNT JULIET	TN	37122	WILSON	17,250.00	17,204.53	193.36	10.750	180	0.7500
303237	FR	TINDALL	JERRY	73 DUBLIN LANE	OWENSBORO	KY	42301	DAVISS	94,000.00	93,807.17	790.40	9.500	180	0.8000
303238	BLN	WITHROW	ROBERT	1118 ELKADER COURT S	ANTIOCH	TN	37013	DAVIDSON	48,750.00	48,712.53	606.22	14.000	240	0.7500
303239	FR	JONES	RONALD	810 POINT ROAD	DOYLENE	LA	71023	WEBSTER	48,000.00	47,982.61	453.49	10.900	360	0.7680
303240	FR	HENSLEY	ROBERT E	3008 BUNCHE DRIVE	RALEIGH	TN	37406	HAMILTON	21,000.00	20,982.67	201.58	11.100	360	0.7500
303242	FR	MARTOIA	DENNIS C	15065 FAIRWAY	LIVONIA	MI	48154	WAYNE	96,000.00	95,973.73	1,002.27	12.200	180	0.8000
303243	BLN	STUART	JAMES V.	21724 CENTENNIAL	SAINT CLAIR SHORES	MI	48081	MACOMB	80,000.00	79,979.42	895.58	12.500	180	0.7500
303245	BLN	ARMSTRONG	GINA V.	1520 OLYMPIAN WAY	ATLANTA	GA	30310	Fulton	64,000.00	63,983.63	683.04	12.500	180	0.8000
303246	BLN	GOLDEN-MARTIN	LYNDA R.	6469 WYAND DRIVE	DATTON	OH	45426	MONTGOMERY	88,800.00	88,725.20	795.74	10.250	180	0.8000
303247	BLN	HOWELL	ANGELA G	2204 BURCH BRIDGE RD	BURTON	NC	27217	ALAMANCE	27,000.00	26,991.65	270.47	11.650	180	0.7500
303248	BLN	LEWIS	WILLIAM J	601 BOKAL AVENUE	PIQUA	OH	45356	MIAMI	40,500.00	40,484.82	706.67	13.900	180	0.7500
303249	FR	MCQUELVIN	EDDIE J	5705 MIDDLETON LANE	TEMPLE HILLS	MD	20748	Prince Georges	75,000.00	74,972.31	705.19	10.840	360	0.5208
303250	FR	LEWSON	BILLY	2905 KEENAN ROAD	COLLEGE PARK	GA	30349	FULTON	72,000.00	71,959.43	571.57	8.850	360	0.9000
303252	FR	J HILL	RICHARD	8321 12TH AVENUE	SILVER SPRING	MD	20903	PRINCE GEORGES	88,000.00	87,967.68	828.09	10.860	360	0.7857
303253	BLN	BECHER	NANCY L.	160 CLAREMONT AVENU	CANTON	OH	44708	STARK	62,400.00	62,373.83	559.17	10.250	180	0.8000
303254	FR	GREGORY	LARRY	5518 DUXBURY AVENUE	LORAIN	OH	44052	LORAIN	84,000.00	83,878.17	768.33	9.250	240	0.7962

Loan No.	Am Term	Sales Amt	Assg Yr/Id	Q Date	First Pmt	Matur Date	Int Pmt 31	Prop Type	Units	Occup	Leas	Leas Bal	Purp	Grade
303182	360	0.00	132000.00	12/04/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	C
303185	180	0.00	57000.00	11/22/95	01/01/96	12/01/10	02/01/96	6	1	1	18	0.00	3	B
303186	180	0.00	88500.00	12/02/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	A
303187	180	0.00	47000.00	12/02/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	A
303188	180	0.00	84000.00	11/27/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	C
303189	360	0.00	90000.00	11/22/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	B
303190	240	0.00	160000.00	11/24/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	4	A
303191	360	87500.00	88000.00	11/28/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	1	A
303192	60	0.00	69000.00	11/28/95	01/01/96	12/01/00	02/01/96	1	1	1	18	0.00	3	A
303193	180	0.00	47000.00	11/24/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	C
303194	360	0.00	61000.00	11/28/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	3	C
303195	360	0.00	73000.00	11/24/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	A
303196	180	0.00	63000.00	11/27/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	B
303197	180	0.00	65000.00	11/24/95	01/01/96	12/01/10	02/01/96	8	1	1	18	0.00	3	C
303198	180	0.00	40000.00	11/29/95	01/01/96	12/01/05	02/01/96	1	1	1	18	0.00	3	A
303199	120	0.00	68000.00	11/24/95	01/01/96	12/01/05	02/01/96	1	1	1	38	36000.00	3	B
303200	360	0.00	127000.00	11/24/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	3	B
303202	360	0.00	126500.00	11/24/95	01/01/96	12/01/10	01/01/96	1	1	1	18	0.00	3	C
303203	180	0.00	85000.00	11/24/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	C
303204	360	63000.00	63000.00	12/20/95	02/01/96	01/01/26	02/01/96	2	1	1	18	0.00	3	B
303205	360	0.00	68000.00	11/24/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	B
303206	180	0.00	35000.00	11/27/95	01/01/96	12/01/15	03/01/96	8	1	1	18	0.00	3	B
303207	240	0.00	30000.00	11/27/95	01/01/96	12/01/05	02/01/96	1	1	1	18	0.00	3	C
303208	120	0.00	47000.00	11/28/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	B
303209	360	0.00	191000.00	11/27/95	01/01/96	12/01/10	03/01/96	1	1	1	18	0.00	3	C
303210	360	76000.00	75000.00	11/27/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	C
303214	180	0.00	42500.00	11/27/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	A
303215	180	0.00	100000.00	11/27/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	4	B
303216	240	0.00	147000.00	11/27/95	01/01/96	12/01/15	02/01/96	1	1	1	38	70236.00	3	B
303217	180	0.00	60000.00	11/27/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	A
303218	360	0.00	63000.00	11/27/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	C
303219	180	0.00	108000.00	11/27/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	A
303220	360	0.00	63000.00	12/05/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	C
303222	360	0.00	72000.00	11/28/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	C
303223	180	0.00	38000.00	11/28/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	C
303224	360	0.00	100000.00	11/28/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	3	A
303225	360	0.00	79000.00	11/28/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	3	A
303226	360	0.00	59000.00	11/28/95	01/01/96	12/01/10	01/01/96	1	1	1	18	0.00	4	B
303227	180	0.00	44000.00	11/29/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	C
303229	360	0.00	44000.00	11/28/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	B
303230	240	0.00	88000.00	11/28/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	4	B
303232	360	0.00	60000.00	11/29/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	3	C
303234	180	0.00	52000.00	11/28/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	A
303235	360	0.00	404000.00	11/28/95	01/01/96	12/01/10	01/01/96	1	1	1	18	0.00	3	B
303236	360	0.00	108000.00	11/28/95	01/01/96	12/01/25	03/01/96	1	1	1	18	0.00	4	A
303237	180	0.00	23000.00	11/30/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	B
303238	360	117600.00	118000.00	12/01/95	01/01/96	12/01/15	03/01/96	1	1	1	18	0.00	1	B
303239	240	0.00	65000.00	12/01/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	3	B
303240	360	0.00	62500.00	11/28/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	3	A
303242	360	0.00	28000.00	11/28/95	01/01/96	12/01/25	02/01/96	1	1	3	18	0.00	3	A
303243	360	0.00	120000.00	11/29/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	B
303244	360	0.00	120000.00	11/29/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	C
303245	360	80000.00	80000.00	12/01/95	01/01/96	12/01/10	02/01/96	1	1	3	18	0.00	1	B
303246	360	0.00	11000.00	12/01/95	01/01/96	12/01/10	03/01/96	1	1	1	18	0.00	3	B
303247	360	0.00	36000.00	11/28/95	01/01/96	12/01/10	03/01/96	1	1	1	18	0.00	3	C
303248	360	0.00	54000.00	11/30/95	01/01/96	12/01/10	03/01/96	1	1	1	18	0.00	3	B
303249	360	0.00	144000.00	11/29/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	3	B
303250	360	0.00	80000.00	11/29/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	4	A
303252	360	0.00	112000.00	11/29/95	01/01/96	12/01/25	02/01/96	6	1	1	18	0.00	3	B
303253	360	0.00	78000.00	11/29/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	A
303254	240	0.00	105500.00	11/29/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	3	A

Loan No.	Term	Lastname	Firstname	Address	City	SI	Zip	County	Orig Bal	UPB.31	Pd	Rate	Term	CLTV
303255	FR	HARPER	SARAH E.	1021 COLLEGE AVENUE	NASHVILLE	TN	37209	DAVIDSON	43,200.00	43,184.90	414.34	11.090	360	0.8000
303256	FR	HENKE	DENNIS G.	775 LEXINGTON PARK	FLORISSANT	MO	63031	Saint Louis	35,000.00	34,929.94	420.06	12.000	180	0.5385
303257	FR	HARVEY	SHARON R	15 THIRD AVE.	CONESTEE	SC	29636	Greenville	15,000.00	31,925.58	351.75	10.400	180	0.6000
303258	FR	PERKINS	DIETRECH	1204 OLEANDER AVENUE	SANFORD	FL	32771	SEMINOLE	32,000.00	14,973.24	191.78	13.200	180	0.8000
303259	BLN	STRAIN	ORA LEE	3821 30TH ST. N.E.	CANTON	OH	44705	STARK	59,200.00	59,175.18	530.49	10.250	180	0.8000
303260	FR	GARDNER	CHARLEY C	2004 EVERGREEN DRIVE	ALBANY	GA	31707	DOUGHERTY	36,000.00	35,919.33	404.87	10.800	180	0.7759
303261	FR	CATO	BOBBY L	12814 MARCIA PLACE	CLINTON	MD	20735	PRINCE GEORGE'S	50,000.00	49,942.17	515.75	10.990	240	0.5752
303262	BLN	BOWIE	ROBERT L	20831 ZION ROAD	GAITHERSBURG	MD	20882	Princ George's	162,350.00	162,312.88	1,795.91	10.000	180	0.8500
303263	FR	AINSWORTH	DOLPHAL L	2410 STANTON STREET	LAKE CHARLES	LA	70601	CALCASIEU	25,000.00	24,943.98	281.02	10.800	180	0.7813
303264	FR	COSTI	TYREE J.	415 EAST 43RD ST.	TACOMA	WA	98404	PIERCE	40,500.00	40,480.50	343.50	8.600	360	0.5786
303265	FR	CASON	BETTY J	544 PHIPPS DRIVE	NASHVILLE	TN	37218	DAVIDSON	56,150.00	56,124.61	603.18	10.250	180	0.8021
303266	BLN	JOHNSTON	JIMMY A.	7173 A MOAK ROAD	SUMMIT	MS	39666	Pike	30,800.00	30,740.08	375.62	12.300	180	0.7000
303267	FR	STECK	CHARLES M	349 FLAT SHOALS RD.	CONCORD	GA	30206	PIKE	24,375.00	24,279.23	278.35	11.160	180	0.7500
303268	FR	STROTHER	LARRY	13821 GLENSIDE AVENUE	CLEVELAND	OH	44110	CUYAHOGA	31,000.00	30,928.58	342.67	10.500	180	0.6200
303271	FR	COLLINS	THOMAS E	9821 LAKESIDE ROAD S	TACOMA	WA	98498	PIERCE	28,000.00	27,963.12	270.21	10.000	240	0.3337
303272	BLN	THOMAS, JR.	BOOKER T	1447 LAKEVIEW ROAD	CLEVELAND	OH	44112	CUYAHOGA	39,000.00	38,988.21	393.67	11.750	180	0.6500
303273	BLN	NICKEL, II	ROBERT	721 ALISA COVE	LA VERGNE	TN	37086	RUTHERFORD	98,300.00	98,256.52	862.85	10.000	180	0.6759
303274	FR	RIGDEN	WILLIAM W	57 EAST WALNUT STR	PAINESVILLE	OH	44077	LAKE	55,200.00	55,000.00	621.52	10.900	360	0.8000
303275	FR	HALL	LARRY	7805 BANCROFT AVE	CLEVELAND	OH	44105	Cuyahoga	59,500.00	59,479.46	673.39	11.150	360	0.8500
303276	FR	ROBERTS	ROBERT J	5224 EBERLY DRIVE	ATWATER	OH	44201	PORTAGE	64,000.00	63,843.49	682.51	11.500	240	0.8000
303277	FR	THREAT	CYNTHIA	3018 GREAT OAK DRIVE	SUITLAND	MD	20747	PRINCE GEORGE'S	107,166.73	107,166.73	949.13	10.100	360	0.7500
303279	FR	BELL	ALPHONSO	6803 FURMAN COURT	RIVERDALE	MD	20737	PRINCE GEORGE'S	104,000.00	103,765.66	1,165.14	10.740	180	0.8000
303280	FR	L WHITTLE	STEPHEN	120 SUTTON WAY	IRMO	SC	29063	RICHLAND	54,400.00	54,337.07	581.14	10.990	240	0.8000
303282	BLN	WILLIAMS	KATHY	2416 BRASHER STREET	NASHVILLE	TN	37206	DAVIDSON	38,500.00	38,485.48	359.10	10.740	180	0.7000
303284	FR	MINCHEW	JAMES E	1102 W. ASHLEY AVE.	FOLLY BEACH	SC	29439	CHARLESTON	210,000.00	209,749.27	2,131.98	10.760	240	0.5615
303285	FR	MINCHEW	JAMES E	407 E ARTIC AVENUE	FOLLY BEACH	SC	29439	CHARLESTON	210,000.00	209,749.27	2,131.98	10.760	240	0.5432
303286	FR	SMITH	PATRICIA	8 ARLINGTON DRIVE	BATTLE CREEK	MI	48017	CALHOUN	46,000.00	45,985.62	459.05	11.600	360	0.8000
303287	FR	COLLINS	GLORIA A	1885 HUNTER RIDGE DR	BLOOMFIELD HILLS	MI	48304	OAKLAND	150,000.00	150,000.00	1,383.34	10.600	360	0.7674
303289	FR	BROWN	HARRY E	2636 BUCK MOUNTAIN R	WEST JEFFERSON	NC	28694	ASHIE	116,732.83	116,732.83	1,201.42	12.000	360	0.8000
303290	FR	STANLEY	KAREN W	17325 CHISWELL ROAD	POOLESVILLE	MI	48089	MONTGOMERY	141,400.00	141,328.22	1,173.52	8.350	360	0.7856
303293	FR	REED	JOSEPH H	8480 LOZIER	WARREN	MI	48037	MACOMB	47,410.00	47,210.06	553.84	11.500	180	0.7647
303294	FR	COLE	SCENIC MOUNTAIN	4530 SCENIC MOUNTAIN	ACWORTH	GA	30102	COBB	34,150.00	34,009.99	405.47	11.800	180	0.6443
303295	FR	STANSBURY	GEORGE H	4748 BRIARWOOD CIRCL	CHATTANOOGA	TN	37416	Hamilton	48,000.00	47,884.08	515.52	9.990	180	0.8000
303296	FR	KURBATOFF	DIANE G.	323 HURON HILLS DRI	EAST TAWAS	MI	48730	IOSCO	37,700.00	37,682.16	461.66	14.500	180	0.6500
303297	FR	CROMWELL	DONALD M	1636 OAKBROOK DRIVE	JACKSON	MS	39213	HINDS	51,000.00	50,884.12	568.51	10.650	180	0.8500
303300	BLN	MOORE	FRANKLIN	500 LEA DRIVE	HAMPSTEAD	NC	28443	PENDER	48,750.00	48,750.00	455.07	10.750	180	0.8125
303301	FR	LANG	JOHN F.	1238 PHILONATH ROAD	RAYLE	GA	30660	WILKES	19,750.00	19,668.64	733.87	11.750	180	0.5064
303302	FR	BETHUNE	GLORIA M	3850 SOUTH BRILL ROA	INDIANAPOLIS	IN	46227	MARION	72,000.00	72,000.00	730.96	10.760	240	0.8471
303303	FR	OATES	WILLIE B	1632 DELIA AVENUE	AKRON	OH	44320	SUMMIT	54,400.00	54,375.16	471.38	9.850	360	0.8000
303304	FR	CORLEY	GLEN F.	6714 DORSEY DRIVE	COLUMBUS	GA	31907	MUSCOGEE	52,500.00	52,403.68	660.80	12.900	180	0.7500
303305	FR	SMITH	CYNTHIA R	6722 HIGHWAY 5	GLOSTER	LA	71104	DESOTO	27,000.00	26,972.90	298.23	12.050	240	0.3857
303306	FR	MODERT	BURTON N	2047 FOREST HILLS DR	ATLANTA	GA	30314	FULTON	34,800.00	34,800.00	327.47	10.850	360	0.7030
303307	FR	ANDERSON	HARVEY	2973 HAMPSHIRE ROAD	WINNSBORO	SC	29180	FAIRFIELD	41,250.00	41,158.43	486.26	10.900	180	0.7500
303310	FR	NEFF	DEBRA SUE	1509 N CHANNEL DRIVE	CLEVELAND HEIGHTS	OH	44118	CUYAHOGA	45,000.00	45,000.00	486.58	10.350	360	0.4455
303311	FR	FRAZIER	RACHEL	2073 FLAT SHOALS ROA	ROUND LAKE BEACH	IL	60073	LAKE	84,000.00	83,977.52	883.48	12.300	360	0.8000
303312	FR	PASCHAL	MELVIN E	424 TAMPA DR.	DECATUR	GA	30032	DEKALB	46,875.00	46,875.00	449.95	11.100	360	0.7500
303313	FR	GARRETT	NATHANIE	2010 W SARATOGA ST.	NASHVILLE	TN	37211	Davidson	30,000.00	29,927.82	322.38	10.000	180	0.3571
303314	FR	SMITH	RACHEL	420 LEARY CT. & 313	COLUMBUS	GA	31907	Muscopee	107,625.00	107,625.00	1,129.28	11.250	240	0.7500
303317	FR	FRAZIER	DOROTHY	3015 BATTLE FORREST	BALTIMORE	MD	21223	BALTIMORE CITY	22,000.00	21,949.31	243.19	10.500	180	0.8575
303318	FR	BOSHES	JENNIE E	7855 MOUNT JOY ROAD	DECATUR	GA	30034	DEKALB	22,000.00	22,000.00	242.24	12.000	240	0.5771
303319	FR	MODIC	GERTRUDE	8016 NINEVAH ROAD	DECATUR	GA	30034	MAURY	35,900.00	35,798.53	348.28	8.250	180	0.7978
303322	FR	GOODWIN	LEROY	3629 FUQUA RD	GENEVA	OH	44041	ASHTABULA	63,750.00	63,750.00	552.40	9.850	360	0.8444
303323	FR	MACK	WILMA C.	3496 BURNS	ROCKFIELD	MI	48214	Warren	23,692.00	23,577.99	316.38	10.250	120	0.8052
303324	BLN	BYRANT	JERRY W.	727 OZZIE ROAD	DETROIT	KY	42274	Wayne	35,000.00	35,000.00	410.55	10.500	360	0.4687
303325	FR	BOYD	ELAINE	316 ARNETT STREET	CLINTON	NC	28728	SAMPSON	72,090.00	72,059.77	646.00	10.250	180	0.8100
303326	FR	ROSSI SR.	ROBERT R	7429 PARISH AVENUE	SYLVANIA	GA	30467	SCREVEN	52,650.00	52,634.94	541.56	12.000	360	0.6500
303327	BLN	SAMPLES	DAVID C	27578 VAN BORN	HAMMOND	IN	46323	LAKE	80,000.00	79,623.96	1,090.71	10.750	120	0.8000
303329	BLN	CAMP	RICHARD S	21701 BALL AVENUE	WESTLAND	MI	48186	WAYNE	48,000.00	47,200.00	602.99	12.250	180	0.8000
303330	FR	SCOTT	RONALD L	3352 EUCLID HEIGHTS	EUCLID	OH	44123	CUYAHOGA	67,200.00	67,200.00	836.29	14.750	180	0.8000
303333	FR	SCHROEDER	WILLIAM D	1647 18TH STREET	CLEVELAND	OH	44118	Cuyahoga	69,000.00	69,000.00	762.73	10.500	180	0.7841
					TELL CITY	IN	47596	PERRY	68,250.00	68,250.00	662.89	11.250	360	0.7500

Loan No.	Am. Term	Sales Amt	Acct Val	Q Date	First Pmt	Matur Date	Nxt Pmt. 31	Prnt Type	Units	Occas	Len	Len Bal	Prnt	Grade
303255	360		54000.00	11/29/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	3	B
303256	180	0.00	65000.00	11/29/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	C
303257	180	0.00	40000.00	11/29/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	A
303258	180	0.00	25000.00	11/29/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	C
303259	360	0.00	74000.00	11/29/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	A
303260	180	0.00	46400.00	11/29/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	A
303261	240	0.00	153000.00	11/30/95	01/01/96	12/01/15	02/01/96	1	1	1	38	38000.00	3	B
303262	360	0.00	191000.00	11/29/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	C
303263	180	0.00	37000.00	11/29/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	A
303264	180	0.00	70000.00	11/30/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	4	A
303265	360	0.00	70000.00	11/30/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	B
303266	360	0.00	44000.00	11/30/95	01/01/96	12/01/10	02/01/96	1	1	3	18	0.00	4	A
303267	180	0.00	37500.00	11/30/95	01/01/96	12/01/10	02/01/96	8	1	1	18	0.00	4	A
303268	180	0.00	50000.00	11/30/95	01/01/96	12/01/10	02/01/96	2	2	1	18	0.00	3	B
303270	180	0.00	130000.00	11/30/95	01/01/96	12/01/15	02/01/96	1	1	1	38	15380.00	3	A
303271	240	0.00	60000.00	11/30/95	01/01/96	12/01/10	02/01/96	5	4	1	18	0.00	3	B
303272	360	147434.10	148440.00	12/01/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	1	B
303273	360	0.00	69000.00	11/30/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	3	A
303274	360	0.00	70000.00	11/30/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	3	A
303275	360	0.00	80000.00	11/30/95	01/01/96	12/01/15	03/01/96	1	1	1	18	0.00	3	B
303276	240	0.00	143000.00	11/30/95	01/01/96	12/01/25	03/01/96	1	1	1	18	0.00	3	A
303279	180	0.00	130000.00	11/30/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	B
303280	240	0.00	68000.00	11/30/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	3	B
303282	360	0.00	55000.00	11/30/95	01/01/96	12/01/10	02/01/96	1	1	3	18	0.00	3	B
303284	240	0.00	374000.00	11/30/95	01/01/96	12/01/15	02/01/96	1	1	3	18	0.00	3	B
303285	240	0.00	388600.00	11/30/95	01/01/96	12/01/15	02/01/96	1	1	3	18	0.00	3	B
303286	360	0.00	67500.00	12/04/95	02/01/96	01/01/26	03/01/96	1	1	1	18	0.00	3	B
303287	360	0.00	190600.00	12/06/95	02/01/96	01/01/26	03/01/96	1	1	1	18	0.00	3	A
303289	360	146000.00	146000.00	12/06/95	01/01/96	12/01/25	03/01/96	1	1	1	18	0.00	3	A
303290	360	0.00	180000.00	11/30/95	01/01/96	12/01/25	03/01/96	1	1	1	18	0.00	4	B
303292	180	0.00	82000.00	11/30/95	01/01/96	12/01/10	03/01/96	1	1	1	18	0.00	4	B
303294	180	0.00	53000.00	12/01/95	01/01/96	12/01/10	03/01/96	8	1	3	18	0.00	3	B
303295	180	0.00	69000.00	11/30/95	01/01/96	12/01/10	03/01/96	1	1	1	18	0.00	3	A
303296	360	58000.00	58500.00	12/01/95	01/01/96	12/01/10	07/01/96	1	1	1	18	0.00	1	B
303297	180	0.00	60000.00	12/01/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	A
303300	360	0.00	60000.00	12/01/95	01/01/96	12/01/10	01/01/96	8	1	1	18	0.00	3	B
303301	180	0.00	39000.00	12/04/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	C
303302	240	0.00	85000.00	12/01/95	02/01/96	12/01/16	03/01/96	1	1	1	18	0.00	4	A
303303	360	0.00	69000.00	12/01/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	3	A
303304	180	0.00	70000.00	12/01/95	01/01/96	12/01/10	02/01/96	8	1	1	18	0.00	4	C
303305	240	0.00	70000.00	12/01/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	3	B
303306	360	0.00	49500.00	12/01/95	02/01/96	01/01/26	02/01/96	1	1	3	18	0.00	3	B
303307	180	0.00	55000.00	12/01/95	01/01/96	12/01/10	02/01/96	8	1	1	18	0.00	3	A
303308	360	0.00	101000.00	12/13/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	B
303310	360	0.00	63000.00	12/01/95	02/01/96	12/01/25	02/01/96	1	1	1	18	0.00	3	B
303313	360	62500.00	63000.00	12/15/95	02/01/96	01/01/26	02/01/96	1	1	3	18	0.00	1	B
303314	180	0.00	84000.00	12/01/95	01/01/96	12/01/15	02/01/96	1	1	1	18	0.00	3	A
303315	240	0.00	143500.00	12/01/95	01/01/96	12/01/15	01/01/96	9	2	3	18	0.00	3	B
303317	180	0.00	37000.00	12/05/95	01/01/96	12/01/10	02/01/96	6	1	1	18	0.00	3	B
303318	240	0.00	70000.00	12/07/95	02/01/96	01/01/16	02/01/96	1	1	1	38	18395.36	3	B
303319	180	0.00	45000.00	12/04/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	A
303320	360	0.00	75500.00	12/07/95	02/01/96	12/01/26	02/01/96	1	1	1	18	0.00	3	A
303322	120	0.00	133000.00	12/01/95	01/01/96	12/01/05	02/01/96	1	1	1	38	83398.00	4	A
303323	360	0.00	78000.00	12/22/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	4	B
303324	360	0.00	89000.00	12/01/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	A
303325	360	0.00	81000.00	12/04/95	02/01/96	01/01/26	03/01/96	1	1	3	18	0.00	3	C
303326	120	0.00	100000.00	12/01/95	01/01/96	12/01/05	02/01/96	1	1	1	18	0.00	3	B
303327	360	0.00	60000.00	12/22/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303329	360	0.00	84000.00	12/05/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	C
303330	180	0.00	88000.00	12/05/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303333	360	0.00	91000.00	12/04/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	4	B

Loan No.	Loan	Lastname	Firstname	Address	City	SI	Zip	County	Orig Bal	UPB 31	PRI	Rate	Term	CLTV
303334	BLN	HUGHES	KELVIN M	402 STANSFER AVE.	CLARKSVILLE	IN	47129	CLARK	52,700.00	52,675.42	452.77	9.750	180	0.8500
303335	FR	HARVEY	GERALD L	11875 COOL SPRINGS RD	CLEVELAND	NC	27013	ROWAN	43,000.00	42,812.64	492.79	11.160	180	0.7679
303336	FR	LANASSA	SANDRA A	169 HELEN DRIVE	AVONDALE	LA	70094	Jefferson	32,277.00	32,200.90	351.80	10.250	180	0.8000
303337	BLN	KEENE	EDWARD A	126 JEWELL STREET	LEXINGTON	SC	29073	LEXINGTON	32,400.00	32,287.63	300.02	10.650	180	0.8000
303338	FR	BOOTH	RAYMOND C	5810 BOSFORD ST. SW	NAVARRA	OH	44662	STARK	72,000.00	72,000.00	650.55	10.360	360	0.7500
303339	FR	COONEY	PATRICK N	12728 214TH AVENUE E.	SUMNER	WA	98390	PIERCE	78,400.00	78,053.24	890.60	10.990	180	0.8000
303340	FR	SWEAT	RICHARD E	101 FOREST CIRCLE	SUMMERSVILLE	SC	29483	DORCHESTER	51,000.00	50,774.44	578.34	10.990	180	0.7569
303341	FR	STOOTS	JOSIE O.	3053 MT. TERRACE ST.	MEMPHIS	TN	38127	Shelby	25,000.00	24,884.82	277.13	10.550	180	0.5000
303342	FR	HJORT	ARTHUR L	4500 MOONEY LANE	GRANT	FL	32949	Brevard	66,600.00	66,566.20	652.73	9.350	360	0.9000
303343	FR	SLFKO	SCOTT A.	2 WINDSOR MEWS	RITTMAN	OH	44270	WAYNE	63,900.00	63,742.26	562.93	9.750	180	0.8520
303344	FR	BROWN	GARY E	25 PHILLIPS DRIVE	FORT OGLETHORPE	GA	30742	CATOOSA	73,800.00	73,758.42	585.86	8.850	360	0.8662
303345	FR	KISER, JR.	WILLIAM C	1199 SUBURBAN AVE. N	CONCORD	NC	28025	CABARRUS	103,700.00	103,618.96	956.35	10.600	360	0.8500
303346	FR	ROGERS	ANN	1043 DRACKET STREET	HAMMOND	IN	46320	LAKE	18,800.00	18,800.00	156.31	9.500	180	0.8322
303347	FR	W RAINY	WILHEM	4041 DOSTER STREET	ATLANTA	GA	30331	EULTON	65,200.00	65,179.84	653.14	11.650	360	0.8000
303348	FR	TUCKER	MONTY	305 N CHURCH STREE	MIDDLETOWN	OH	45044	BUTLER	38,055.70	38,055.70	404.68	9.750	180	0.6659
303349	FR	STEELMAN, SR	KENNETH C	305 N CHURCH STREE	BROOKLYN	IN	46111	MORGAN	50,800.00	50,800.00	593.44	11.500	180	0.8000
303350	FR	LACY	GARY D.	1114 36TH AVE	GULFPORT	MS	39501	Harrison	26,250.00	26,204.07	339.06	13.400	180	0.7499
303351	FR	MATTINGLY	PHILLIP M	800 CHESTNUT COURT	BRENTWOOD	TN	37027	WILLIAMSON	183,280.00	183,214.51	1,744.03	10.990	180	0.8854
303352	FR	ROBNETT	KAY T.	1509 GOLF STREET	NASHVILLE	TN	37216	DAVIDSON	56,400.00	56,379.85	536.68	10.990	180	0.8000
303353	FR	BLANET, JR	SAMUEL	1430 CESSFORD STREET	LAKE CHARLES	LA	70601	CALCASIEU	32,000.00	32,000.00	374.84	11.550	180	0.8000
303354	FR	FORNES	CINDY M.	2238 & 2238-A COPELA	VALDOSTA	GA	31601	LOWNEDES	63,500.00	63,475.88	667.87	12.300	360	0.6828
303355	FR	MORGAN	CHESTER	120 WILL SCARLETT D	BRANDON	MS	39042	RANKIN	21,000.00	20,913.95	313.55	13.000	120	0.7000
303356	FR	REFUE	RAYMOND R	2323 DEVON COURT	LOVES PARK	IL	61111	WINNEBAGO	63,500.00	63,500.00	589.02	10.250	180	0.7056
303357	FR	SCOTT	CATHERINE	3415 W SPRUCE ST.	RAVENNA	OH	44266	Portage	51,500.00	51,500.00	474.95	10.600	360	0.7357
303358	FR	TILLET	FAYE H.	1105 HARBOUR SOUTH	HILTON HEAD ISLAND	SC	29928	BEAUFORT	185,000.00	185,000.00	1,803.86	11.300	180	0.7400
303359	FR	JENNINGS	DELPHINA	3922 ALLISON STREET	N. BRENTWOOD	MD	20722	PRINCE GEORGE'S	60,400.00	59,976.67	553.33	10.600	360	0.6000
303360	FR	KILE	LAMAR	2350 DAWNVILLE BEAVE	DALTON	GA	30721	WHITFIELD	68,400.00	68,400.00	734.61	8.990	180	0.7700
303361	FR	PAGE	CYNTHIA	910 CHITTOCK	JACKSON	OH	49203	JACKSON	22,500.00	22,500.00	255.63	12.500	240	0.6429
303362	FR	ABBOUD	JOYCE	20730 BOWLING GREEN R	MAPLE HEIGHTS	MI	48137	CUYAHOGA	56,907.00	56,907.00	498.98	9.990	180	0.9000
303363	FR	DAVENPORT	SANDRA H	PO BOX 1385 ROBERSON	CLARKESVILLE	GA	30523	HABERSHAM	33,750.00	33,750.00	383.60	11.000	180	0.7500
303364	FR	WILLIAMS	DOROTHY A	8020 SW 56TH AVENUE	GAINESVILLE	FL	32608	ALACHUA	54,550.00	54,550.00	482.88	10.350	360	0.8022
303365	FR	WILLIS	EDWIN M.	10405 ELK AVE	CLEVELAND	OH	44108	Cuyahoga	33,000.00	33,000.00	318.01	11.150	180	0.8000
303366	FR	PURVIS, SR	WADE C	629 HUNTINGTON PARK	NASHVILLE	TN	37211	DAVIDSON	99,000.00	99,000.00	1,079.05	10.250	180	0.8500
303367	FR	LEDFORD	MITCHELL	1111 PURVIS ROAD	JONESVILLE	LA	71343	CATAHOULA	52,275.00	52,275.00	569.77	10.250	180	0.7615
303368	FR	BANKS	GWYNDOLY	1327 FOUR WOOD DR.	FAYETTEVILLE	NC	28305	Cumberland	28,800.00	28,800.00	332.79	11.300	180	0.8010
303369	FR	WILSON	RICKY D	9374 STATE ROUTE 274	NASHVILLE	TN	37207	DAVIDSON	64,000.00	64,000.00	795.07	12.650	180	0.8000
303370	FR	NALJAR	NINA M.	9208 LERWICK DRIVE	WEST UNION	OH	45693	ADAMS	55,675.00	55,534.39	581.37	9.500	180	0.8500
303371	FR	INGS	FREDERICK	4385 EDGEWATER DRIVE	DUBLIN	OH	43017	DELAWARE	300,000.00	300,000.00	3,039.73	11.800	360	0.6818
303372	FR	LOMAX	JOSEPH M	305 EAST BROADWAY	VERMILION	OH	44089	LORAIN	87,550.00	87,550.00	726.61	9.350	360	0.8500
303373	FR	SMITH	JAMES L	949 EAST PARK AVE.	GIRARD	OH	44420	TRUMBULL	83,980.00	83,980.00	721.52	9.750	360	0.8840
303374	FR	GURIEL	GERALD R	13812 TRENTON	TENINO	WA	98589	Thurston	57,800.00	57,800.00	638.67	11.600	360	0.7950
303375	FR	BRADLEY	WILLARD H	5590 LAKEVIEW	SOUTHGATE	MI	48213	Wayne	56,000.00	56,000.00	458.85	8.850	360	0.7707
303376	FR	DUFRENE	BARBARA A	3619 EAST LOUISIANA	KENNER	LA	70065	JEFFERSON	30,000.00	30,000.00	606.37	12.700	360	0.8000
303377	FR	DILLMAN	LUTHER J	397 SOUTH DIAMOND	MANSFIELD	OH	44902	RICHLAND	26,850.00	26,850.00	327.18	12.000	180	0.7500
303378	FR	HANEY	JOHN R	17 BRYANT STREET	GREENVILLE	SC	29611	GREENVILLE	40,000.00	40,000.00	278.29	9.500	180	0.4369
303379	FR	WHITE	DOROTHY N	RT 1 BOX 2251	BAINBRIDGE	GA	31717	DECATUR	26,000.00	26,000.00	318.77	12.400	180	0.7222
303380	FR	MILLER	JAMES P.	11835 5 MILE ROAD	MORLEY	MI	49336	MECOSTA	9,200.00	9,200.00	121.58	10.000	120	0.2140
303381	FR	CHILES	WILLIE	7071 LOWER RICHLAND	HOPKINS	MI	49361	Richland	40,000.00	40,000.00	430.01	12.600	360	0.8000
303382	FR	GRAVER	JOHN E	805 WEST HIGH AVE.	NEW PHILADELPHIA	SC	29061	TUSCARAWAS	61,500.00	61,362.20	691.30	9.250	180	0.6889
303383	FR	PERDUE	LAURENCE	215 KEMPTON AVENUE	CLEVELAND	OH	44108	CUYAHOGA	39,000.00	39,000.00	407.25	9.500	180	0.7500
303384	FR	P CAMPBELL	VERNEL	825 HERITAGE DRIVE	TULLAHOMA	OH	43108	COFFEE	95,120.00	95,077.92	834.75	10.000	180	0.8000
303385	FR	BYRD	WILLIAM R	511 WALLOR ST.	OPELOUSAS	TN	37388	COFFEE	15,000.00	15,000.00	182.44	12.250	180	0.6000
303386	FR	BRUCE	WILLIAM F	511 HARGROVE ROAD	OAKDALE	LA	70570	Saint Landry	18,200.00	18,200.00	212.61	11.500	180	0.6500
303387	FR	SAMPSON	HAROLD B	4809 HICKORY HILLS C	NASHVILLE	TN	37209	DAVIDSON	46,700.00	46,700.00	510.54	9.750	168	0.8339
303388	FR	BUTLER	LOYD L.	581 HICKORY HILLS C	STONE MOUNTAIN	GA	30083	De Kalb	95,200.00	95,200.00	860.17	10.350	360	0.8000
303389	FR	ANDERSON	SCOTT M.	7002 JOHNNYCAKE RD.	BALTIMORE	MD	21244	BALTIMORE	95,200.00	95,200.00	860.17	10.350	360	0.8000
303390	FR	TAYLOR	CHRISTOP	16224 STATE ROUTE 62	DAMASCUS	OH	44619	MAHoning	49,250.00	49,250.00	580.24	13.400	180	0.6567
303391	FR	CIONE	KENNETH L	3239 CHERRY HILL ROA	LORIS	SC	29569	HORRY	44,625.00	44,625.00	497.60	12.200	240	0.7500
303392	FR			1039 OVERBROOK AVE.	MAINEVILLE	OH	45039	WARREN	125,100.00	125,100.00	1,084.00	9.850	360	0.8510

Loan No.	Am.Term	Sales Amt	Assoc Val	Q Date	First Pmt	Matur Date	Nat Pmt.31	Prco Type	Units	Occup	Len	Loan Bal	Pump	Grade
303334	360	0.00	62000.00	12/04/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	3	A
303335	180	0.00	56000.00	12/04/95	01/01/96	12/01/10	03/01/96	8	1	1	18	0.00	2	A
303336	180	0.00	47000.00	12/04/95	01/01/96	12/01/10	02/01/96	1	1	1	38	5323.00	4	A
303337	360	0.00	40500.00	12/05/95	01/01/96	12/01/10	02/01/96	8	1	1	18	0.00	3	A
303338	360	0.00	96000.00	12/05/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	4	B
303339	360	0.00	96000.00	12/05/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	4	B
303341	180	0.00	89000.00	12/04/95	01/01/96	12/01/10	03/01/96	1	1	1	18	0.00	3	B
303344	180	0.00	64000.00	12/04/95	01/01/96	12/01/10	03/01/96	1	1	1	18	0.00	3	B
303346	180	0.00	50000.00	12/05/95	01/01/96	12/01/10	03/01/96	1	1	1	18	0.00	4	A
303348	360	74000.00	74000.00	12/06/95	01/01/96	12/01/25	02/01/96	1	1	1	18	0.00	1	A
303352	180	0.00	75000.00	12/06/95	01/01/96	01/01/11	03/01/96	1	1	1	18	0.00	4	A
303353	360	0.00	85000.00	12/06/95	02/01/96	01/01/26	03/01/96	1	1	1	18	0.00	4	A
303354	180	0.00	127000.00	12/06/95	01/01/96	12/01/25	03/01/96	1	1	1	18	0.00	4	A
303356	360	0.00	36000.00	12/06/95	02/01/96	01/01/11	03/01/96	1	1	1	18	0.00	3	A
303359	180	0.00	81500.00	12/06/95	02/01/96	01/01/26	03/01/96	1	1	1	18	0.00	3	B
303360	180	0.00	87500.00	12/06/95	02/01/96	01/01/11	03/01/96	1	1	3	18	0.00	2	A
303362	180	0.00	63500.00	12/05/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303363	180	0.00	44000.00	12/05/95	01/01/96	12/01/10	02/01/96	1	1	1	38	6746.00	3	C
303364	360	0.00	207000.00	12/05/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	B
303365	180	0.00	70500.00	12/05/95	01/01/96	12/01/10	02/01/96	1	1	1	18	0.00	4	B
303366	360	0.00	40000.00	12/06/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303367	120	0.00	93000.00	12/06/95	02/01/96	01/01/26	03/01/96	9	2	3	18	0.00	3	B
303369	360	0.00	30000.00	12/06/95	02/01/96	01/01/06	03/01/96	1	1	1	18	0.00	3	C
303370	360	0.00	90000.00	12/08/95	01/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	A
303373	360	0.00	70000.00	12/07/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	B
303374	360	0.00	250000.00	12/06/95	01/01/96	01/01/11	03/01/96	3	1	1	18	0.00	4	A
303375	180	0.00	100000.00	12/06/95	02/01/96	01/01/26	03/01/96	1	1	1	18	0.00	3	B
303376	240	0.00	95000.00	12/06/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303377	360	63230.00	35000.00	12/06/95	02/01/96	01/01/16	02/01/96	1	1	1	18	0.00	3	C
303378	180	0.00	63230.00	12/06/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303380	360	0.00	45000.00	12/06/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303382	360	0.00	89000.00	12/08/95	02/01/96	01/01/26	02/01/96	8	1	1	18	0.00	3	A
303384	180	0.00	58000.00	12/08/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303386	180	0.00	130000.00	12/08/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303387	180	0.00	81500.00	12/07/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	A
303388	180	0.00	181000.00	12/07/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303389	360	0.00	80000.00	12/11/95	02/01/96	01/01/11	03/01/96	1	1	1	18	0.00	4	C
303390	360	0.00	440000.00	12/07/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	B
303392	360	0.00	103000.00	12/22/95	02/01/96	01/01/26	02/01/96	6	1	1	18	0.00	4	A
303394	360	0.00	95000.00	12/07/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	4	B
303395	360	0.00	80500.00	12/12/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	4	B
303396	360	0.00	75000.00	12/08/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	4	A
303397	360	0.00	70000.00	12/08/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	B
303399	180	0.00	40000.00	12/08/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	C
303400	360	0.00	61000.00	12/08/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303401	180	0.00	50000.00	12/08/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	A
303402	360	0.00	36000.00	12/08/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	C
303403	360	50000.00	43000.00	12/11/95	02/01/96	01/01/06	02/01/96	1	1	1	18	0.00	3	A
303404	180	0.00	80000.00	12/08/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	1	A
303406	180	0.00	80000.00	12/08/95	02/01/96	01/01/11	03/01/96	1	1	1	18	0.00	4	B
303407	180	0.00	45000.00	12/08/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303409	360	118900.00	52000.00	12/08/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303412	180	0.00	120000.00	12/11/95	02/01/96	01/01/11	03/01/96	1	1	1	18	0.00	1	B
303413	180	0.00	25000.00	12/08/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	C
303414	168	0.00	28000.00	12/08/95	02/01/96	01/01/11	02/01/96	8	1	1	18	0.00	3	B
303415	360	119000.00	56000.00	12/08/95	02/01/96	01/01/10	02/01/96	1	1	1	18	0.00	4	A
303417	360	0.00	119000.00	12/08/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	1	A
303418	360	0.00	119000.00	12/08/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	A
303419	240	0.00	75000.00	12/09/95	02/01/96	01/01/11	02/01/96	8	1	1	18	0.00	4	C
303422	360	0.00	59500.00	12/11/95	02/01/96	01/01/16	02/01/96	1	1	1	18	0.00	2	A
303422	360	0.00	147000.00	12/14/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	A

Loan No.	Type	Lastname	Firstname	Address	City	SI	Zip	County	Orig Bal	UPB.31	P&I	Rate	Term	CLTV
303423	FR	BAUGHN	RICHARD M	12212 CENTER DRIVE	ORIENT	OH	43146	FRANKLIN	74,200.00	74,200.00	656.65	10.100	360	0.7811
303424	FR	CORBELL	ALLEN J.	2001 BROWNS POINT BL	TACOMA	WA	98422	PIERCE	107,700.00	107,700.00	854.98	8.850	360	0.7978
303425	FR	SMITH	BLANCHE J	9402 THORNEWOOD DR.	BALTIMORE	MD	21234	COAHOMA	39,909.87	39,909.87	448.13	10.740	180	0.3540
303426	FR	DENHAM, JR	FLOYD K	4800 FARRELL ROAD	CLARKSDALE	MS	38645	COAHOMA	41,250.00	41,250.00	496.40	12.050	180	0.7500
303427	FR	SCHOENFELD	CARL W	5314 KENTUCKY AVENUE	NASHVILLE	TN	37209	DAVIDSON	45,000.00	45,000.00	529.98	11.650	180	0.7759
303428	FR	KNJORSKI	LORI F.	9519 MARINA DRIVE	SOUTH LYON	MI	48178	LIVINGSTON	98,000.00	98,000.00	925.88	10.900	360	0.7481
303429	FR	BROWN	MARIE	12409 REVERE AVENUE	CLEVELAND	OH	44105	CUYAHOGA	42,000.00	42,000.00	420.74	11.650	360	0.7925
303430	FR	BROWN	CHARLIE	2100 WADDELL AVE.	ALBANY	GA	31707	Dougherty	56,100.00	56,100.00	602.51	9.990	180	0.8500
303432	FR	ROUSE	STANLEY	613 MACLAURIN COURT	NASHVILLE	TN	37207	DAVIDSON	44,850.00	44,850.00	475.12	8.750	180	0.8009
303433	FR	ROBINSON	JAMES W	2811 ROBERT PARKWAY	BRUNSWICK	OH	44212	MEDINA	95,955.69	95,955.69	913.51	10.990	360	0.8468
303435	BLN	FRANKLIN	BURNETT	6427 NEVADA AVE	HAMMOND	IN	46323	Lake	57,000.00	57,000.00	489.72	9.750	180	0.7215
303437	FR	MC GILL	DAVID M	606 SAMARA ST.	APEX	NC	27502	Wake	181,200.00	181,200.00	1,173.33	8.600	360	0.8000
303439	FR	WHITE	JONAS L	B RTS HIGHWAY 95	ROCK SPRINGS	GA	30739	WALKER	60,000.00	60,000.00	617.17	12.000	180	0.7500
303440	FR	PARAMORE	JESSIE L	224 TRUELOVE ROAD	CLEVELAND	GA	30528	WHITE	25,900.00	25,900.00	302.56	11.500	180	0.8685
303441	FR	CARITHERS	ALTON H.	19301 AND 19303 MEYER	DETROIT	MI	48235	WAYNE	60,000.00	60,000.00	722.03	12.050	180	0.7018
303442	BLN	WRIGHT	GLADYS J	901 MOREAU STREET	BUNKE	LA	71322	AVOVELLES	31,800.00	31,800.00	279.07	10.000	180	0.8260
303443	FR	WRIGHT	DARRELL S	3949 LANSDALE ROAD	UNIVERSITY HEIGHTS	OH	44118	CUYAHOGA	104,000.00	104,000.00	1,029.90	11.500	180	0.8000
303444	BLN	KILE	TONY	4743 FOURTH STREET	COLUMBIAVILLE	MI	48421	LAPEER	36,000.00	36,000.00	325.28	10.350	360	0.7500
303445	FR	BEADS	JARED R.	2251 ANNAPOLIS ROAD	ANTIOCH	MD	21230	DAVIDSON	24,000.00	24,000.00	235.59	10.250	240	0.8000
303446	FR	BEADS	PHILLIP W	1208 CHARLTON DRIVE	NORTH OLMSTED	OH	44070	CUYAHOGA	114,300.00	114,300.00	886.98	8.600	180	0.8792
303447	BLN	PILCHER	HERMAN C	4456 CANTERBURY ROAD	GLASGOW	SC	29627	Anderson	114,750.00	114,750.00	1,157.23	10.650	240	0.8500
303448	FR	COX	WENDELL M	1400 CAMELOT FORREST	BELTON	TX	77703	DAVIDSON	69,600.00	69,600.00	758.61	10.250	180	0.8000
303449	FR	FULLER	PEGGY LEE	1007 SOUTH GREEN ST.	COLUMBUS	KY	42141	BARREN	52,520.00	52,497.25	484.79	10.100	360	0.8080
303452	BLN	COOK	RONALD E	3200 ELMBREE DRIVE	COLUMBUS	OH	43219	FRANKLIN	43,550.00	43,550.00	536.76	14.600	180	0.7640
303454	FR	VANNI	EVERETTE	210 SO GUTHRIE AVE.	DURHAM	NC	27703	DURHAM	48,800.00	48,800.00	503.38	10.990	240	0.8000
303455	BLN	KLAPEC	MARTIN	9420 DUDLEY	TAYLOR	MI	48180	WAYNE	75,000.00	75,000.00	700.11	10.750	180	0.7500
303456	BLN	LEBIEDZ	W TOM	63 N GREENVIEW AVE	MUNDELEIN	IL	60060	LAKE	20,700.00	20,700.00	232.04	10.750	180	0.7222
303457	FR	DAVIS	JEFFREY L	7700 ROCKY MEADOW LA	CORRYTON	TN	37221	KNOX	45,000.00	44,805.58	525.69	11.500	180	0.7258
303458	FR	TORRES	YOLANDA	1704 TANGLEWOOD DR.	KISSIMEE	FL	34746	OSCEOLA	85,000.00	85,000.00	806.24	9.750	240	0.5862
303459	FR	DICOSOLA	DONALD J	35 SURREY CT DEER	BARRINGTON	IL	60010	LAKE	60,000.00	60,000.00	553.33	10.600	360	0.4563
303460	FR	BRISTOL	ROBERT L	719 W JOHNSON ROAD	BARRINGTON	IN	46350	LAPORTE	74,400.00	74,400.00	672.24	10.350	360	0.8000
303462	FR	LAMBERT	MICHAEL D	709 BUCKEYE STREET	ELGIN	IL	60123	KANE	50,000.00	50,000.00	451.77	10.350	360	0.5556
303463	FR	THOMPSON	AUDREY	121 MARILYN DRIVE	DICKSON	MI	37055	DICKSON	20,000.00	20,000.00	339.72	10.740	84	0.3883
303465	BLN	JOHNS	DOUGLAS B	1190 BELL DRIVE	OWOSSO	TN	37055	SHIAWASSEE	22,000.00	22,000.00	217.03	11.450	180	0.5116
303466	FR	HOUSHOUR	RONNIE D	4275 WEST 600 SOUTH	COLUMBUS	IN	47201	BARTHOLOMEW	38,250.00	38,250.00	420.45	10.400	180	0.7869
303467	BLN	BARBER	MICHAEL T	2601 MILL AVE SOUTH	RENTON	WA	98055	KING	128,000.00	128,000.00	1,267.57	11.500	180	0.8000
303468	FR	BURFORD	CHARLES E	6076 BETTCHER AVENUE	INDIANAPOLIS	IN	46208	MARION	44,000.00	44,000.00	486.38	10.500	180	0.7857
303469	FR	DAVIS	CHARLE G	555 N. OXFORD	INDIANAPOLIS	IN	46201	MARION	80,360.00	80,360.00	490.81	8.250	120	0.8000
303470	FR	CAMPRELL	WILLIAM	105 CARRIE LANE	CLEMSON	SC	29631	PICKENS	80,360.00	80,360.00	895.79	10.650	180	0.8200
303472	FR	WALLIS	DORIS W	2314 14TH AVENUE	COLUMBUS	GA	31901	MUSCOGEE	14,700.00	14,700.00	188.21	9.250	120	0.5880
303474	BLN	MARSH	ETTA J	9508 MANOR AVENUE	CLEVELAND	OH	44104	Cuyahoga	22,425.00	22,425.00	243.69	12.750	180	0.3125
303475	FR	ANES	HOWARD T	20017 7 MILE RD.	REED CITY	MI	49677	OSCEOLA	25,000.00	25,000.00	296.03	11.750	180	0.3125
303476	FR	PICKENS	NEIL R.	112 CRYSTAL LANE	ANDERSON	SC	29621	ANDERSON	44,000.00	44,000.00	447.52	11.850	360	0.8000
303477	BLN	CANTY	JOHN E.	350 PALMETTO STREET	SUMTER	SC	29150	SUMTER	69,575.13	69,575.13	662.29	10.990	180	0.8000
303478	BLN	CURTIS	NEIL R.	410 TIMBERLOST	WHITE LAKE	MI	48386	OAKLAND	60,000.00	60,000.00	594.17	11.500	180	0.8000
303480	BLN	MILLER	DONALD R	109 PEBBLE CREEK RD	FRANKLIN	TN	37064	WILLIAMSON	103,200.00	103,200.00	982.02	10.990	180	0.8000
303481	FR	LACY	WAYNE D.	515 LILLARD ROAD	MURFREESBORO	TN	37130	RUTHERFORD	73,500.00	73,500.00	836.10	13.400	180	0.7500
303483	FR	HUTCHINSON	LARRY	812 POLK STREET	VICKSBURG	MS	39180	WARREN	48,750.00	48,750.00	585.08	13.400	240	0.7500
303484	FR	PRICE	FLOYD K	RR 2 BOX 272	BELTON	SC	29627	ANDERSON	40,800.00	40,800.00	444.70	10.250	180	0.8000
303485	FR	DONALD	WILLIAM M.	20220 SANTA ROSA DR.	CLAY CITY	IN	47841	CLAY	106,800.00	106,800.00	1,295.09	14.350	360	0.8000
303486	FR	HARMON	MARY	2929 HIGHWAY 80	DETROIT	MI	48221	Wayne	35,280.00	35,280.00	358.83	11.850	360	0.8000
303487	FR	CARNIFAX	KATHY D	86 NORTH THIRD ST.	VICKSBURG	MS	39180	WARREN	46,425.00	46,425.00	508.93	12.900	180	0.6929
303489	FR	ORRA	KAREN S.	1706 ASHFIELD DRIVE	RIITMAN	OH	44270	WAYNE	35,280.00	35,280.00	609.68	10.550	180	0.6790
303490	FR	MOELLER	ISHEY	11207 MAPLEWOOD DRIVE	MAUMEE	OH	43537	LUCAS	84,873.86	84,873.86	724.36	11.350	360	0.6916
303492	FR	LILLEY	EDWARD	1733 DERBYSHIRE ROAD	DUNKIRK	MD	20754	CALVERT	74,000.00	74,000.00	1,331.61	8.900	360	0.8486
303493	FR	ADAMO	MINNIE L	1182 PALLWOOD ROAD	DAYTONA BEACH	FL	32117	VOLUSIA	16,500.00	16,500.00	184.96	10.750	180	0.3056
303494	FR	TODOROVICH	HELEN J	7427 SPAFFORD ROAD	MEMPHIS	TN	38122	SHELBY	51,375.00	51,375.00	532.04	11.050	240	0.7500
303495	FR	SHAW JR	GEORGE S	624 OSAGE ROAD	CLEVELAND	OH	44103	CUYAHOGA	40,000.00	40,000.00	403.76	11.750	360	0.8000
303496	FR	DAUGHERTY	MAYNARD D	724 CALLOWHILL ST.	VALPARAISO	IN	46383	PORTER	62,000.00	62,000.00	598.31	10.000	240	0.7949
303497	BLN	ROMERO	CARL C.	2037 STONEGLEN LANE	WOOSTER	OH	44691	WAYNE	18,525.00	18,525.00	244.81	10.000	120	0.5700
303498	BLN	ROMERO	WILLIAM H		RALEIGH	NC	27603	WAKE	129,120.00	129,120.00	1,157.05	10.250	180	0.7998

Loan No.	Am Term	Salv Amt	Acct Val	Q Date	First Pmt	Matur Date	Nat Pmt 31	Prod Type	Units	Q Date	Lien	Lien Bal	Paid	Grade
303423	360	0.00	95000.00	12/11/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	A
303424	360	0.00	135000.00	12/11/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	4	A
303425	180	0.00	113000.00	01/01/96	02/01/96	01/01/11	03/01/96	1	1	1	18	0.00	3	B
303426	180	0.00	55000.00	12/11/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303427	180	0.00	58000.00	12/11/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303428	360	0.00	131000.00	12/11/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	B
303429	360	0.00	53000.00	12/09/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	4	B
303430	360	0.00	66000.00	12/12/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	A
303432	180	0.00	56000.00	12/11/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	A
303434	180	0.00	113000.00	12/09/95	02/01/96	01/01/11	03/01/96	1	1	1	18	0.00	4	A
303435	360	0.00	79000.00	12/11/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303436	360	0.00	168000.00	12/12/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	2	A
303437	360	0.00	80000.00	12/11/95	02/01/96	01/01/11	02/01/96	9	2	3	18	0.00	4	A
303438	360	0.00	92000.00	12/11/95	02/01/96	01/01/11	02/01/96	1	1	1	18	54000.00	3	B
303439	180	0.00	85000.00	12/12/95	02/01/96	01/01/11	02/01/96	2	2	1	18	0.00	3	B
303440	180	0.00	38500.00	12/12/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303442	360	0.00	130000.00	12/12/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	C
303444	360	0.00	48000.00	12/19/95	02/01/96	01/01/16	02/01/96	1	1	1	18	0.00	3	B
303446	240	0.00	30000.00	12/11/95	02/01/96	01/01/16	02/01/96	6	1	1	18	0.00	3	B
303447	360	0.00	135000.00	12/11/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	A
303448	240	0.00	87000.00	12/12/95	02/01/96	01/01/16	02/01/96	1	1	1	18	0.00	3	A
303449	180	0.00	65000.00	12/12/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	A
303452	360	0.00	57000.00	12/12/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303453	360	0.00	67000.00	12/12/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303454	240	0.00	100000.00	12/12/95	02/01/96	01/01/11	02/01/96	1	1	1	18	64000.00	3	A
303455	360	0.00	126000.00	12/12/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303456	180	0.00	62000.00	12/12/95	02/01/96	01/01/11	02/01/96	8	1	1	18	0.00	3	B
303457	180	0.00	145000.00	12/13/95	02/01/96	01/01/16	02/01/96	1	1	1	18	197800.00	3	A
303458	240	0.00	685000.00	12/13/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	A
303459	360	0.00	93000.00	12/14/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	4	A
303460	360	0.00	80000.00	12/12/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	B
303462	360	0.00	81500.00	12/13/95	02/01/96	01/01/03	02/01/96	1	1	1	18	0.00	3	B
303464	84	0.00	43000.00	12/16/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303465	360	0.00	48000.00	12/16/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303466	180	0.00	160000.00	12/12/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303468	180	0.00	56000.00	12/13/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303469	120	0.00	50000.00	12/13/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303470	180	0.00	88000.00	12/13/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303472	120	0.00	25000.00	12/13/95	02/01/96	01/01/06	02/01/96	1	1	1	18	0.00	2	A
303474	360	29900.00	35000.00	12/13/95	02/01/96	01/01/06	02/01/96	2	2	1	18	0.00	1	B
303475	180	0.00	55000.00	12/15/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303476	360	0.00	87000.00	12/15/95	02/01/96	01/01/26	02/01/96	8	1	1	18	0.00	4	B
303477	360	0.00	75000.00	12/13/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303478	360	0.00	128000.00	12/13/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303479	360	0.00	100000.00	12/13/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	1	C
303481	240	0.00	65000.00	12/13/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	C
303483	180	0.00	51000.00	12/13/95	02/01/96	01/01/16	02/01/96	8	1	1	18	0.00	3	A
303484	360	0.00	178000.00	01/06/96	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	B
303485	360	0.00	44100.00	12/18/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	C
303486	360	0.00	67000.00	12/14/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303487	360	0.00	107000.00	12/14/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	4	B
303489	360	0.00	185000.00	12/14/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	A
303490	360	0.00	54000.00	12/14/95	02/01/96	01/01/16	02/01/96	1	1	1	18	0.00	3	A
303492	180	0.00	68500.00	12/14/95	02/01/96	01/01/16	02/01/96	1	1	1	18	0.00	4	B
303493	240	0.00	65000.00	12/14/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	A
303494	360	0.00	50000.00	12/14/95	02/01/96	01/01/16	02/01/96	1	1	1	18	0.00	3	A
303495	240	0.00	78000.00	12/15/95	02/01/96	01/01/16	02/01/96	1	1	1	18	0.00	3	B
303496	120	0.00	32500.00	12/14/95	02/01/96	01/01/06	02/01/96	1	1	1	18	0.00	3	B
303497	360	161450.00	161450.00	12/15/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	1	A

Loan No.	Trns	Lastname	Firstname	Address	City	St	Zip	County	Orig Bal	UPB 31	Pct	Rate	Term	CLTY
303499	FR	FURDERO	MARK A	9233 HOUGHTON	LIVONIA	MI	48150	WAYNE	88,000.00	87,972.49	878.18	11.600	360	0.7857
303500	FR	JOHNSON	ROBERT D	919 EAST 139TH ST.	CLEVELAND	OH	44110	Cuyahoga	40,800.00	40,703.80	444.70	10.250	180	0.8000
303502	FR	PATTON	THOMAS C	427 NORTH DEQUINCY	INDIANAPOLIS	IN	46201	MARION	58,320.00	58,320.00	537.84	10.600	360	0.8000
303503	FR	KIDWELL	STEVEN A	5941 ATKINS ROAD	KNOXVILLE	TN	37918	KNOX	42,345.08	450.23	9,750	180	0.6967	
303504	BLLN	HADDON	JENNIE K	5403 S. MARYLAND ST	CHICAGO	IL	60615	COOK	96,000.00	95,969.66	954.34	11.550	180	0.7059
303505	BLLN	CARDELLI	JOHN W.	310 CIRCLE ROAD	FOX RIVER GROVE	IL	60021	MCHEENRY	78,000.00	742.81	11,000	360	0.7500	
303506	BLLN	WILEY	WILLIAM E	2186 JAMES BOSWELL R	BURLINGTON	NC	27217	ALAMANCE	64,600.00	64,600.00	590.92	10,500	180	0.8500
303508	BLLN	LEE	DANNY L	1122 N. TIBBS AVENUE	INDIANAPOLIS	IN	46222	MARION	30,000.00	300.53	11,650	180	0.7500	
303509	FR	PIPPIN	JOHNNY R	1424 ROSEMARY DRIVE	MELBOURNE	FL	32935	BREVARD	22,500.00	22,474.86	236.08	11,250	240	0.7456
303510	FR	TOWNSEND	P	RU ROAD P.O. BO	KENNER	NC	28119	ANSON	42,000.00	42,000.00	468.18	10,650	180	0.7500
303511	FR	ESTRADE	BEVERLY K	1936 ROOSEVELT BLVD.	KENNER	NC	28119	ANSON	42,000.00	42,000.00	468.18	10,650	180	0.7500
303512	BLLN	CRABILL	DEBRA M	2314 INDIANA AVENUE	MADISON	LA	70065	JEFFERSON	39,500.00	39,500.00	383.65	11,250	180	0.6474
303516	BLLN	STOLTZ	MARLYN G	1293 MARCUS DRIVE	WAVELAND	MS	39576	Hancock	26,200.00	26,200.00	290.43	10,550	180	0.7316
303518	BLLN	JOHNSON	JANET G	1294 OLD VACHERIE RD	VACHERIE	LA	70090	ST JAMES	33,000.00	33,000.00	371.61	13,250	180	0.8633
303517	BLLN	DIAMOND	TOM	3108 OLD RIO PARK	FRANKLIN	TN	37064	WILLIAMSON	320,000.00	320,000.00	3,168.93	11,500	180	0.5926
303518	FR	YOUNG	MICHAEL S	4416 WALL ROAD	PORT HURON	MI	48060	ST. CLAIR	78,367.82	78,367.82	708.38	10,350	360	0.8000
303519	FR	MOORE	THOMAS	8210 CEDAR AVENUE	CLEVELAND	OH	44103	CUYAHOGA	19,500.00	19,500.00	268.81	11,000	120	0.6500
303522	BLLN	PATER	ORAZIO	546 WOODVIEW ROAD	BARRINGTON	IL	60010	LAKE	282,000.00	281,891.51	2,611.24	10,650	180	0.8000
303524	FR	WELLS	ANN M.	3820 ALLISON STREET	BRENTWOOD	MD	20722	PRINCE GEORGE'S	96,500.00	96,500.00	1,022.28	9,750	180	0.7659
303525	FR	WOOD	WALLACE E	3845 NIBBO ROAD	MADISONVILLE	KY	42431	HOPKINS	28,125.00	28,125.00	314.60	12,250	240	0.9375
303526	FR	PICKETT	LARRY G	7190 SIMMS LANDING R	PORT TOBACCO	MD	20877	CHARLES	24,879.62	24,879.62	333.71	10,240	120	0.6496
303527	FR	WALKER	DAVID A	237 FLAMINGO DRIVE	LOUISVILLE	KY	40213	JEFFERSON	25,000.00	25,000.00	268.65	10,000	180	0.4673
303528	FR	BRUNSON	DIANNE	ROUTE 1 BOX 1069	HEFLIN	LA	71039	BIENVILLE	15,000.00	15,000.00	213.04	11,750	120	0.3846
303530	BLLN	BAILEY	MELVIN	1042 PARSON ST SW &	ATLANTA	GA	30311	FULTON	57,200.00	57,200.00	566.46	11,500	180	0.7526
303532	FR	POWELL	GEORGE	14205 HUNTINGTON	RIVERVIEW	MI	48192	WAYNE	40,000.00	40,000.00	361.42	10,350	360	0.4000
303534	BLLN	HUDSON	STEPHEN B	7 BUFFALO	CLARKSTON	MI	48346	OAKLAND	150,000.00	150,000.00	1,372.11	10,500	180	0.7500
303535	FR	TURNER	DAVID A.	12518 CRAVEN	CLEVELAND	OH	44105	CUYAHOGA	48,450.00	48,450.00	543.10	10,750	180	0.8500
303536	FR	MOBLEY	JUSTIN	13166 BRIGGS LANE	AMITE	LA	70422	TAGIPPAHOA	17,500.00	17,500.00	180.11	9,250	180	0.4375
303537	FR	HUDSON	VIRGINIA	1434 BALDWIN ROAD	LUGOFF	SC	29078	KERSHAW	44,925.00	44,925.00	483.76	11,650	240	0.7500
303539	FR	HOGAN	EVELYN E	917 SOUTH STREET	NASHVILLE	TN	37203	DAVIDSON	42,500.00	42,500.00	450.23	9,750	180	0.8500
303540	BLLN	WASCHPUSCH	ROLF	15001 CAROL DRIVE	MAPLE HEIGHTS	OH	44137	CUYAHOGA	100,000.00	99,747.45	840.85	9,500	180	0.8000
303541	FR	MURRIL	FRANCES	15810 LITTLEFIELD	DETROIT	MI	48227	WAYNE	30,750.00	30,750.00	342.56	13,100	360	0.7500
303542	FR	RYLES	PATRICA	973 ROOSEVELT DRIVE	ATLANTA	GA	30354	FULTON	55,250.00	55,250.00	688.66	9,850	180	0.8500
303543	FR	HALL	ELVIS B	211 POTTERS HILL LO	PINK HILL	NC	28572	LENOIR	42,000.00	42,000.00	620.93	12,750	120	0.7500
303544	FR	LADD	GORDON B	4355 PEYTONSVILLE-TR	FRANKLIN	TN	37078	KERSHAW	50,400.00	50,400.00	583.85	10,500	180	0.8000
303545	FR	BELL	THOMAS	193 WARD ROAD	LUGOFF	SC	29662	GREENVILLE	17,500.00	17,500.00	572.53	10,980	180	0.8000
303546	FR	MC DONALD	KAYE B	3 TRIPBROOK COURT	MAULDIN	SC	29662	GREENVILLE	116,000.00	116,000.00	1,048.11	10,350	360	0.8000
303547	FR	NEWBERRY	BRIAN	767 EMMONS AVENUE	BIRMINGHAM	AL	35202	BREVARD	36,000.00	36,000.00	370.30	12,000	180	0.7347
303549	BLLN	THOMPSON	PATRICK A	2328 BURNS AVENUE	MELBOURNE	FL	32935	STARK	37,300.00	37,281.65	313.64	9,500	180	0.7460
303554	BLLN	STALDER	RUTH A	1800 CLARK AVE. S.W.	CANTON	OH	44706	STARK	35,000.00	35,000.00	373.25	11,500	240	0.7000
303555	FR	CAWSE	PHILIP R	1008 W. 10TH STREET	LEBANON	OH	44052	LORAIN	61,500.00	61,500.00	533.71	8,500	240	0.8000
303556	FR	FERRELL	JEFFREY T	867 KIMBERLY CIRCLE	LEBANON	OH	44074	LORAIN	61,920.00	61,920.00	646.58	9,500	180	0.8000
303560	FR	ROCHE	RONALD L	1003 NO. CUMBERLAND	LEBANON	OH	44074	LORAIN	76,800.00	76,800.00	673.97	10,000	360	0.8000
303561	FR	BUHLER	KENNETH A	3306 YORKSHIRE ROAD	CLEVELAND HEIGHTS	TN	37087	WILSON	59,226.56	59,226.56	678.66	13,500	360	0.7500
303563	BLLN	ROBINSON	DONALD	4636 EAST MALLORY AV	MEMPHIS	TN	38117	SHELBY	82,500.00	82,500.00	556.28	11,400	180	0.7500
303564	BLLN	WHITWORTH	PAULA	211 SOUTHWIND ROAD	CALIFORNIA	MD	20819	ST. MARY'S	300,000.00	300,000.00	2,893.08	9,950	240	0.8000
303565	FR	BARNES	MICHAEL A	684 OLD ST. ANDREWS	EASTOVER	SC	29044	RICHLAND	52,500.00	52,500.00	529.94	11,750	360	0.7800
303567	FR	BOSTIC	CHARLES E	7560 NOREEN DRIVE	HAMBURG	MI	48139	LIVINGSTON	221,000.00	221,000.00	2,087.95	10,900	180	0.8500
303570	BLLN	TRUMBULL	FRANK R.	4307 MCCAMPBELL LANE	KNOXVILLE	TN	37918	KNOX	34,919.25	34,919.25	320.18	10,500	180	0.4242
303571	FR	JOHNSON	SANDRA L	9806 SALEM RD.	ATHENS	OH	45701	Athens	44,000.00	44,000.00	459.48	9,500	180	0.8000
303572	FR	RILEY	TERRY D.	1008 OAKSHADE AVENUE	KANNAPOLIS	NC	28083	CABARRUS	24,600.00	24,600.00	276.75	10,750	180	0.4889
303573	BLLN	WILLIAMS	JOHN T	164 TORAIN STREET	HILLSBOROUGH	NC	27278	ORANGE	42,000.00	42,000.00	396.81	10,900	180	0.7000
303574	BLLN	RAGLAND, JR	ANDRE	50 MEAD DRIVE	CHILLICOTHE	OH	45601	ROSS	132,600.00	132,600.00	1,163.68	11,100	360	0.8500
303575	FR	THOMAS	DENNIS W	142 SO. AUSTIN AVE.	OAK PARK	IL	60304	COOK	143,500.00	143,500.00	1,377.44	10,900	180	0.7175
303577	FR	FRENIER	MARGARET	106 CHRISTOPHERS CT	SMITHSBURG	MD	21783	WASHINGTON	102,660.00	102,660.00	1,372.29	9,600	360	0.8663
303578	BLLN	HARGRAVES	CAMERON	511 OAK AVENUE	CARRBORO	NC	27510	ORANGE	37,350.00	37,350.00	389.31	9,910	180	0.7047
303579	FR	ESCHETTE SR.	CARROLL J	203 ST. MALO STREET	HOUMA	LA	70363	TERREBONNE	102,660.00	102,660.00	939.31	9,910	180	0.8668
303580	FR	ABBOTT	EVAN B	8013 HWY. 416 WEST	ROBARD	KY	42452	HENDERSON	35,300.00	35,300.00	384.75	10,250	180	0.6868
303585	BLLN	GLADNEY	LUCILLE	4505 E. CALHOUN	INDIANAPOLIS	IN	46203	MARION	26,500.00	26,500.00	242.41	10,500	180	0.5196
303586	FR	EYSELL	LEE G	45180 VINEGAR STREET	NACINE	OH	45771	MEIGS	64,000.00	64,000.00	677.99	9,750	180	0.7451

Loan No.	Am Term	Salda Amt	Assg Val	QDate	First Pmt	Matur Date	Nxt Pmt.31	Prop Type	Units	Oscap	Lien	Lien Bal	Purp	Grade
303499	360	0.00	112000.00	12/14/95	02/01/96	01/01/26	03/01/96	1	1	1	18	0.00	3	B
303500	180	0.00	51000.00	12/14/95	02/01/96	01/01/11	03/01/96	1	1	1	18	0.00	3	A
303502	360	0.00	72500.00	12/14/95	02/01/96	01/01/26	03/01/96	1	1	1	18	0.00	3	B
303503	180	0.00	61000.00	12/14/95	02/01/96	01/01/11	03/01/96	8	1	1	18	0.00	4	B
303504	360	0.00	136000.00	12/14/95	02/01/96	01/01/11	03/01/96	6	1	1	18	0.00	3	B
303505	360	0.00	104000.00	12/14/95	02/01/96	01/01/26	03/01/96	1	1	3	18	0.00	3	A
303506	360	0.00	76000.00	12/15/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303508	360	0.00	40000.00	12/15/95	02/01/96	01/01/11	02/01/96	1	1	3	18	0.00	4	B
303509	240	0.00	57000.00	12/15/95	02/01/96	01/01/16	03/01/96	1	1	1	38	20000.00	3	B
303510	180	0.00	56000.00	12/15/95	02/01/96	01/01/11	03/01/96	8	1	1	18	0.00	3	A
303512	360	0.00	68000.00	12/15/95	02/01/96	01/01/26	03/01/96	1	1	1	18	0.00	3	A
303514	360	0.00	54000.00	12/15/95	02/01/96	01/01/11	02/01/96	2	1	1	18	0.00	4	A
303516	180	0.00	39500.00	12/01/95	02/01/96	01/01/11	03/01/96	1	1	1	18	0.00	4	A
303518	360	0.00	44000.00	01/12/96	02/01/96	01/01/26	03/01/96	1	1	1	18	0.00	3	C
303517	360	0.00	640000.00	12/15/95	02/01/96	01/01/11	03/01/96	1	1	1	18	0.00	3	A
303518	360	0.00	98000.00	12/18/95	02/01/96	01/01/26	03/01/96	1	1	1	18	0.00	3	A
303519	120	0.00	30000.00	12/15/95	02/01/96	01/01/06	03/01/96	2	2	1	18	0.00	3	B
303522	360	0.00	352500.00	12/18/95	02/01/96	01/01/11	03/01/96	6	1	1	18	0.00	3	A
303524	180	0.00	126000.00	12/15/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303525	240	0.00	30000.00	12/15/95	02/01/96	01/01/16	02/01/96	1	1	1	18	0.00	3	C
303526	120	0.00	185000.00	12/15/95	02/01/96	01/01/06	03/01/96	1	1	1	38	95172.00	3	A
303527	180	0.00	53500.00	12/15/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303528	120	0.00	39000.00	12/15/95	02/01/96	01/01/06	02/01/96	1	1	1	18	0.00	3	A
303530	360	0.00	76000.00	12/15/95	02/01/96	01/01/11	02/01/96	9	2	3	18	0.00	4	B
303532	360	0.00	100000.00	12/22/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	A
303534	360	0.00	200000.00	12/18/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303535	180	0.00	57000.00	12/15/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303536	180	0.00	40000.00	12/15/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303537	240	0.00	59900.00	12/15/95	02/01/96	01/01/16	02/01/96	1	1	1	18	0.00	3	B
303539	180	0.00	50000.00	12/15/95	02/01/96	01/01/11	03/01/96	1	1	1	18	0.00	4	A
303540	360	0.00	125000.00	12/15/95	02/01/96	01/01/26	03/01/96	1	1	1	18	0.00	3	A
303541	360	0.00	41000.00	12/15/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303542	180	0.00	65000.00	12/15/95	02/01/96	01/01/06	02/01/96	1	1	1	18	0.00	3	C
303543	120	0.00	56000.00	12/15/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	A
303544	180	0.00	66000.00	12/15/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303545	180	0.00	160000.00	12/18/95	02/01/96	01/01/11	02/01/96	1	1	1	38	68200.00	3	B
303546	180	0.00	145000.00	12/18/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	1	B
303547	360	0.00	49000.00	12/15/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	C
303548	360	0.00	50000.00	12/18/95	02/01/96	01/01/11	03/01/96	1	1	1	18	0.00	4	B
303554	360	0.00	50000.00	12/18/95	02/01/96	01/01/16	02/01/96	1	1	1	18	0.00	4	C
303555	240	0.00	50000.00	12/18/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	A
303556	180	0.00	85000.00	12/18/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303558	360	0.00	77400.00	12/18/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	B
303560	180	0.00	96000.00	12/18/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	C
303561	360	0.00	79000.00	12/18/95	02/01/96	01/01/11	03/01/96	1	1	1	18	0.00	1	B
303562	360	0.00	70000.00	12/18/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	C
303564	240	0.00	375000.00	12/18/95	02/01/96	01/01/16	02/01/96	1	1	1	18	0.00	4	A
303565	240	0.00	70000.00	12/18/95	02/01/96	01/01/26	03/01/96	1	1	1	18	0.00	3	B
303567	360	0.00	260000.00	12/18/95	02/01/96	01/01/11	03/01/96	1	1	1	18	0.00	4	B
303568	360	0.00	82500.00	12/18/95	02/01/96	01/01/11	03/01/96	1	1	1	18	0.00	3	A
303570	360	0.00	90000.00	12/18/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303571	180	0.00	90000.00	12/18/95	02/01/96	01/01/11	02/01/96	1	1	1	38	29000.00	3	A
303573	180	0.00	67000.00	12/18/95	02/01/96	01/01/11	02/01/96	1	1	3	18	0.00	3	A
303574	360	0.00	60000.00	12/18/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303575	360	0.00	156000.00	12/18/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	B
303576	360	0.00	200000.00	12/18/95	02/01/96	01/01/26	02/01/96	2	2	1	18	0.00	3	B
303577	360	0.00	170000.00	12/20/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	A
303578	360	0.00	118500.00	12/18/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303579	180	0.00	53000.00	12/18/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	2	A
303580	180	0.00	51400.00	12/18/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	B
303585	360	0.00	51000.00	12/18/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	B
303586	180	0.00	85900.00	12/20/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A

Loan No.	Type	Lastname	Firstname	Address	City	ST	Zip	County	Orig Bal	UPBL 31	P&I	Rate	Term	CLTY
303587	FR	TRAHAN	RONALD A	12880 LEBLANC ROAD	WELSH	LA	70591	JEFFERSON DAVIS	25,000.00	25,000.00	336.08	10.410	120	0.6814
303588	BLLN	CARBERRY	DENNIS J	4110 CLEVELAND AVENU	ASHTABULA	OH	44004	ASHTABULA	54,375.00	54,375.00	497.39	10.500	180	0.7089
303589	BLLN	CARBERRY	DENNIS J	545 AUDREY COURT	ASHTABULA	OH	44004	ASHTABULA	17,825.00	17,825.00	156.43	10.000	180	0.7089
303590	FR	STINSON	WINFORD R	909 SOUTH STREET	NASHVILLE	TN	37203	DAVIDSON	39,000.00	39,000.00	454.11	11.440	180	0.7847
303592	FR	DESJARDINS	RAYMOND D	1912 EAST 65TH ST.	TACOMA	WA	98404	PIERCE	76,000.00	76,000.00	603.33	8.850	360	0.8398
303594	BLLN	HEATON	LYNN R.	623 MOORELAND	NEW WHITELAND	IN	46184	Johnson	64,600.00	64,600.00	561.67	9.890	180	0.8500
303596	BLLN	PRICE-GLASBY	SHIRLEY J	1201 KUHLE DR.	ANACOCO	LA	71403	Vernon	28,807.00	28,807.00	373.48	15.400	180	0.6761
303598	FR	GOVE	MATTIE	1554 CADILLAC	DETROIT	MI	48214	WAYNE	20,000.00	20,000.00	211.13	12.350	180	0.5000
303599	FR	WELCH	JAMES R.	1231 PARK STREET	FINDLAY	OH	45840	HANCOCK	32,000.00	32,000.00	426.16	14.000	180	0.4812
303599	BLLN	WELCH	NATHANIEL	220 HOLLY AVENUE	GOOSE CREEK	SC	29445	BERKELEY	43,750.00	43,750.00	512.16	13.820	180	0.7000
303600	FR	GRILLO	JOHN W.	1930 6TH STREET, S.W	MADISON	MS	39110	MADISON	191,668.00	191,668.00	1,993.88	12.150	360	0.8000
303600	BLLN	FRANKLIN	FRANK M.	112 WOODLAND HILLS	WATERFORD	MI	48328	OAKLAND	240,000.00	240,000.00	2,376.70	11.500	180	0.8000
303604	FR	THOMAS	PRISCILLA	4256 FOREST VALLEY C	INDIANAPOLIS	IN	46254	MARION	65,100.00	65,100.00	564.10	9.850	360	0.7154
303606	BLLN	CANNON	YVONNE D	1337 GIDEONS	ATLANTA	GA	30314	FULTON	52,000.00	52,000.00	478.39	10.570	180	0.8000
303606	FR	GREEN	STEPHEN F	1078 RICHWOOD DRIVE	SPRINGFIELD	IN	46122	HENDRICKS	137,050.00	137,050.00	1,349.59	8.500	180	0.8566
303607	FR	GOLDEN	RONNIE W	4522 CORBIN SNEED RD	NASHVILLE	TN	37211	Robertson	44,250.00	44,250.00	459.40	9.400	180	0.7500
303608	BLLN	BILES	MARY	3823 SAM BONEY DRIVE	EVANSVILLE	IN	47715	VANDERBURGH	70,400.00	70,400.00	617.29	9.980	180	0.8000
303609	FR	TEASLEY	MARLIN R	6605 BAYLAND PARK DRI	HIGHLAND PARK	MI	48203	WAYNE	26,250.00	26,250.00	280.38	13.000	180	0.7500
303610	BLLN	FORD	VANCE W.	53 CORTLAND	MENTOR	OH	44060	LAKE	68,000.00	68,000.00	728.65	9.950	180	0.8000
303614	FR	GIBSON	RONNY L.	4942 MARIGOLD ROAD	INDIANAPOLIS	IN	46218	MARION	43,200.00	43,200.00	414.67	11.100	360	0.8000
303616	FR	RICHARDS, IV	DORA M.	3719 KINNEAR	ROCKFORD	IL	61102	WINNEBAGO	19,000.00	19,000.00	221.98	11.500	180	0.5972
303617	FR	FREDRICK	FRANK J.	1410 WEST STREET	LAKE	MS	39092	NEWTON	31,160.00	31,160.00	380.01	12.300	180	0.6924
303618	BLLN	EVANS	BRENDA	896 OLD HWY 80	DAYTON	OH	45426	MONTGOMERY	27,750.00	27,750.00	297.67	12.570	180	0.7500
303619	FR	THORNTON	ROBIN L.	13403 RUGBY ROAD	CLEVELAND	OH	44110	Cuyahoga	41,250.00	41,250.00	447.03	11.760	240	0.7500
303620	FR	HOLLEY	JACQUELIN	121 PATRICE LANE	SUNSET	NC	29685	PICKENS	28,000.00	28,000.00	327.45	11.520	180	0.3889
303622	BLLN	TORREZ	PATRICE C	RT 2 BOX 9028 ROLAND	NEBO	NC	28761	McDowell	48,000.00	48,000.00	480.84	11.650	180	0.8000
303624	BLLN	BARBER	WILLIAM	1084 RYE ROAD/RT 1 B	SHANNON	MS	39868	Lee	36,600.00	36,600.00	377.88	12.050	180	0.7500
303625	BLLN	HOGGS	DOUGLAS	1015 KENT STREET	DURHAM	NC	27707	DURHAM	66,400.00	66,370.62	582.71	10.000	180	0.8000
303626	FR	J-HEABERLIN	PATRICIA	11658 LORRAINE ROAD	GULFPORT	MS	39503	HARRISON	84,400.00	83,600.00	477.80	10.010	360	0.8000
303627	BLLN	ROBINSON	TIMOTHY	2047 WEST MORGAN BLU	LITHONIA	GA	30058	DE KALB	63,600.00	63,600.00	618.69	11.270	180	0.8000
303628	BLLN	REED, III	WILLIE	613 GATES STREET	CAMDEN	SC	29020	SHAW	31,200.00	31,200.00	279.35	10.240	180	0.8000
303629	FR	ABADIE	RICHARD L	212 EAST FIFTH AVE.	COVINGTON	LA	70433	ST. TAMMANY	80,800.00	80,800.00	823.04	11.870	360	0.8000
303630	FR	VELEZ	SYBIL	23820 TALBOT	ST. CLAIR SHORES	MI	48082	OAKLAND	56,000.00	56,000.00	610.37	10.250	180	0.4480
303632	BLLN	CLAY	ALICIA	1732 BOULEVARD DRIVE	ATLANTA	GA	30317	DEKALB	42,250.00	42,250.00	467.37	13.000	180	0.6870
303634	BLLN	HUGHES	PEARL T.	12 JEFFERSON CIRCL	GREENVILLE	SC	29611	GREENVILLE	33,600.00	33,600.00	305.34	10.420	180	0.7000
303635	BLLN	STACHLER	DUANE	20895 NORWOOD	HARPER WOODS	MI	48225	WAYNE	80,750.00	80,750.00	738.05	10.490	180	0.8500
303636	FR	BOUDIN	PATRICK G	219 HELEN STREET	LAKE CHARLES	LA	70601	CALCASIEU	25,600.00	25,600.00	284.09	10.570	180	0.8000
303637	BLLN	COLTRAIN	THOMASW	5112 SOUTH OAKES STR	TACOMA	WA	98409	PIERCE	78,750.00	78,750.00	784.87	11.250	180	0.7500
303638	BLLN	MINOR	LAWRENCE	5500 FISHER FERRY RD	VICKSBURG	MS	39180	WARREN	51,750.00	51,750.00	551.90	12.490	180	0.7500
303639	FR	AUSTIN	MARK W	1643 SO. DREXEL AVE.	INDIANAPOLIS	IN	46203	MARION	45,815.00	45,815.00	411.91	10.290	360	0.8500
303640	FR	MCKEE	STEVEN G	580 NEWCASTLE DRIVE	ROSELLE	IL	60175	DUPAGE	188,700.00	188,700.00	1,688.54	10.090	360	0.8500
303643	FR	RILEY	PATRICIA	89 POSTEN STREET	MAURY CITY	TN	38050	CROCKETT	27,136.28	27,136.28	297.64	10.320	180	0.6800
303644	FR	MOORE	CLYDE	105 CEDAR LANE	EASLEY	SC	29642	ANDERSON	14,963.63	14,963.63	175.13	11.490	180	0.7825
303645	BLLN	WASHINGTON	LOUISE H	3605 WESTBROOK AVENU	NASHVILLE	TN	37205	DAVIDSON	29,000.00	29,000.00	254.50	10.000	180	0.2762
303648	FR	BERENQUER	SHERRY D	3743 N. RURAL STREET	INDIANAPOLIS	IN	46218	MARION	39,987.21	39,987.21	396.12	11.500	180	0.8000
303648	FR	ONR	CESAR	7083 HEARDSVILLE RD.	CUMMING	GA	30130	FORSYTH	92,000.00	92,000.00	1,101.20	11.950	180	0.5287
303649	FR	ONR	JAMES J	HWY 112 NORTH	ELIZABETH	LA	70638	ALLEN	39,200.00	39,200.00	475.27	13.570	240	0.7000
303650	FR	KENNERSON	IRAB B.	832 E. LEO STREET	OPELOUSAS	LA	70570	Saint Landry	29,250.00	29,250.00	428.35	12.570	120	0.7500
303652	FR	HICKS	HERMAN	6460 LYNDON B JOHNSO	JACKSON	MS	39213	HINDS	40,000.00	40,000.00	468.55	11.990	180	0.8000
303654	BLLN	DAVENPORT	LONNEL T	7008 WHITNEY AVENUE	SHERRODSVILLE	OH	44675	CARROLL	128,000.00	128,000.00	1,315.64	10.100	360	0.7800
303656	FR	BUCKEY	DANIEL B	7 ELM STREET	HOUMA	LA	70363	TERREBONNE	48,728.89	48,000.00	431.42	10.990	180	0.7869
303657	FR	SEAT	JESSIE	237 ST. PIUS STREET	EAST RIDGE	TN	37412	HAMILTON	19,500.00	19,500.00	165.39	9.600	360	0.3899
303658	FR	FRANK	LANNY W	4305 GREENBRIAR ROAD	ROYAL OAK	MI	48073	OAKLAND	20,000.00	20,000.00	263.00	13.750	180	0.2899
303659	FR	MOSS	SYLVIA	1022 WHITCOMB	BALTIMORE	MD	21229	BALTIMORE CITY	48,000.00	48,000.00	424.79	11.000	360	0.8000
303662	BLLN	PINDER	MELVINA C	4323 CEDERGARDEN RD.	NASHVILLE	TN	37217	Davidson	123,960.00	123,960.00	1,185.19	11.050	180	0.8000
303663	FR	MCGUIRE	DEREK	2449 RAVINE DR.	UNIONTOWN	OH	42461	UNION	31,875.00	31,875.00	379.13	13.250	240	0.7500
303664	FR	ALI	HENRY K.	19700 MAYFAIR AVENUE	WARRENSVILLE HEIGHTS	OH	44128	CUYAHOGA	68,000.00	68,000.00	559.42	9.250	360	0.8047
303665	BLLN	WILLET	HELEN	1213 S. MANOVER ST.	BALTIMORE	MD	21230	BALTIMORE CITY	69,260.00	69,260.00	660.63	11.020	180	0.8446

Loan No.	Am. Term	Sales Amt	Acct. Val	QData	First Pmt	Matur Date	Nat. Pmt. 31	Prop. Type	Units	Occur	Len	Lien Bal	Pymt	Grade
303587	120	0.00	43000.00	12/26/95	02/01/96	01/01/06	02/01/96	1	1	1	18	0.00	3	A
303588	360	0.00	76700.00	12/19/95	02/01/96	01/01/11	02/01/96	6	4	3	18	0.00	4	A
303589	360	0.00	23500.00	12/19/95	02/01/96	01/01/11	02/01/96	1	1	3	18	0.00	3	A
303590	180	0.00	51000.00	12/19/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	B
303592	360	0.00	90500.00	12/26/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	A
303594	360	0.00	76000.00	12/21/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	A
303595	360	0.00	50000.00	12/20/95	02/01/96	01/01/11	02/01/96	8	1	1	18	0.00	3	C
303596	360	0.00	40000.00	12/20/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	2	C
303597	360	0.00	84000.00	12/20/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	2	B
303598	180	0.00	66500.00	12/22/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	C
303599	360	0.00	82500.00	12/20/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	C
303600	360	239585.00	240000.00	12/20/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	1	B
303603	360	0.00	300000.00	12/19/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	B
303604	360	0.00	91000.00	12/21/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	A
303605	360	0.00	65000.00	12/20/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303606	180	0.00	160000.00	12/22/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	A
303607	360	0.00	59000.00	12/20/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	A
303608	360	0.00	88000.00	12/21/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	A
303609	180	0.00	80000.00	12/20/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	B
303610	360	0.00	35000.00	12/21/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	C
303614	180	0.00	85000.00	12/21/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303615	360	0.00	33500.00	12/21/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303616	180	0.00	45000.00	12/20/95	02/01/96	01/01/11	02/01/96	8	1	1	18	0.00	4	C
303617	180	0.00	37000.00	12/20/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	C
303618	360	0.00	72000.00	12/20/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303619	240	0.00	55000.00	12/20/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303620	180	0.00	60000.00	12/22/95	02/01/96	01/01/11	02/01/96	1	1	3	18	0.00	4	C
303622	360	0.00	48000.00	12/20/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303624	360	0.00	83000.00	12/20/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303625	360	0.00	78500.00	12/20/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	A
303626	360	0.00	39000.00	12/21/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303627	360	0.00	101000.00	12/20/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303628	360	0.00	125000.00	12/22/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303630	180	0.00	61500.00	12/20/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303632	360	0.00	48000.00	12/20/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	C
303634	360	0.00	95000.00	12/21/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303635	360	0.00	32000.00	12/21/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	A
303636	180	0.00	105000.00	12/20/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	C
303637	360	0.00	53900.00	12/21/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	C
303638	360	0.00	222000.00	12/21/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	C
303639	360	53900.00	53900.00	12/20/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	1	A
303640	360	0.00	40000.00	12/21/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303643	180	0.00	105000.00	12/21/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303645	360	0.00	80000.00	12/21/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303646	360	0.00	50000.00	12/21/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	2	A
303648	180	0.00	174000.00	12/21/95	02/01/96	01/01/11	02/01/96	1	1	3	18	0.00	3	B
303649	240	0.00	56000.00	12/21/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303650	120	0.00	39000.00	12/21/95	02/01/96	01/01/06	02/01/96	1	1	1	18	0.00	3	C
303652	180	0.00	50000.00	12/21/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	C
303654	360	0.00	160000.00	12/21/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	B
303655	360	0.00	65000.00	12/22/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303656	180	0.00	61000.00	12/21/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	B
303657	360	0.00	49000.00	12/21/95	02/01/96	01/01/11	02/01/96	1	1	3	18	0.00	4	A
303658	180	0.00	69000.00	12/21/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	A
303659	360	0.00	64000.00	12/22/95	02/01/96	01/01/11	02/01/96	2	1	1	18	0.00	4	A
303662	360	154950.00	154950.00	12/21/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	1	B
303663	240	0.00	42500.00	12/22/95	02/01/96	01/01/11	02/01/96	8	1	1	18	0.00	4	B
303664	360	0.00	84500.00	12/22/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	A
303665	360	0.00	82000.00	12/22/95	02/01/96	01/01/11	02/01/96	2	2	1	18	0.00	4	B

Loan No.	Type	Lastname	Firstname	Address	City	ST	Zip	County	Orig Bal	UPB 31	PA	Rate	Term	CLTY
303666	FR	DAYTON	CLYDE W	14652 HATFIELD ROAD	RITTMAN	OH	44270	WAYNE	90,000.00	90,000.00	801.81	10.180	360	0.7895
303667	BLLN	SAYLOR	EARL E.	3755 MATLAND STREET	HOBART	IN	46342	LAKE	41,250.00	41,250.00	472.48	13.500	180	0.7500
303669	BLLN	ROBERTSON	LINDA K C	2325 RAVENWOOD	YPSILANTI	MI	48197	WASHTENAW	29,000.00	29,000.00	292.73	11.750	180	0.5088
303670	BLLN	PAYNE	JOSEPH L	1001 INNESFALLEN AVE	SPRINGFIELD	OH	45506	CLARK	21,780.00	21,780.00	253.41	13.750	180	0.6000
303671	BLLN	WEIST	DONALD	303 S. LANGFORD	PATOKA	IN	47666	GIBSON	42,000.00	42,000.00	423.95	11.750	180	0.7925
303672	BLLN	LANGLOIS, II	DANIEL J	221 N. SIXTH STREET	MADISON	WI	53704	DANE	56,400.00	56,400.00	682.58	14.320	180	0.6000
303673	BLLN	WRIGHT	WILLIAM D	244 COOKS ROAD	MT. JULIET	TN	37122	WILSON	127,600.00	127,600.00	1,081.40	9.600	360	0.8000
303674	FR	COOK	WILLIS M	3401 REDDY BRANCH RD	FAYETTEVILLE	NC	28301	CUMBERLAND	57,600.00	57,600.00	594.15	10.990	240	0.8000
303675	FR	BATTLE	GARY D.	312 NORTH ELM ST.	TROY	OH	45373	MIAMI	56,000.00	56,000.00	505.98	10.350	360	0.8000
303676	BLLN	BOSTIC	JAMES M	4445 MASSACHUSETTS	GARY	OH	46409	Lake	50,400.00	50,400.00	470.47	10.750	180	0.8000
303677	BLLN	DAVIS	LEROY	200 PEPPER ST.	HAMPTON	SC	29924	Hampton	24,750.00	24,750.00	289.13	11.500	180	0.7500
303680	FR	HUSSONG	RONALD A	1605 SOUTH J STREET	ELWOOD	IN	46036	Madison	44,884.25	44,884.25	461.08	9.250	180	0.8000
303682	FR	PATTERSON	MARK E.	1905 TYSON STREET	JACKSON	MI	49201	JACKSON	25,000.00	25,000.00	281.02	10.800	180	0.6250
303683	FR	BAILEY	SANDRA J	5 HILLCREST DRIVE	YORK	SC	29745	YORK	116,450.00	116,450.00	991.94	9.650	360	0.8500
303684	FR	ROBERTS	VIOLA M	819 WARNEK ROAD	MICHIGAN CITY	IN	46360	LAPORTE	51,200.00	51,200.00	565.96	10.500	180	0.8000
303685	FR	MAYS	JAMES R	2208 EAST DUDLEY	INDIANAPOLIS	IN	46227	MARION	74,700.00	74,700.00	622.68	9.400	360	0.9000
303686	BLLN	KEATON	EDWARD S	161 W. STRAUB ROAD	MANSFIELD	OH	44907	RICHLAND	85,000.00	85,000.00	777.53	10.260	360	0.8500
303687	FR	DUKE	RICHARD T	7463 CENTER ROAD	VALLEY CITY	OH	44280	MEDINA	103,200.00	103,200.00	826.54	10.260	360	0.7938
303688	FR	CAMPBELL	DAVID J	1175 WILLOWOOD TRACE	LITHONIA	GA	30058	DE KALB	133,613.50	133,613.50	1,257.37	10.850	360	0.8500
303690	FR	MEYER	EMORY LEA	5240 MILLER ROAD	RUSSIA	OH	45363	SHELBY	99,400.00	99,400.00	1,086.26	12.240	180	0.7000
303692	FR	GRAVES JR.	FRANKIE L	2105 CRANE STREET	SHELBY	LA	70460	SAINT TAMMANY	67,200.00	67,200.00	658.82	11.370	360	0.8000
303693	FR	SMITH	JAMES C	303 E. ROSS GROVE R	WESTLAND	MI	48185	WAYNE	72,000.00	72,000.00	705.88	12.400	360	0.8000
303695	FR	ROWLEY	WILLIAM S	33316 JOY ROAD	KINGS MOUNTAIN	NC	28150	CLEVELAND	123,834.41	123,834.41	1,029.12	9.350	360	0.8000
303696	FR	STOVER	MICHAEL R	1108 ROLLINGBROOK CT	WESTLAKE	OH	44145	CUYAHOGA	75,870.00	75,870.00	683.79	9.000	240	0.8000
303697	FR	GALLUP	WAYNE B.	2083 ARTHUR AVENUE	MANSFIELD	OH	44903	RICHLAND	42,000.00	42,000.00	419.13	11.600	360	0.7192
303698	FR	J STUART	MARGARET S	2181 STATE ROUTE 430	CONNEAUT	OH	44030	ASHTABULA	31,876.00	31,876.00	384.50	11.110	180	0.7600
303699	FR	WARNER	TIMOTHY S	R UTE 6, BOX 368.	WHITEVILLE	NC	28472	Columbus	87,000.00	87,000.00	802.33	10.600	360	0.7699
303700	FR	WALTERS	JAMES BA	5291 BLUE ASH ROAD	COLUMBUS	OH	43229	FRANKLIN	52,500.00	52,500.00	534.77	11.770	360	0.7500
303702	FR	JONES	KARL M.	8344 NORTH M-52	HENDERSON	MI	48841	SHIAWASSEE	41,040.00	41,040.00	430.69	12.270	180	0.7200
303704	FR	HENBREE	JIMMY RA	R UTE 1 BOX 215	UNION MILLS	NC	28167	RUTHERFORD	22,150.00	22,150.00	302.61	10.800	120	0.5679
303706	BLLN	FORNEY	JOHNNY	401 AMBER STREET	KINGSFORD	TN	37660	SULLIVAN	21,000.00	21,000.00	302.61	11.250	180	0.4286
303707	FR	GREER	WILLIAM S	8216 BELLEVUE	SORRENTO	LA	70778	ASCENSION	111,000.00	111,000.00	1,172.52	9.700	180	0.6981
303708	FR	TEMPLET	TERRY P	7870 AUBURN ROAD	PAINESVILLE	OH	44048	ASTABULA	34,400.00	34,400.00	366.51	9.850	180	0.6880
303709	FR	KORLEY	RICHARD	3162 EAST MAIN STREET	KINGSVILLE	OH	44460	Columbiana	45,600.00	45,600.00	553.16	12.200	180	0.8000
303714	FR	COFFMAN	SAHUEL W	1180 ELBERON AVE	SALEM	OH	44325	Laurens	85,800.00	85,800.00	773.43	10.350	360	0.8917
303716	BLLN	MARKOVICH	RUTH A.	814 E. CAROLINA AVE	CLINTON	SC	29325	Laurens	65,110.00	65,110.00	641.80	11.440	180	0.7484
303718	FR	BARRINGTON	JAYSON P	2378 WEST LOY ROAD	NEW MARKET	TN	37820	JEFFERSON	73,480.93	73,480.93	665.90	9.080	240	0.8177
303719	FR	EMERY	MARK F	139 BORTON AVE.	AKRON	OH	44302	Summitt	176,000.00	176,000.00	1,565.38	10.160	180	0.8000
303720	BLLN	PERRY	EDDIE W	152 SHADOW RIDGE DR	AKRON	OH	44307	Summitt	36,750.00	36,750.00	423.95	11.270	180	0.7500
303721	FR	WALTERS	LARRY	8274 HAM ROAD	GRAHAM	MS	39307	LAUDERDALE	55,500.00	55,500.00	1,152.90	9.890	360	0.8500
303722	FR	ROBINSON	JAMES	5310 SALEM RD.	LITHONIA	GA	30038	De Kalb	93,500.00	93,500.00	584.05	9.350	360	0.8000
303723	FR	SCALES	JOSEPH W	4964 HIPP STREET	DEARBORN HEIGHTS	MI	48125	WAYNE	57,600.00	57,600.00	584.05	10.450	180	0.8000
303724	FR	EDDING	GERALDINE	767 CRESTVIEW AVE.	AKRON	OH	44320	SUMMIT	43,970.00	43,970.00	484.68	10.450	180	0.8000
303725	FR	WALKER	RICHARD A	1620 FLAT ROCK ROAD	LANDIS	NC	28088	DAVIDSON	47,600.00	47,600.00	504.69	12.410	180	0.6103
303726	FR	HOLT	SHELVEE P	1116 BEVERLY DRIVE	RALEIGH	NC	27610	WAKE	47,600.00	47,600.00	504.69	12.410	180	0.6103
303729	BLLN	WILSON	LENA L.	3404 NORTH AVON AVE.	TAMPA	FL	33603	HILLSBOROUGH	42,400.00	42,400.00	382.73	9.700	180	0.8000
303730	FR	SMILEY, III	ROBERT K	2621 LEGGETT ROAD	ROCKY MOUNT	NC	27801	EDGEcombe	44,200.00	44,200.00	442.77	11.650	360	0.7764
303732	FR	WILSON	MONNIE J	1713 LAWTON AVENUE	MACON	GA	31201	BIIBB	36,750.00	36,750.00	356.94	11.250	180	0.7500
303733	FR	BRABHAM, III	SOFOKLIS	4277 VALLEY ROAD	CLEVELAND	OH	44109	CUYAHOGA	62,000.00	62,000.00	836.12	14.250	180	0.7848
303735	FR	SALAMALENIS	BILLY R	30 GOSNELL AVENUE	INNAN	SC	29349	Spartanburg	34,650.00	34,650.00	371.69	12.570	180	0.5500
303736	BLLN	BATEMAN	TERRY L	7716 HIGHWAY 25 SOUT	FULTON	MS	38843	ITAWAMBA	39,980.00	39,980.00	461.21	11.270	180	0.7996
303737	FR	MITCHELL	RAYMOND	1406 GUM COVE ROAD	VINTON	LA	70668	CALCASIEU	31,025.00	31,025.00	324.91	9.550	180	0.8500
303738	FR	TRAHAN	TERRY L	H 34 EAST	WILSON	SC	29130	FAIRFIELD	29,150.00	29,150.00	29,150.00	12.070	120	0.7997
303739	FR	ROBERTSON	SADIE S.	6949 MAYVILLE ROAD	RIDGEWAY	MI	48453	Sanilac	80,000.00	80,000.00	850.70	12.450	180	0.8667
303740	BLLN	MCNETT	MORRIS	519 ALBANY STREET	MARLETTE	NC	28301	CUMBERLAND	34,500.00	34,500.00	403.03	11.500	180	0.7500
303743	FR	CONDON	ARCHIE W	6949 MAYVILLE ROAD	FAYETTEVILLE	NC	28301	CUMBERLAND	34,500.00	34,500.00	403.03	11.500	180	0.7500
303744	FR	MCNEALD	FAUSTO T	24552 CAMBRIDGE	WOODHAVEN	MI	48183	WAYNE	104,000.00	104,000.00	1,111.24	9.900	180	0.8000
303745	FR	ANTARAN	GEORGE C	801 KINLOCK COURT	COLUMBIA	SC	29223	RICHLAND	32,500.00	32,500.00	364.31	10.750	180	0.8494
303746	FR	JUNE	JOSEPH D	3705 HIGHWAY 70 E	CEAR GROVE	NC	28321	CARROLL	46,875.00	46,875.00	486.58	10.750	180	0.7500
303747	FR	EDDINS	MARGARET	2185 PENNSYLVANIA	MEMPHIS	TN	38109	Shelby	30,400.00	30,400.00	295.73	11.270	360	0.8000

Loan No.	Am. Term	Sales Amt	Asset Val	CD Date	Est. Pmt	Matur. Date	Nxt Pmt 31	Pmt Type	Units	Occur	Len	Len Bal	Pmt	Grade
303666	360	0.00	114000.00	12/22/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	A
303667	360	0.00	56000.00	12/28/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	C
303668	360	0.00	57000.00	12/28/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	C
303670	360	0.00	36250.00	12/22/95	02/01/96	01/01/11	02/01/96	1	1	3	18	0.00	3	C
303671	360	0.00	53000.00	12/26/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	A
303672	360	0.00	94000.00	12/22/95	02/01/96	01/01/11	02/01/96	2	2	3	18	0.00	3	C
303674	360	0.00	150000.00	12/22/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	4	B
303675	240	0.00	72000.00	12/26/95	02/01/96	01/01/16	02/01/96	8	1	1	18	0.00	4	B
303676	360	0.00	70000.00	12/22/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	4	A
303677	360	0.00	63000.00	12/22/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	2	B
303679	180	0.00	33000.00	12/22/95	02/01/96	01/01/11	02/01/96	8	1	1	18	0.00	3	B
303680	180	0.00	56000.00	12/26/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303682	180	0.00	40000.00	12/26/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303683	360	0.00	137000.00	12/22/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	4	A
303684	180	0.00	64000.00	12/22/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303685	360	0.00	83000.00	12/22/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	4	A
303686	360	0.00	100000.00	12/23/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303687	360	130000.00	130000.00	12/22/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	1	A
303688	360	157200.00	157200.00	12/22/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	1	B
303689	360	0.00	142000.00	12/27/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	C
303692	180	0.00	58000.00	12/22/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	C
303693	360	0.00	84000.00	12/26/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	4	B
303695	360	0.00	90000.00	12/27/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	B
303696	360	0.00	88500.00	12/27/95	02/01/96	01/01/26	02/01/96	8	1	1	18	0.00	4	B
303697	360	0.00	155000.00	12/27/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	A
303698	240	0.00	95000.00	12/23/95	02/01/96	01/01/16	02/01/96	1	1	1	18	0.00	4	A
303699	360	0.00	58400.00	12/27/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	B
303702	180	0.00	42500.00	12/23/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303704	360	0.00	113000.00	12/23/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	B
303705	360	0.00	70000.00	12/28/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	B
303706	360	0.00	57000.00	12/27/95	02/01/96	01/01/11	02/01/96	8	1	1	18	0.00	4	B
303707	120	0.00	39000.00	12/27/95	02/01/96	01/01/06	02/01/96	1	1	1	18	0.00	4	A
303708	180	0.00	49000.00	12/27/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303709	180	0.00	159000.00	12/27/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303714	180	0.00	50000.00	12/28/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303715	180	0.00	57000.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303716	360	0.00	96000.00	12/28/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	A
303718	360	0.00	87000.00	12/28/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303719	240	0.00	90000.00	12/28/95	02/01/96	01/01/16	02/01/96	1	1	1	18	0.00	3	A
303720	360	0.00	220000.00	12/28/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303721	180	0.00	49000.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	B
303722	360	156000.00	156000.00	12/28/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	1	A
303723	360	0.00	74000.00	12/28/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	B
303724	360	0.00	72000.00	12/28/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	A
303725	180	0.00	84000.00	12/28/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	B
303727	360	0.00	58000.00	12/28/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	C
303729	180	0.00	78000.00	12/28/95	02/01/96	01/01/11	02/01/96	1	1	3	18	0.00	3	A
303730	360	0.00	53000.00	12/28/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	B
303733	360	0.00	57000.00	12/28/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	C
303734	360	0.00	49000.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303735	180	0.00	79000.00	01/02/96	02/01/96	01/01/11	02/01/96	2	2	1	18	0.00	3	B
303736	360	0.00	63000.00	12/28/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	C
303737	180	0.00	50000.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	B
303738	180	0.00	36500.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	A
303739	120	0.00	47500.00	12/29/95	02/01/96	01/01/06	02/01/96	1	1	1	18	0.00	4	A
303740	360	0.00	120000.00	01/02/96	02/01/96	01/01/11	02/01/96	8	1	1	38	8834.00	3	A
303743	180	0.00	46000.00	01/02/96	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303744	180	0.00	130000.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303745	180	0.00	150000.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303746	180	0.00	62500.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	94915.00	3	A
303747	360	0.00	38000.00	12/29/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	B

Loan No.	Type	Lastname	Firstname	Address	City	SI	Zip	County	Orig Bal	UPB.31	Paid	Rate	Term	CLTY
303749	FR	KELLY	ERNEST	9410 TANK ROAD	TERRY	MS	39170	Hinds	28,500.00	28,500.00	324.83	11.050	180	0.4385
303754	FR	J WASHBURN	KATHERINE	14852 DRY GROVE RD.	RAYMOND	MS	39154	Hinds	42,500.00	42,500.00	478.28	10.820	180	0.5903
303755	FR	NEWCOMB	EDWARD A	6110 CEDARWOOD DRIVE	EASTON	MS	39154	TALBOT	104,000.00	104,000.00	952.50	8.250	240	0.7879
303756	FR	CHARLES	WILLIE J	3101 MANADIR ROAD	DURHAM	NC	27703	DURHAM	113,955.86	113,955.86	1,051.34	10.600	360	0.8451
303757	FR	WILLIAM M	JOHN K	627 SQUIRREL DRIVE	ANNAPOLIS	MD	21401	ANNE ARUNDEL	152,150.00	152,150.00	1,290.48	9.600	380	0.8500
303759	BLLN	WEILAND	JOHN K	12348 SQUIRREL TREE L	BELVIDERE	IL	61008	BOONE	208,000.00	208,000.00	1,761.13	9.580	180	0.8000
303760	FR	BRONNER	ALBERT T	3833 GARDNER LANE	CINCINNATI	OH	45243	CLERMONT	46,800.00	46,800.00	628.63	9.250	240	0.7200
303761	BLLN	DOUCETTE	DENNIS L	58435 LYNN ROAD	SLIDELL	LA	70460	SAINT TAMMANY	75,650.00	75,650.00	691.43	10.490	180	0.8500
303762	FR	BARNES	JAMES B	955 EASTERN	INDIANAPOLIS	IN	46201	Marion	41,600.00	41,600.00	479.38	11.250	180	0.8000
303763	FR	CAIN	ROBLE	2152 CAMP GROUND RD	ATLANTA	GA	30231	Fulton	58,000.00	58,000.00	570.83	11.420	360	0.8000
303764	FR	PELIER	ROBERT	829 HEATHERMOOR COU	CHARLOTTE	NC	28209	MECKLENBURG	112,200.00	112,200.00	1,013.78	10.350	360	0.8500
303765	BLLN	SBRIVA	KURT L	8022 MACEDONIA ROAD	OWENSBORO	KY	42303	DAVIESS	67,500.00	67,500.00	614.93	10.450	180	0.7600
303766	FR	DEVINE	JOYCE	6411 ABRAHAM LINCOLN	JACKSON	MS	39213	HINDS	40,000.00	40,000.00	401.23	10.570	240	0.8000
303767	FR	NEWSOME	TIMOTHY A	ROUTE 6 BOX 623 KITCH	MACON	GA	31201	TWIGGS	32,550.00	32,550.00	435.23	14.080	180	0.6447
303768	BLLN	MILLER	BARBARA R	408 MICHIGAN STREET	GREENFIELD	IN	46140	HANCOCK	49,000.00	49,000.00	538.58	12.910	180	0.8447
303769	FR	SNEED	ROBERT T	2129 MOUNT HOLLY ST.	BALTIMORE	MD	21216	BALTIMORE CITY	38,400.00	38,400.00	394.79	10.940	240	0.8000
303770	BLLN	GUNTER	GLENN T	101 TAYLOR STREET	GILBERT	SC	29054	LEXINGTON	48,000.00	48,000.00	430.13	10.250	180	0.8000
303772	FR	LEE	ROBERT T	513 N CAROLINA AVE	COCOA	FL	32322	BREVARD	41,000.00	40,952.63	423.20	11.000	240	0.8387
303773	FR	DAVIS	ARLENE F	6453 FAIRLAWN AVENUE	BALTIMORE	MD	21216	BALTIMORE CITY	48,800.00	48,800.00	454.07	10.710	360	0.8000
303774	BLLN	CHISHOLM	JACQUELIN	20036 LINDSAY	DETROIT	MI	48235	WAYNE	16,800.00	16,800.00	172.81	12.000	180	0.6000
303775	BLLN	CHISHOLM	GLYNN	28130 TAVISTOCK	SOUTHFIELD	MI	48034	Oakland	157,500.00	157,500.00	1,599.48	11.830	180	0.7600
303776	FR	JUSTICE	JOHN	429 N. JACKSON ST.	SPRINGFIELD	OH	45504	Clark	30,000.00	30,000.00	306.59	11.870	360	0.7600
303777	FR	GLASER	ANGIE	807 NO. CONGRESS ST.	YORK	SC	29745	York	70,000.00	70,000.00	674.57	11.150	360	0.6303
303778	FR	ZIMMER	PAMELA A	400 E. LISBON ST.	WAYNESBURG	OH	44688	Stark	43,600.00	43,600.00	408.69	9.580	240	0.8000
303779	FR	MAYS	WALTER L	1414 BLUEGRASS ROAD	NOLANSVILLE	TN	37135	WILLIAMSON	113,050.00	113,050.00	1,249.85	10.500	180	0.8000
303780	FR	CRYSTIAN	CURTIS L	10415 ROSEWOOD AVE	EVERETT	WA	98204	Snohomish	108,250.00	108,250.00	851.60	8.750	180	0.8327
303781	FR	LAWS	THEODORE	1416 VINE STREET	PORT GIBSON	MS	39150	CLAIBORNE	25,800.00	25,800.00	290.33	10.820	180	0.8000
303782	BLLN	DURHAM	BILLY	182 ROSSTOWN ROAD	RICHMOND	KY	40475	Madison	37,460.48	37,460.48	404.83	11.690	240	0.7630
303783	BLLN	HOLLIS	DANNY W	2405 ELLIOTT DRIVE	OLD HICKORY	TN	37138	DAVIDSON	31,500.00	31,500.00	330.08	12.250	180	0.7600
303784	FR	WALTERS	ELLA	80X 180 HOLLIS ST.	BARGERSVILLE	GA	31631	HARRIS	40,000.00	40,000.00	384.68	9.950	240	0.7844
303785	FR	SHELTON	DAVID E	1720 N. RD 450 WEST	CONNELLY SPRINGS	NC	28612	BURKE	75,804.00	75,804.00	1,035.58	13.490	180	0.7344
303786	BLLN	KLOBER	KIM R F	3202 LAIL STREET	CORNYELL	NY	12508	HENDERSON	18,000.00	17,918.00	174.14	11.200	180	0.2647
303787	FR	GRAY	CHRISTOP	808 N MAIN STREET	SPRINGFIELD	OH	42406	HENDERSON	34,800.00	34,800.00	416.85	11.910	180	0.7500
303788	BLLN	GRAY	LORENZA	13809 THORNHURST AVE.	GARFIELD HEIGHTS	TN	37172	ROBERTSON	194,260.00	194,260.00	1,782.97	10.610	180	0.7929
303789	BLLN	PARKER	GERALD L	2521 GRISWOLD STREET	PORT HURON	MI	48105	CUYAHOGA	30,000.00	30,000.00	288.51	9.950	240	0.6000
303790	BLLN	MCMARY	ANNE	168 N CHURCH STREET	MADISONVILLE	MI	48060	ST. CLAIR	32,000.00	32,000.00	315.87	11.450	180	0.7529
303791	BLLN	FERRELL	LOUIS H.	11304 DURANT & 905 LA	CLEVELAND	OH	42431	HOPKINS	15,000.00	15,000.00	237.43	14.500	120	0.6276
303792	FR	JONES	DANIEL E	7236 JULIA AVENUE	OWENSBORO	KY	42301	DAVIESS	35,000.00	35,000.00	322.60	10.250	180	0.7500
303793	FR	BURRIS	DELBERT L	208 RIVER VILLAGE D	DESTREHAN	LA	70047	ST CHARLES PARISH	13,900.00	13,900.00	427.44	10.860	180	0.7896
303794	FR	NATVIK	PETER	8780 MONTEREY HWY	MONTEREY	CA	93947	San Luis Obispo	25,650.00	25,650.00	320.97	10.740	180	0.7539
303795	FR	MCMILLEN, JR	KATHY	5154 WORCHESTER DR.	SWARTZ CREEK	MI	38574	Puham	28,650.00	28,650.00	631.60	10.850	360	0.8000
303796	FR	ATKINSON, JR	LONNIE	1151 CADILLAC BLVD.	AKRON	OH	44320	Summit	44,000.00	44,000.00	357.20	9.100	360	0.5641
303797	FR	MCKINLEY	MARY	3336 PERCY PRIEST DR	NASHVILLE	TN	37214	DAVIDSON	60,000.00	60,000.00	605.65	11.750	180	0.7229
303798	FR	LOCKHART	VICTOR F	6595 BARTON ROAD	NORTH OLMSTED	OH	44070	CUYAHOGA	45,895.97	45,895.97	514.20	10.700	180	0.5935
303799	FR	LAMMI	JOHN F	7699 N. GOLF COURSE	DENVER	NC	28037	LINCOLN	136,000.00	136,000.00	1,286.95	10.920	360	0.8500
303800	FR	LEMLEY	GEORGE F	20004 ST. FRANCIS	LIVONIA	MI	48152	WAYNE	61,500.00	61,500.00	616.08	11.850	360	0.8200
303801	FR	STUBBS	DOROTHY M	1315 CRANE STREET	ROME	GA	30161	Floyd	28,000.00	28,000.00	281.00	9.500	240	0.7977
303802	FR	KYTE	TERRY J.	306 LAUREL LAND ROA	BRISTOL	TN	37620	SULLIVAN	40,000.00	40,000.00	412.60	10.890	240	0.5755
303803	FR	CRUTE	INDIANA	2449 MCCULLOH STREET	BALTIMORE	MD	21217	BALTIMORE CITY	45,000.00	45,000.00	489.08	10.200	180	0.7500
303804	FR	MAUZY	TODD K.	1817 SUNSET DRIVE	WARSAW	IN	46580	KOSCIUSKO	13,000.00	13,000.00	150.00	12.750	240	0.7540
303805	FR	COON	WESLEY WILLIAM	H. C BOX 558	JENA	LA	71342	LASALLE	13,625.00	13,625.00	304.48	12.200	60	0.6450
303806	BLLN	TAYLOR	WESLEY WILLIAM	208 TIMBERLINE COURT	FRANKLIN	TN	37064	WILLIAMSON	280,000.00	280,000.00	2,772.82	11.500	180	0.8000
303807	FR	DAVIS	EARNESTIN	4553 W HURON	CHICAGO	IL	60644	Cook	26,800.00	26,800.00	240.16	10.250	180	0.2851
303808	BLLN	JAMES	MICHICO	23851 MARLOW	OAK PARK	IN	46044	Cook	80,000.00	80,000.00	782.23	11.500	180	0.8000
303809	FR	JONES	CHARLES R	8359 ALBERT DRIVE	WADESVILLE	IN	46237	OAKLAND	126,000.00	126,000.00	1,573.53	12.750	180	0.8129
303810	FR	ROBINSON	ALICE S.	406 IROQUOIS TRAIL	SHREVEPORT	LA	70568	MACOMB	30,200.00	30,200.00	342.12	10.940	180	0.7947
303811	FR	SHEVSKY	JOHN T.	39138 EASTRIDGE	CLINTON TOWNSHIP	MI	48038	MACOMB	70,000.00	70,000.00	936.46	14.090	180	0.4930
303812	BLLN	GRIFFITH	PATRICK	R BOX 393	VILLE PLATTE	LA	70586	EVANGELINE	20,300.00	20,300.00	228.53	13.250	180	0.7000
303813	FR	MARTIN	GEORGE	479 FOREST HILL DR	AUSTINTOWN	OH	44515	Mahoning	34,450.00	34,450.00	435.86	13.000	180	0.6500
303814	FR	PICKENS	CURTIS	23409 VASSAR	HAZEL PARK	OH	48030	Oakland	48,000.00	48,000.00	415.92	9.850	360	0.8276

Loan No.	Am Term	Salv. Amt	Assoc Val	Q Date	First Pmt	Matur Date	Next Pmt 31	Prop Type	Units	Occur	Len	Loan Bal	Pym	Grade
303749	180	0.00	65000.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303754	180	0.00	72000.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303755	240	0.00	132000.00	12/29/95	02/01/96	01/01/16	02/01/96	1	1	1	18	0.00	3	A
303756	360	134900.00	135000.00	12/29/95	02/01/96	01/01/26	03/01/96	1	1	1	18	0.00	1	A
303757	360	0.00	179000.00	12/29/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	A
303758	360	0.00	260000.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303759	360	0.00	65000.00	12/29/95	02/01/96	01/01/16	02/01/96	1	1	1	18	0.00	3	A
303760	240	0.00	89000.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	A
303761	360	0.00	52000.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	A
303762	180	0.00	725000.00	12/29/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	4	A
303763	360	0.00	132000.00	12/29/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	4	A
303764	360	90000.00	90000.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	A
303765	360	0.00	60000.00	12/29/95	02/01/96	01/01/16	02/01/96	1	1	1	18	0.00	1	B
303766	240	0.00	54250.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303767	180	0.00	76000.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	C
303768	360	0.00	48000.00	12/29/95	02/01/96	01/01/16	02/01/96	1	1	1	18	0.00	1	C
303769	240	0.00	60000.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	B
303770	360	0.00	49000.00	12/29/95	02/01/96	01/01/16	02/01/96	1	1	1	18	0.00	3	A
303771	240	0.00	61000.00	12/29/95	02/01/96	01/01/26	03/01/96	1	1	1	18	0.00	4	A
303772	360	0.00	28000.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303773	360	0.00	210000.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	3	18	0.00	3	A
303774	360	0.00	40000.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	C
303775	360	0.00	132000.00	12/29/95	02/01/96	01/01/26	02/01/96	1	1	3	18	0.00	3	C
303776	360	0.00	54500.00	12/29/95	02/01/96	01/01/16	02/01/96	1	1	1	18	0.00	3	B
303777	360	0.00	132000.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303778	240	0.00	132000.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303779	180	0.00	322600.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	A
303780	360	0.00	49800.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303781	180	0.00	42000.00	12/29/95	02/01/96	01/01/16	03/01/96	1	1	1	18	0.00	3	A
303782	240	0.00	51000.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303783	360	0.00	240000.00	12/29/95	02/01/96	01/01/16	02/01/96	1	1	1	18	0.00	3	C
303784	180	0.00	68000.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	38	96446.00	3	C
303785	360	0.00	46400.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303792	180	0.00	245000.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	C
303793	360	0.00	50000.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	B
303794	240	0.00	42500.00	12/29/95	02/01/96	02/01/16	02/01/96	1	1	1	18	0.00	4	B
303795	360	0.00	23900.00	12/29/95	02/01/96	02/01/11	03/01/96	1	1	1	18	0.00	3	B
303796	120	0.00	48000.00	12/29/95	02/01/96	02/01/16	02/01/96	1	1	1	18	0.00	3	C
303797	360	0.00	47400.00	12/29/95	02/01/96	01/01/11	02/01/96	2	2	3	18	0.00	3	A
303798	180	0.00	96000.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303799	180	0.00	38000.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	38	60734.00	3	A
303800	180	0.00	84000.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	4	A
303801	360	83900.00	78000.00	12/29/95	02/01/96	02/01/26	02/01/96	1	1	1	18	0.00	1	B
303802	360	0.00	83000.00	12/29/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	4	A
303803	360	0.00	77500.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	A
303804	180	0.00	160000.00	12/29/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	B
303805	360	0.00	75000.00	12/29/95	02/01/96	02/01/26	02/01/96	1	1	1	18	0.00	4	A
303806	360	0.00	35100.00	12/29/95	02/01/96	01/01/16	02/01/96	1	1	1	18	0.00	3	A
303807	360	0.00	69500.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	C
303808	240	0.00	60000.00	12/29/95	02/01/96	02/01/11	02/01/96	1	1	1	18	0.00	3	C
303813	240	0.00	100000.00	12/29/95	02/01/96	01/01/16	02/01/96	2	1	1	18	0.00	3	C
303826	180	0.00	25000.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	62400.00	3	C
303835	60	0.00	350000.00	12/29/95	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
303848	360	0.00	115000.00	12/29/95	02/01/96	01/01/11	02/01/96	2	2	1	18	0.00	2	C
303849	360	0.00	94050.00	12/29/95	02/01/96	02/01/11	02/01/96	1	1	1	18	0.00	3	B
303850	360	100000.00	115000.00	12/29/95	02/01/96	02/01/11	02/01/96	1	1	1	18	0.00	3	C
303852	180	0.00	155000.00	12/29/95	02/01/96	02/01/11	02/01/96	1	1	1	18	0.00	3	B
303858	180	0.00	38000.00	12/29/95	02/01/96	02/01/11	02/01/96	1	1	1	18	0.00	4	B
303862	180	0.00	142000.00	12/29/95	02/01/96	02/01/11	02/01/96	1	1	1	18	0.00	3	C
303864	360	0.00	29000.00	12/29/95	02/01/96	02/01/11	02/01/96	1	1	1	18	0.00	2	C
303866	180	0.00	53000.00	12/29/95	02/01/96	02/01/11	02/01/96	1	1	1	18	0.00	4	C
303867	360	0.00	58000.00	12/29/95	02/01/96	01/01/26	02/01/96	1	1	1	18	0.00	3	B

Loan No.	Type	Lastname	Firstname	Address	City	SI	Zip	County	Orig Bal	UPB_31	Pct	Rate	Term	CLTY
303868	FR	MACUIN	BARRY P.	156 PRESQUE ISLE	HOUMA	LA	70363	Terrebonne	84,275.00	84,276.00	805.12	11.040	360	0.6584
303876	BLN	CADELL, JR	JAMES	835 WEST BROAD ST.	ELYRIA	OH	44035	LORAIN	37,500.00	37,500.00	340.51	10.410	180	0.7500
303877	FR	GRABER	BARBARA	10504 KILLIAN ROAD	WOODBURN	IN	46797	ALLEN	31,000.00	31,000.00	336.93	10.200	180	0.6200
303878	BLN	WILLIAMS	DEXTON H	14540 ARLINGTON	DETROIT	MI	48227	WAYNE	61,750.00	61,750.00	599.75	11.250	180	0.7285
303879	FR	HARDY	MORRIS	16671 JONESTOWN CLARE	LYON	MS	39645	COAHOMA	33,830.00	33,830.00	358.38	9.750	180	0.6500
303880	FR	FERTIG	STEVE	7821 STODDARD HAYES	FARMDALE	OH	44417	TRUMBULL	51,800.00	51,800.00	621.69	12.000	180	0.7000
303882	BLN	TRANT	ANH T.	2210 EAST MINNECHAMA	TAMPA	FL	33610	Hillsborough	56,950.00	56,950.00	466.45	9.200	180	0.8500
303884	FR	DENLINGER	RICHARD A	609 SKYVIEW DR.	WEST CARROLLTON	OH	45449	Montgomery	68,000.00	68,000.00	718.86	12.370	360	0.8600
303886	FR	LAFOY	KYLE	7850 DUBUQUE	CLARKSTON	MI	48346	Oakland	76,250.00	76,250.00	685.94	10.100	360	0.8600
303887	FR	LIPPMAN	JOSEPH S	1125 FAIRWAY STREET	ANDERSON	MI	48016	MADISON	27,000.00	27,000.00	368.11	10.750	120	0.8000
303888	FR	DUNNE	HAROLD	18745 PARKWAY	LIVONIA	MI	48152	WAYNE	73,750.00	73,750.00	812.05	12.000	240	0.8129
303889	FR	OAKLEY	VIVIAN	2450 N LASALLE STREE	INDIANAPOLIS	IN	46218	MARION	36,000.00	36,000.00	325.28	10.350	360	0.8000
303890	FR	WRIGHT	VIRGINIA	714 SPRINGFIELD AVE	BALTIMORE	MD	21212	MARION	325.28	325.28	382.14	11.040	360	0.8000
303892	BLN	SPICER	GEORGE L	1091 HIGHWAY 117	WARSAW	NC	28398	DUPLIN	50,400.00	50,400.00	482.64	11.070	180	0.8000
303895	BLN	SHUMPERT	MICHAEL D	1341 E 11TH STREET	CLEVELAND	OH	44106	Cuyahoga	42,400.00	42,400.00	391.34	10.610	180	0.8000
303897	FR	MENDOZA	JESUS V.	6165 ELDRIDGE BOULEV	BEDFORD HEIGHTS	OH	44146	CUYAHOGA	75,000.00	75,000.00	719.35	11.090	360	0.7500
303902	FR	POUSSAN	DONALD R	2244 MILLER AVENUE	WESTLAKE	LA	70669	CALCASIEU	22,000.00	22,000.00	259.81	11.700	180	0.7686
303905	BLN	WOODARD	GERALD	18400 CATHEDRAL	DETROIT	MI	48228	WAYNE	41,250.00	41,250.00	462.76	13.200	180	0.7500
303906	FR	PRINGLE	GEORGE E	19929 COOLEY	DETROIT	MI	48219	WAYNE	45,600.00	45,600.00	455.06	11.600	360	0.8000
303908	FR	JOURNET	LEONARD J	108 HUNTERS LANE	LAFAYETTE	LA	70507	LAFAYETTE	73,000.00	73,000.00	804.68	10.450	180	0.7055
303910	FR	SATTERWHITE	JOHN A	1401 MARLE STREET	COLUMBIA	SC	29205	RICHLAND	114,000.00	114,000.00	1,096.35	9.950	240	0.7500
303911	FR	TUNNER	JOHNN L.	3535 SURREY LANE	COLUMBUS	GA	31906	Muscogee	40,000.00	40,000.00	384.68	9.950	240	0.7000
303918	FR	OWEN	WILLIE	2423 LARK	BATON ROUGE	LA	70807	EAST BATON ROUGE	18,200.00	18,200.00	233.28	13.250	180	0.8000
303922	BLN	GREY	FLORENCE	2510 NEWPORT ROAD	ANN ARBOR	MI	48108	WASHTENAW	50,000.00	50,000.00	442.49	10.100	360	0.4762
303927	FR	SMIT	WILLIAM	33 CHISOLM TRAIL	BALTIMORE	MD	21215	BALTIMORE CITY	48,800.00	48,800.00	552.82	10.940	180	0.8000
303928	BLN	FLOWERS	NIKKI DA	27105 ALGER BLVD.	GREENVILLE	SC	29607	GREENVILLE	148,000.00	148,000.00	1,402.73	10.940	180	0.8000
303930	FR	T JOHNSON	LYNETTE	413 KAHLE STREET	MADISON HEIGHTS	MI	48071	OAKLAND	46,425.00	46,425.00	445.63	11.100	360	0.6907
303932	FR	LAW	FRED RAY	2540 ASHLEY LOOP ROA	WEST MONROE	LA	71291	OUACHITA	67,000.00	67,000.00	746.39	13.100	180	0.7091
303933	FR	CLABOUGH	TERRY	3422 BYFAT MILL ROA	REIDSVILLE	NC	39507	HARRISON	39,000.00	39,000.00	407.81	11.190	240	0.7439
303936	FR	RYALS	BARBARA	3601 BUFFERS DRIVE	KNOXVILLE	TN	37917	KNOX	50,000.00	50,000.00	220.99	13.700	120	0.7692
303939	FR	RICHARDSON	DAVID M.	100 SEGLER ROAD	MONROE	LA	71203	OUACHITA	22,965.00	22,965.00	280.56	13.000	180	0.5341
303940	FR	TAYLOR	MICHAEL	721 SEQUOLA LANE	PELZER	SC	29669	ANDERSON	18,000.00	18,000.00	215.45	11.950	180	0.8171
303941	FR	WILLIAMSON	ALLEN L.	257 MAIN STREET	MANSFIELD	OH	44904	RICHLAND	76,950.00	76,950.00	773.95	10.610	240	0.8016
303942	FR	JOINER	WILLIAM	41446 RIVER ROAD	WILKINSON	IN	46186	HANCOCK	44,000.00	44,000.00	556.71	13.000	180	0.7857
303944	FR	PEARSON	CARL JAM	R E 3 BOX 228	PONCHATOULA	LA	70454	Tangipahoa	49,600.00	49,600.00	484.26	10.200	240	0.7984
303947	FR	HILL	LOUIS N.	3362 FELDHAUSER ROAD	FREDERIC	GA	31740	RANDOLPH	48,000.00	48,000.00	553.73	11.270	180	0.8000
303952	BLN	LOUIS	ROBERT T	1812 FAIR DRIVE	KNOXVILLE	TN	37918	KNOX	54,400.00	54,400.00	489.45	11.500	360	0.7500
303953	FR	ROBERTSON	ROBERT	468 IRWIN	PONTIAC	MI	48341	OAKLAND	32,250.00	32,250.00	365.59	13.350	180	0.8000
303956	BLN	STEWART	WILLIAM	4784 EAST 173RD STRE	CLEVELAND	OH	44128	CUYAHOGA	41,200.00	41,200.00	466.99	10.950	180	0.8000
303962	FR	STANTON	MARK C.	3753 WEST 138TH ST.	CLEVELAND	OH	44111	CUYAHOGA	57,200.00	57,200.00	549.49	11.110	180	0.8000
303964	FR	GARDNER	CONNIE J	1342 EDGEWORTH AVENUE	INDIANAPOLIS	IN	46208	MARION	43,200.00	43,200.00	442.70	11.980	360	0.6161
303967	FR	MINNIEFIELD	JOSEPH RANDALL	210 W. JACKSON ST.	GALLATIN	MS	39440	JONES	26,000.00	26,000.00	207.22	11.750	180	0.7400
303974	BLN	KNIGHT	LEROY RA	76 MORNING DEW	LAUREL	LA	71227	LINCOLN	17,500.00	17,500.00	476.45	12.850	120	0.7500
303976	FR	MORRIS	MATTHEW	1530 HIGHWAY 80 EAST	CHODURANT	IN	46218	MARION	32,100.00	32,100.00	252.71	12.050	180	0.7500
303977	FR	WRIGHT	STEVEN P	3533 N. RALSTON	INDIANAPOLIS	IN	46250	Martin	21,000.00	21,000.00	252.71	12.050	180	0.7500
303982	BLN	KING	BEVERLY	19401 SE 264TH STREET	KENT	WA	98042	KING	96,513.00	96,513.00	825.20	8.750	180	0.8179
303984	FR	THOMAS	MICHAEL	901 EAST ELM STREET	KOKOMO	IN	46901	HOWARD	28,000.00	28,000.00	320.18	11.110	180	0.8000
303988	FR	MARTIN	MILDRED	14948 FOREST VIEW CIR	BONNER SPRINGS	KS	66012	LEAVENWORTH	40,000.00	40,000.00	1,471.83	9.350	360	0.8500
303994	BLN	LEWIS	COLLEEN A	31 WOODBURY DRIVE	MONROE	LA	71202	OUACHITA	19,500.00	19,500.00	249.94	13.250	180	0.7500
304002	FR	GOODEN III	DAVID E	18921 MIDVALE AVENUE	CLEVELAND	OH	44135	CUYAHOGA	60,000.00	60,000.00	553.78	10.610	180	0.8000
304003	FR	TAUBEE	ELLA FAY	332 PEAR ORCHARD CI	REDGLAND	MS	39157	MADISON	65,250.00	65,250.00	807.20	12.570	180	0.7500
304005	FR	BRUMFIELD	JOELEY E	1800 INDEPENDENCE ST	NEW ORLEANS	LA	70117	Oleians	43,400.00	43,400.00	462.83	11.500	240	0.7000
304006	FR	JAMES B	HAROLD E	1608 GLENWOOD AVENUE	MIDDLETOWN	OH	45044	BUTLER	32,000.00	32,000.00	303.54	10.950	180	0.4672
304009	FR	ANDERSON	BOBBY C.	350 ROSA STREET	SLIDELL	LA	70458	ST. TAMMANY	53,200.00	53,200.00	607.05	12.570	240	0.7000
304012	BLN	GILBERT	LINDA R.	395 COUNTY ROAD 286	TEN MILE	TN	37880	MCMINN	49,850.00	49,850.00	590.93	11.770	180	0.4875
304013	FR	HOEG	LARRY S.	605 LINCOLN ST.	MIDDLETOWN	TN	37421	Hamilton	64,800.00	64,800.00	610.26	10.860	180	0.8000
				9514 TIMBERLOG DR	CHATTANOOGA	TN	37421	Hamilton	83,200.00	83,200.00	809.35	11.270	180	0.8000
				11607 EDEN GLEN DRIVE	CARNEGIE	IN	46033	HAMILTON	53,790.00	53,790.00	555.21	11.000	240	0.8000

Loan No.	Am Term	Sales Amt	Acct Val	QDate	First Pmt	Matur Date	Next Pmt 31	Prin Type	Units	Occur	Len	Loan Bal	Prin	Grade
303868	360	0.00	128000.00	01/05/98	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	3	B
303876	360	0.00	50000.00	01/05/98	02/01/96	01/01/11	02/01/96	1	1	3	18	0.00	3	A
303877	180	0.00	80000.00	01/09/98	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	3	B
303878	360	0.00	85000.00	01/10/98	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	3	B
303879	180	0.00	80000.00	01/11/98	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	4	B
303880	180	0.00	74000.00	01/08/98	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	4	C
303882	360	67000.00	70000.00	01/08/98	02/01/96	01/01/11	02/01/96	5	3	1	18	0.00	1	A
303884	360	0.00	85000.00	01/08/98	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	4	B
303886	360	0.00	114000.00	01/09/98	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	3	B
303887	120	0.00	45000.00	01/08/98	03/01/96	02/01/16	03/01/96	1	1	3	18	0.00	3	B
303888	240	0.00	155000.00	01/12/98	03/01/96	02/01/16	03/01/96	1	1	1	38	52243.00	4	B
303889	360	0.00	45000.00	01/08/98	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	3	B
303890	360	0.00	50000.00	01/11/98	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	3	B
303892	360	83000.00	83000.00	01/09/98	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	1	A
303895	360	0.00	53000.00	01/09/98	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	3	B
303897	360	0.00	100000.00	01/09/98	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	4	B
303902	180	0.00	287000.00	01/09/98	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	3	B
303905	360	0.00	55000.00	01/11/98	03/01/96	02/01/26	03/01/96	1	1	3	18	0.00	3	C
303906	360	0.00	57000.00	01/12/98	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	3	B
303908	360	0.00	225000.00	01/10/98	03/01/96	02/01/11	03/01/96	1	1	1	38	85746.00	3	B
303909	180	0.00	152000.00	01/10/98	03/01/96	02/01/16	03/01/96	1	1	1	18	0.00	3	B
303910	240	0.00	50000.00	01/10/98	03/01/96	02/01/16	03/01/96	1	1	1	18	0.00	3	B
303911	240	0.00	50000.00	01/10/98	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	4	C
303918	180	0.00	25000.00	01/10/98	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	4	C
303919	360	0.00	105000.00	01/10/98	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	3	B
303922	180	0.00	81000.00	01/11/98	03/01/96	02/01/11	03/01/96	6	1	1	18	0.00	4	B
303926	360	0.00	185000.00	01/11/98	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	4	B
303927	360	61900.00	82000.00	01/11/98	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	1	B
303928	360	97000.00	98000.00	01/11/98	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	1	B
303930	240	0.00	55000.00	01/12/98	03/01/96	02/01/16	03/01/96	6	1	1	18	0.00	3	B
303932	120	0.00	58000.00	01/12/98	03/01/96	02/01/16	03/01/96	8	1	1	38	28748.00	3	B
303933	360	0.00	65000.00	01/11/98	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	3	B
303936	180	0.00	43000.00	01/11/98	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	3	C
303939	180	0.00	73000.00	01/12/98	03/01/96	02/01/11	03/01/96	1	1	1	38	41646.00	4	B
303940	240	0.00	96000.00	01/12/98	03/01/96	02/01/16	03/01/96	1	1	1	18	0.00	3	B
303941	180	0.00	56000.00	01/11/98	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	2	C
303942	240	0.00	62000.00	01/11/98	03/01/96	02/01/16	03/01/96	8	1	1	18	0.00	3	B
303944	180	0.00	60000.00	01/16/98	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	3	B
303945	360	0.00	65900.00	01/12/98	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	4	B
303947	180	0.00	68000.00	01/12/98	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	3	B
303952	360	43000.00	43000.00	01/12/98	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	1	C
303953	180	0.00	71500.00	01/13/98	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	3	B
303958	360	0.00	54000.00	01/12/95	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	3	B
303962	360	0.00	42200.00	01/12/98	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	4	B
303964	180	0.00	70000.00	01/12/98	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	4	C
303965	180	0.00	42800.00	01/12/98	03/01/96	02/01/16	03/01/96	1	1	1	38	0.00	3	A
303967	120	0.00	28000.00	01/15/98	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	4	B
303969	180	0.00	118000.00	01/15/98	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	3	B
303974	360	0.00	105000.00	01/17/98	03/01/96	02/01/11	03/01/96	1	1	1	38	56000.00	3	B
303976	180	0.00	49500.00	01/17/98	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	4	B
303977	360	0.00	187000.00	01/18/98	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	2	B
303982	360	0.00	17000.00	01/15/98	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	3	B
303988	180	0.00	26000.00	01/15/98	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	4	B
303994	360	0.00	75000.00	01/16/98	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	4	C
303999	180	0.00	87000.00	01/16/98	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	3	C
304002	240	0.00	68500.00	01/16/98	03/01/96	02/01/16	03/01/96	1	1	1	18	0.00	3	C
304004	360	0.00	76000.00	01/16/98	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	3	C
304005	240	0.00	102250.00	01/16/98	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	3	B
304006	180	0.00	81000.00	01/16/98	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	2	B
304009	180	0.00	104000.00	01/16/98	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	3	B
304012	360	0.00	310000.00	01/16/98	03/01/96	02/01/11	03/01/96	1	1	1	38	194210.00	3	B
304013	240	0.00		01/16/98	03/01/96	02/01/16	03/01/96	1	1	1	38			

Loan No.	Lastname	Firstname	Address	City	SI	Zip	County	Orig Bal	UPB 31	PA	Rate	Term	CLTY
304016	GOODMAN	MARTHA V	639 S. GREY ROAD	AUBURN HILLS	MI	48326	OAKLAND	67,500.00	67,500.00	776.87	13.570	180	0.7500
304017	SEBREE	CAROLYN	5329 E. 43RD ST.	INDIANAPOLIS	IN	46226	MARION	56,000.00	56,000.00	543.91	11.250	180	0.8000
304020	JENNINGS	RHONDA L	410 MORRISON AVENUE	BANGOR	MI	49415	VAN BUREN	43,500.00	43,500.00	447.45	12.000	180	0.8692
304022	SUBER	STEPHEN	705 BREAZEALE ST	BELTON	SC	29627	Anderson	27,000.00	27,000.00	334.01	12.570	180	0.8923
304024	BATTLE	ROBIN	734 EAST LORADO	FLINT	MI	48505	GENESEE	19,275.00	19,275.00	216.06	12.570	180	0.7500
304027	WOOTEN	ROY NEWTON	5020 CLEGG FERRY ROAD	WOODBURY	GA	30293	MARIWETHER	28,000.00	28,000.00	410.18	12.520	120	0.3100
304030	GASCA	ALBERT	6126 PEMBRIDGE PLACE	SUGAR GROVE	IL	60554	KANE	196,700.00	196,700.00	1,814.01	10.600	360	0.7999
304033	QUALLS-HYMON	SHELLANE	5862 FOX RIDGE DR.	MEMPHIS	TN	38115	Shelby	81,600.00	81,600.00	809.32	11.520	180	0.8000
304039	GRETER	J. ALLAN	4032 ALBERT DRIVE	NASHVILLE	TN	37204	DAVIDSON	123,750.00	123,750.00	1,296.77	12.250	180	0.7344
304045	SEARS	KIMBERLY	5147 PRIMROSE AVENUE	INDIANAPOLIS	IN	46205	MARION	44,800.00	44,800.00	436.79	10.150	240	0.8000
304047	ARTHURS	CLIFFORD	512 LAGOON STREET	AKRON	OH	44314	SUMMIT	44,800.00	44,800.00	411.48	10.550	360	0.8000
304049	TUGGLE	MILNED K	725 KENNINGS AVE	KENT	OH	44314	KING	68,100.00	68,100.00	827.59	9.800	360	0.3492
304050	GRIMES	JAMES	1286 BOILINGS SPRING	COLUMBUS	OH	43211	WARREN	47,200.00	47,200.00	826.15	10.650	180	0.8000
304053	SKINNER	FRED	3430 VIRGINIA STREET	COLUMBUS	OH	43211	BARTOLOMEW	45,800.00	45,800.00	827.77	11.250	180	0.7048
304055	MARY R.	RUSSELL W	1888 1892 WEST 30TH	RENTON	WA	98031	KING	105,200.00	105,200.00	984.40	10.780	180	0.8000
304056	KURO	J. ALLAN	761 VASHON PLACE NO	CLEVELAND	OH	44113	CUYAHOGA	105,200.00	105,200.00	984.40	10.780	180	0.8000
304057	BLLN	ALAN A	610 NICKLAUS AVENUE	OAKLAND	MI	48228	KING	111,000.00	111,000.00	1,227.88	13.000	180	0.7400
304058	LAVERDURE	JOSEPH C	9621 ANNAPOLIS ROAD	LANHAM	MD	21550	PRINCE GEORGES	120,000.00	120,000.00	1,146.42	11.040	360	0.8000
304068	MCMANUS	CYNTHIA	2028 WILL JAMES ROAD	ROCKFORD	IL	61109	WINNEBAGO	61,200.00	61,200.00	586.27	11.250	360	0.8122
304068	OSINSKI	DONALD R	5055 ARDEN	WARREN	MI	48092	Macomb	60,000.00	60,000.00	585.04	11.300	360	0.7972
304069	HUMPHRIES	JESSE	545 W. 65TH STREET	INDIANAPOLIS	IN	46260	Marion	42,300.00	42,300.00	507.87	12.000	180	0.8000
304074	EUDY	SHIRLEY	9 COLEY STREET	CONCORD	NC	28027	CABARRUS	67,200.00	67,200.00	775.23	11.270	180	0.8000
304076	HILL	BOBBY G.	330 S FIFTH STREET	NEW CASTLE	MS	39362	Henry	38,090.00	38,090.00	444.98	11.500	180	0.8000
304078	CARTER	WILLIAM	111 YCOCK AVENUE	CALHOUN CITY	MS	38930	Calhoun	36,000.00	36,000.00	415.88	12.770	240	0.8000
304082	ROWE	TERRY L.	511 N VINE STREET	ORVILLE	OH	44667	WAYNE	70,500.00	70,500.00	592.80	9.500	180	0.7921
304084	MCINNEY	TERESA	1168 GIBBONS AVENUE	MEMPHIS	TN	38127	SHELBY	30,000.00	30,000.00	346.08	11.270	180	0.8977
304086	GRABOWSKI	THADDEUS	8691 PREST	DETROIT	MI	48228	Wayne	126,400.00	126,400.00	282.30	10.850	360	0.7500
304088	BLLN	MILTON D	3807 146TH STREET	TOLEDO	OH	43611	Lucas	15,000.00	15,000.00	1,229.59	11.270	180	0.8000
304088	GEORGE	NATHAN	623 NORTH CR 200 EA	CENTRAL CITY	KY	42330	MUHLBENBURGH	46,800.00	46,800.00	252.52	10.450	84	0.8320
304088	BRAY	DONNA M.	8075 WOODHILL DRIVE	LEBANON	IN	46052	BOONE	120,000.00	120,000.00	584.46	12.750	180	0.8500
304090	SLIVKA	WAYNE	817 UTTE 1 BOX 179	INDIANAPOLIS	IN	46227	MADISON	72,000.00	72,000.00	1,188.35	11.500	180	0.8000
304092	POTRELL	DENNIS L	201 NANNIES CIRCLE	MARION	NC	28752	McDOWELL	72,000.00	72,000.00	689.94	10.710	360	0.8056
304096	RICKETTS	TERRY MA	211 GUDRY STREET	WILLIAMSTON	SC	29697	ANDERSON	61,200.00	61,200.00	720.17	11.640	360	0.8056
304098	BELMER	JESSIE W	3750 WASHINGTON STRE	BOULG	LA	70343	TERREBONNE	61,200.00	61,200.00	580.05	10.940	180	0.7500
304100	RESNICK	RONALD B	1308 CINDA COURT	PORT MYERS	FL	33916	LEE	26,250.00	26,250.00	270.06	10.950	240	0.7500
304107	KAYLOR	BETSY LE	302 CARRIE STREET S	ST. CLOUD	FL	34772	OSCEOLA	75,000.00	75,000.00	686.05	10.500	360	0.5882
304122	CUNNINGHAM	TERRENCE	8226 E. WYSONG DRIVE	CLEVELAND	TN	37323	BRADLEY	30,000.00	30,000.00	340.98	11.000	180	0.5000
304125	KING	JOYCE PE	230 ALICE STREET	INDIANAPOLIS	IN	46219	MARION	31,500.00	31,500.00	319.58	10.740	240	0.6164
304126	PHILLIPS	LEROY	12888 ARDMORE	AMA	LA	70031	SAINT CHARLES PARISH	53,800.00	53,800.00	576.49	9.950	180	0.7472
304127	ASHLEY	DONNA	2341 E. 72ND STREET.	DETROIT	MI	48227	Oakland	16,800.00	16,800.00	184.98	12.000	240	0.6000
304129	MICHAELS	KENNETH	165 OLLIE NORTH ROA	CHICAGO	IL	60649	COOK	105,000.00	105,000.00	1,063.91	11.800	360	0.7394
304130	LIVEN	WILLIE E	8 X 23 McDONALD R	DEER PARK	MD	21550	GARRETT	64,000.00	64,000.00	680.93	11.850	360	0.8000
304133	THOMAS	WILLIAM	12345 CRAWFORD ROAD	GEORGETOWN	SC	29440	GEORGETOWN	37,440.00	37,440.00	424.13	10.940	180	0.8000
304135	CHRISTENSEN	MICHAEL	853 112TH STREET SO	PALMYRA	IN	47164	HARRISON	44,800.00	44,800.00	509.20	11.000	180	0.7000
304136	DUPRE	JOSEPH M	341 RENE STREET	TACOMA	WA	98444	Pierce	71,400.00	71,400.00	654.07	8.600	360	0.7140
304137	HAMMONS	DAVID	4233 WATSON AVENUE	CINCINNATI	OH	45236	HAMILTON	62,250.00	62,250.00	692.02	13.070	360	0.7600
304140	LEWIS	GLORIA J	14623 WASHBURN	DETROIT	MI	48238	WAYNE	10,000.00	10,000.00	535.58	11.520	180	0.6378
304146	OSTENKAMP	DUANE K	1401 MORRIS	LINCOLN PARK	MI	48146	WAYNE	33,750.00	33,750.00	113.68	11.000	180	0.6997
304147	BILLINGTON	RICHARD	5803 WARDER DR.	CINCINNATI	OH	45224	Hamilton	62,000.00	62,000.00	586.26	9.950	240	0.7760
304148	MARTIN	BEVERLY	2201 W. AVON ROAD	ROCHESTER HILLS	MI	48309	Oakland	158,000.00	158,000.00	1,564.66	11.500	180	0.7900
304149	MARTIN	RUTH D.	4580 ATRSHIRE STREET	INDIANAPOLIS	IN	46208	MARION	58,725.00	58,725.00	567.02	9.750	240	0.7529
304152	MCINTYRE	EDITH K	21045 BEN KING ROAD	BUSH	LA	70431	ST. TAMMANY PARISH	25,000.00	25,000.00	300.36	12.020	180	0.5000
304154	REECE	TIMOTHY	326 E. FIRST STREET	GREENSBURG	IN	47240	DECATUR	32,000.00	32,000.00	526.89	11.450	360	0.8421
304155	JAMES	ALPHONZO	1204 CARSWELL AVE	WAYCROSS	GA	31501	Ware	22,000.00	22,000.00	315.67	11.850	180	0.8000
304160	HARRIS	SYBIL BA	37183 WEST TIMBERLINE	SLELL	LA	70460	SAINT TAMMANY	58,000.00	58,000.00	613.16	12.370	360	0.7250
304164	GREGORY	DOLORES	25815 SHAKER BLVD.	BEACHWOOD	OH	44122	Cuyahoga	189,500.00	189,500.00	1,865.30	10.710	360	0.7000
304168	PENZVALTO	MIKLOS G.	25035 LAKEVIEW DRIVE	BEACHWOOD	OH	44140	Cuyahoga	236,250.00	236,250.00	2,425.66	12.250	180	0.7453
304169	HUDSON	BESSIE R	61 LANSING CIRCLE	COLUMBIA	SC	29203	RICHLAND	54,400.00	54,400.00	549.95	11.770	180	0.8000
304170	LE DUC	ROBERT	5600 FORD ROAD	COMMERCE TOWNSHIP	MI	48382	Oakland	360,750.00	360,750.00	3,600.03	11.600	360	0.7500
304171	LAWSON	CARL V.	1663 ST ELMO NE	CANTON	OH	44705	Stark	32,000.00	32,000.00	299.92	10.800	360	0.8000

Loan No.	Am.Term	Sales Amt	Amt Val	QData	First Pmt	Matur Date	Nat Pmt 31	Term Yrs	Units	Occure	Len	Len Ed	Pure	Grade
304016	360	0.00	90000.00	01/19/96	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	3	C
304017	360	0.00	70000.00	01/18/96	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	4	C
304020	360	0.00	65000.00	01/25/96	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	4	C
304022	180	0.00	39000.00	01/17/96	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	4	C
304024	180	0.00	25700.00	01/18/96	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	3	B
304027	120	0.00	120000.00	01/17/96	03/01/96	02/01/06	03/01/96	1	1	1	38	9373.00	3	B
304030	360	245910.00	246000.00	01/17/96	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	1	B
304037	360	102000.00	102000.00	01/17/96	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	1	B
304039	360	0.00	168500.00	01/17/96	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	3	C
304045	240	0.00	56000.00	01/18/96	03/01/96	02/01/16	03/01/96	1	1	1	18	0.00	4	B
304047	360	0.00	56000.00	01/18/96	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	3	B
304049	360	0.00	195000.00	01/18/96	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	4	B
304050	180	0.00	59000.00	01/20/96	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	4	B
304053	180	0.00	65000.00	01/19/96	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	3	B
304055	360	0.00	131500.00	01/18/96	03/01/96	02/01/11	03/01/96	2	2	1	18	0.00	3	B
304056	360	0.00	112000.00	01/19/96	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	4	C
304057	360	0.00	150000.00	01/19/96	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	4	C
304058	360	0.00	150000.00	01/18/96	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	4	B
304066	360	76500.00	77000.00	01/19/96	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	1	B
304068	360	0.00	98000.00	01/19/96	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	3	B
304069	180	0.00	125000.00	01/19/96	03/01/96	02/01/11	03/01/96	1	1	1	38	57390.00	3	B
304074	180	0.00	84000.00	01/22/96	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	4	B
304075	180	0.00	50100.00	01/19/96	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	4	B
304076	240	0.00	45000.00	01/19/96	03/01/96	02/01/16	03/01/96	1	1	1	18	0.00	3	B
304079	360	0.00	89000.00	01/19/96	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	4	B
304082	180	0.00	43000.00	01/19/96	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	3	B
304084	360	0.00	40000.00	01/22/96	03/01/96	02/01/26	03/01/96	1	1	3	18	0.00	3	B
304086	360	0.00	158000.00	01/23/96	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	3	B
304087	84	0.00	82500.00	01/22/96	03/01/96	02/01/03	03/01/96	1	1	1	38	37000.00	3	B
304088	180	0.00	72000.00	01/23/96	03/01/96	02/01/11	03/01/96	8	1	1	18	0.00	3	C
304089	360	0.00	150000.00	01/22/96	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	4	B
304090	360	0.00	90000.00	01/23/96	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	4	B
304092	360	0.00	80000.00	01/22/96	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	4	B
304096	360	0.00	82000.00	01/22/96	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	4	B
304098	240	0.00	35000.00	01/23/96	03/01/96	02/01/16	03/01/96	1	1	1	18	0.00	4	B
304100	360	132800.00	132000.00	01/23/96	03/01/96	02/01/26	03/01/96	4	1	1	18	0.00	1	B
304107	180	0.00	80000.00	01/22/96	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	3	C
304122	240	0.00	61000.00	01/23/96	03/01/96	02/01/16	03/01/96	1	1	1	18	0.00	3	B
304125	180	0.00	72000.00	01/23/96	03/01/96	02/01/16	03/01/96	1	1	3	18	0.00	3	B
304126	240	0.00	28000.00	01/24/96	03/01/96	02/01/26	03/01/96	3	1	1	18	0.00	3	B
304127	360	0.00	142000.00	01/23/96	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	4	B
304129	360	0.00	80000.00	01/23/96	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	4	B
304130	180	0.00	46800.00	01/23/96	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	4	B
304135	360	0.00	64000.00	01/23/96	03/01/96	02/01/11	03/01/96	8	1	1	18	0.00	3	B
304136	360	0.00	100000.00	01/25/96	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	2	A
304137	360	0.00	83000.00	01/23/96	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	3	C
304139	360	0.00	100400.00	01/24/96	03/01/96	02/01/11	03/01/96	2	2	1	18	0.00	3	B
304140	180	0.00	14500.00	01/25/96	02/01/96	02/01/11	02/01/96	1	1	1	18	0.00	4	C
304145	360	0.00	46000.00	01/25/96	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	4	C
304147	360	0.00	80000.00	01/24/96	03/01/96	02/01/16	03/01/96	1	1	1	18	0.00	4	B
304148	180	0.00	209000.00	01/25/96	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	3	B
304149	240	0.00	78000.00	01/24/96	03/01/96	02/01/16	03/01/96	1	1	1	18	0.00	4	B
304152	180	0.00	50000.00	01/24/96	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	3	B
304154	360	0.00	61750.00	01/25/96	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	3	B
304155	360	40000.00	41000.00	01/24/96	03/01/96	02/01/11	03/01/96	2	2	1	18	0.00	1	B
304160	360	0.00	80000.00	01/24/96	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	3	B
304164	360	285000.00	285000.00	01/25/96	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	4	A
304168	360	0.00	317000.00	01/25/96	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	3	B
304169	180	0.00	88000.00	01/24/96	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	3	B
304170	360	0.00	481000.00	01/25/96	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	4	B
304171	360	0.00	40000.00	01/26/96	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	4	B

Lead No.	Type	Lastname	Firstname	Address	City	SI	Zip	County	Orig Bal	UPB 31	PAI	Rate	Term	CLTY
304177	FR	HEMBOLDT	MICHAEL	9841 SOUTH 43 1/2 R	CADILLAC	MI	49601	Wasford	25,000.00	25,000.00	308.13	12,500	180	0.6667
304183	BLN	HAYES	EDMOND L	8842 MORLEY ROAD	CONCORD	OH	44077	LAKE	61,000.00	61,000.00	604.08	11,500	180	0.3128
304184	FR	SUMRALL	JOANN W.	1607 NORTH 16TH AVEN	NASHVILLE	TN	37208	DAVIDSON	36,400.00	36,400.00	488.77	12,800	180	0.8500
304187	FR	RATCLIFF	RUTH J.	1263 N. HOLMES AVENUE	INDIANAPOLIS	IN	46222	MARION	26,300.00	26,300.00	282.46	9,980	180	0.7970
304189	FR	KENNEY	JOHN	1846 ASPENHILL DRIVE	CINCINNATI	OH	45240	Hamilton	61,600.00	61,600.00	614.72	11,600	360	0.8000
304192	FR	WILLIAMS	OPAL ALL	R UTE 3 BOX 177,	MARTIN	GA	30557	STEPHENS	59,250.00	59,250.00	829.41	11,440	240	0.7500
304196	FR	JONES	TIMOTHY	521 2ND STREET	PELAHATCHIE	MS	39145	Rankin	47,200.00	47,200.00	659.61	11,770	180	0.8000
304200	FR	LUST	ROBERT L	927 YALE AVENUE	MANSFIELD	OH	44905	RICHLAND	54,550.00	54,550.00	494.10	10,380	360	0.8022
304213	FR	MCCORMICK	TIMOTHY	2406 BOSWELL RD	RALEIGH	NC	27610	Wake	20,000.00	20,000.00	216.05	11,700	240	0.3333
304221	BLN	CLAPPER	CAROLYN	26 FILLMORE LANE	PALM COAST	FL	32137	FLAGLER	45,500.00	45,500.00	404.35	10,150	180	0.8947
304240	FR	SATTERWHITE	PARTHENI	2203 COLLEGE STREET	COLUMBIA	SC	29205	RICHLAND	54,000.00	54,000.00	637.31	10,450	240	0.7828
304243	FR	SATTERWHITE	PARTHENI	826 & 828 HEIDT STR	COLUMBIA	SC	29205	RICHLAND	50,050.00	50,050.00	614.91	10,950	240	0.7000
304267	BLN	QUEIRO	STEPHEN	16407 OAKMANOR DRIVE	TAMPA	FL	33624	HILLSBOROUGH	74,700.00	74,700.00	710.82	10,950	180	0.8300
304268	FR	LONG	THOMAS D	1600 FAUVER AVENUE	DAYTON	OH	45410	MONTGOMERY	57,600.00	57,600.00	550.28	11,040	360	0.8000
304276	BLN	HINES	ANTONIO	12062 STONE CROSSING	TAMPA	FL	33635	HILLSBOROUGH	109,100.00	109,100.00	1,075.42	11,440	180	0.8203
									1252	76,110,854.00				
										76,012,298.73				


Loan No.	Am Term	Salv Amt	Acct Yr	Q Date	First Pmt	Matur Date	Nxt Pmt 31	Proc Type	Units	Occur	Len	Len Bal	Purp	Grade
304177	180	0.00	375000.00	01/26/96	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	3	B
304183	360	0.00	195000.00	01/26/96	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	4	C
304184	180	0.00	56000.00	01/26/96	03/01/96	02/01/11	03/01/96	1	1	3	18	0.00	4	C
304187	180	0.00	33000.00	01/25/96	02/01/96	01/01/11	02/01/96	1	1	1	18	0.00	3	B
304189	360	0.00	77000.00	01/25/96	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	3	B
304192	240	0.00	79000.00	01/25/96	03/01/96	02/01/16	03/01/96	1	1	1	18	0.00	4	B
304196	180	0.00	59000.00	01/25/96	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	3	B
304200	360	0.00	66000.00	01/26/96	03/01/96	02/01/16	03/01/96	1	1	1	18	0.00	3	B
304213	240	0.00	66000.00	01/26/96	03/01/96	02/01/16	03/01/96	1	1	1	18	0.00	3	B
304221	360	65500.00	66000.00	01/29/96	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	1	B
304240	240	0.00	69000.00	01/29/96	03/01/96	02/01/16	03/01/96	1	1	3	18	0.00	3	B
304243	240	0.00	71500.00	01/29/96	03/01/96	02/01/16	03/01/96	2	2	3	18	0.00	2	B
304267	360	90000.00	103000.00	01/30/96	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	1	B
304268	360	72000.00	75000.00	01/30/96	03/01/96	02/01/26	03/01/96	1	1	1	18	0.00	1	B
304275	360	133000.00	138000.00	01/31/96	03/01/96	02/01/11	03/01/96	1	1	1	18	0.00	1	B

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On the 28th day of February, 1996, before me personally came Kelly Faykus, to me known, who, being by me duly sworn, did depose and say that his address is Norwest Center, Sixth Street and Marquette Avenue, Minneapolis, Minnesota 55479-0069; that he is the Corporate Trust Officer of Norwest Bank Minnesota, National Association; which is described in and which executed the above instrument; and that he signed his name thereto by order of the respective Board of Directors of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[NOTARIAL SEAL]



Notary Public

ALICE GREENWALD
Notary Public, State of New York
No. 31-4506277
Qualified in New York County
Commission Expires December 31, 1997

EQUIVANTAGE HOME EQUITY LOAN TRUST 1996-1
HOME EQUITY LOAN ASSET-BACKED CERTIFICATE
CLASS A FIXED RATE CLASS A CERTIFICATES
(6.550% Class A Certificate)

Representing Certain Interests Relating to a Pool of
Mortgage Loans in the EquiVantage Home Equity Loan Trust 1996-1
formed by EquiVantage Acceptance Corp., as Sponsor, and Serviced by

EQUIVANTAGE INC.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

(This certificate does not represent an interest in, or an obligation of, nor are the underlying Mortgage Loans insured or guaranteed by, EquiVantage Acceptance Corp., EquiVantage Inc., an Originator or any of their subsidiaries and affiliates. This certificate represents a fractional ownership interest in Class A described herein, moneys in certain Accounts created pursuant to the Pooling and Servicing Agreement and certain other rights relating thereto and is payable only from amounts received by the Trustee (i) relating to the Mortgage Loans held by the Trust, (ii) moneys held in such Accounts and (iii) pursuant to the Certificate Insurance Policy.)

No.: A

February 28, 1996

29476Y AF6

Date

CUSIP

\$75,005,000

April 25, 2027

Original Principal Amount

Final Scheduled Payment Date

CEDE & CO.

Registered Owner

The registered Owner named above is the registered Owner of a fractional interest in (i) a pool of fixed rate, closed-end mortgage loans (the "Mortgage Loans") which will be formed by EquiVantage Acceptance Corp. ("EquiVantage" or the "Sponsor"), a Delaware corporation and sold by the Sponsor to Norwest Bank Minnesota, National Association, a national banking association, as trustee (the "Trustee") on behalf of EquiVantage Home Equity Loan Trust 1996-1 (the "Trust") pursuant to that certain Pooling and Servicing Agreement dated as of February 1, 1996 (the "Pooling and Servicing Agreement") by and among the Sponsor, the Trustee and EquiVantage Inc., as Servicer (the "Servicer"), (ii) such amounts, including Eligible Investments and the proceeds of payments under the Certificate Insurance Policy, as from time to time may be held in the related Accounts (except as otherwise provided in the Pooling and Servicing Agreement), each created pursuant to the Pooling and Servicing Agreement, (iii) any Mortgaged Property, the ownership of which has been effected in the name of the Servicer on behalf of the Trust as a result of foreclosure or acceptance by the Servicer of a deed in lieu of foreclosure and that has not been withdrawn from the Trust Estate, (iv) any Insurance Policies and any rights of the Sponsor in any Insurance Policies and (v) Net Liquidation Proceeds.

The Original Principal Amount set forth above is equal to the product of (i) the Percentage Interest represented by this Certificate and (ii) the aggregate original principal amount of the Class A Certificates on February 28, 1996 (the "Startup Date"), which aggregate amount as of February 28, 1996 was \$75,005,000. The Owner hereof is entitled to principal payments on each Payment Date, as hereinafter described, which will fully amortize such Original Principal Amount over the period from the date of initial delivery hereof to the final Payment Date of the Class A Certificates. Therefore, the actual outstanding principal amount of this Certificate, on any date subsequent to March 25, 1996 (the first Payment Date) will be less than the Original Principal Amount set forth above.

Upon receiving the final distribution hereon, the Owner hereof is required to send this Certificate to the Trustee. The Pooling and Servicing Agreement provides that, in any event, upon the making of the final distribution due on this Certificate, this Certificate shall be deemed cancelled for all purposes under the Pooling and Servicing Agreement.

SOLELY FOR FEDERAL INCOME TAX PURPOSES, THIS CERTIFICATE REPRESENTS AN INTEREST IN A CLASS OF "REGULAR INTERESTS" IN A "REAL ESTATE MORTGAGE INVESTMENT CONDUIT" ("REMIC") AS THOSE TERMS ARE DEFINED, RESPECTIVELY, IN SECTION 860G AND 860D OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), ASSUMING COMPLIANCE WITH THE REMIC PROVISIONS OF THE CODE.

THIS CERTIFICATE IS A PASS-THROUGH CERTIFICATE ONLY AND, NOTWITHSTANDING REFERENCES HEREIN TO PRINCIPAL AND INTEREST, NO DEBT OF ANY PERSON IS REPRESENTED HEREBY.

NEITHER THIS CERTIFICATE NOR THE UNDERLYING MORTGAGE LOANS ARE INSURED OR GUARANTEED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION, THE FEDERAL SAVINGS AND LOAN INSURANCE CORPORATION, THE GOVERNMENT NATIONAL MORTGAGE ASSOCIATION OR ANY OTHER GOVERNMENTAL AGENCY.

This Certificate is one of a Class of duly-authorized Certificates designated as EquiVantage Home Equity Loan Trust 1996-1, Home Equity Loan Asset-Backed Certificates, Class A Fixed Rate Certificates (the "Class A Certificates") and issued under and subject to the terms, provisions and conditions of the Pooling and Servicing Agreement, to which Pooling and Servicing Agreement the Owner of this Certificate by virtue of acceptance hereof assents and by which such Owner is bound. Also issued under the Pooling and Servicing Agreement are Class R Certificates; all such Certificates are collectively referred to herein as the "Certificates."

Terms capitalized herein and not otherwise defined herein shall have the respective meanings set forth in the Pooling and Servicing Agreement.

On the 25th day of each month, or, if such day is not a Business Day, then the next succeeding Business Day (each such day being a "Payment Date") commencing March 25, 1996, the Owners of the Class A Certificates as of the close of business on the last business day of the calendar month immediately preceding the calendar month in which such Payment Date occurs (or, with respect to the First Payment Date, the close of business on February 28, 1996) (the "Record Date") will be entitled to receive the Class A Distribution Amount relating to such Payment Date. Distributions will be made in immediately available funds to such Owners, by wire transfer or otherwise, to the account of an Owner at a domestic bank or other entity having appropriate facilities therefor, if such Owner has so notified the Trustee at least five business days prior to the related record date, or by check mailed to the address of the person entitled thereto as it appears on the Register.

Each Owner of Record of a Class A Certificate will be entitled to receive such Owner's Percentage Interest in the amounts distributed on such Payment Date to the Owners of the Class A Certificates. The Percentage Interest of each Class A Certificate as of any date of determination will be equal to the percentage obtained by dividing the Original Principal Amount set forth on such Class A Certificate by \$75,005,000.

Pursuant to the Certificate Insurance Policy, the Certificate Insurer is required, to the extent of any insufficiency in Available Funds, to make Insured Payments available to the Trustee necessary to distribute the full amount of the Insured Distribution Amount with respect to the Class A Certificates on each Payment Date.

Upon receipt of amounts under the Certificate Insurance Policy on behalf of the Owners of the Class A Certificates, the Trustee shall distribute in accordance with the Pooling and Servicing Agreement to the Owners of the Class A Certificates any portion thereof to which such Owners may be entitled.

The Trustee is required to duly and punctually pay distributions with respect to this Certificate in accordance with the terms hereof and the Pooling and Servicing Agreement. Amounts properly withheld under the Code or applicable to any Owner shall be considered as having been paid by the Trustee to such Owner for all purposes of the Pooling and Servicing Agreement.

The Mortgage Loans will be serviced by the Servicer pursuant to the Pooling and Servicing Agreement. The Pooling and Servicing Agreement permits the Servicer to enter into Sub-Servicing Agreements with certain institutions eligible for appointment as Sub-Servicers for the servicing and administration of certain Mortgage Loans. No appointment of any Sub-Servicer shall release the Servicer from any of its obligations under the Pooling and Servicing Agreement.

This Certificate does not represent a deposit or other obligation of, or an interest in, nor are the underlying Mortgage Loans insured or guaranteed by, EquiVantage Acceptance Corp., EquiVantage Inc., any Originator or any of their subsidiaries and affiliates and are not insured or guaranteed by the Federal Deposit Insurance Corporation, the Government National Mortgage Association, or any other governmental agency. This Certificate is limited in right of payment to certain collections and recoveries and amounts on deposit in the Accounts (except as otherwise provided in the Pooling and Servicing Agreement) and payments received by the Trustee pursuant to the Certificate Insurance Policy, all as more specifically set forth hereinabove and in the Pooling and Servicing Agreement.

No Owner shall have any right to institute any proceeding, judicial or otherwise, with respect to the Pooling and Servicing Agreement, or for the appointment of a receiver or trustee, or for any other remedy under the Pooling and Servicing Agreement except in compliance with the terms hereof.

Notwithstanding any other provisions in the Pooling and Servicing Agreement, the Owner of any Certificate shall have the right which is absolute and unconditional to receive distributions to the extent provided in the Pooling and Servicing Agreement with respect to such Certificate or to institute suit for the enforcement of any such distribution, and such right shall not be impaired without the consent of such Owner.

The Pooling and Servicing Agreement additionally provides that (i) the Servicer or the Certificate Insurer may, at its option, purchase from the Trust all (but not fewer than all) remaining Mortgage Loans and other property then constituting the Trust Estate, and thereby effect early retirement of the Class A Certificates, on any Remittance Date when the aggregate outstanding Loan Balances of the Mortgage Loans in the Trust

Estate is 10% or less of the sum of the original aggregate Loan Balance of the Mortgage Loans in the Trust Estate as of the Cut-Off Date and (ii) under certain circumstances relating to the qualification of the Trust as a REMIC under the Code the Mortgage Loans may be sold, thereby affecting the early retirement of the Class A Certificates.

The Trustee shall give written notice of termination of the Pooling and Servicing Agreement to each Owner in the manner set forth therein.

The Owners of a majority of the Percentage Interests represented by the Class A Certificates, upon compliance with the requirements set forth in the Pooling and Servicing Agreement, have the right, with the consent of the Certificate Insurer, to exercise any trust or power set forth in the Pooling and Servicing Agreement with respect to the Certificates or the Trust Estate.

As provided in the Pooling and Servicing Agreement and subject to certain limitations therein set forth and referred to on the face hereof, the transfer of this Certificate is registrable in the Register upon surrender of this Certificate for registration of transfer at the office designated as the location of the Register, and thereupon one or more new Certificates of like Class, tenor and a like Percentage Interest will be issued to the designated transferee or transferees.

The Trustee is required to furnish certain information on each Payment Date to the Owner of this Certificate, as more fully described in the Pooling and Servicing Agreement.

The Class A Certificates are issuable only as registered Certificates in denominations of \$1,000 original principal amount and integral multiples of \$1,000 (except for one odd Certificate). As provided in the Pooling and Servicing Agreement and subject to certain limitations therein set forth, Class A Certificates are exchangeable for new Class A Certificates of authorized denominations evidencing the same aggregate principal amount.

The Trustee and any agent of the Trustee may treat the Person in whose name this Certificate is registered as the owner hereof for all purposes, and neither the Trustee or any such agent shall be affected by notice to the contrary.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be
duly executed on behalf of the Trust.

EQUIVANTAGE HOME EQUITY
LOAN TRUST 1996-1

By: Norwest Bank Minnesota,
National Association, as Trustee

By: _____
Name:
Title:

Trustee Authentication

NORWEST BANK MINNESOTA,
NATIONAL ASSOCIATION, as Trustee

By: _____
Name:
Title:

Dated: _____, 199_

EQUIVANTAGE HOME EQUITY LOAN TRUST 1996-1
HOME EQUITY LOAN ASSET-BACKED CERTIFICATE
CLASS R

Representing Certain Interests Relating to a Pool
of Mortgage Loans in the EquiVantage Home Equity Loan Trust 1996-1
and a Principal and Interest Account Formed by EquiVantage
Acceptance Corp. and Serviced by

EQUIVANTAGE INC.

THIS CERTIFICATE IS SUBORDINATED IN RIGHT OF CERTAIN PAYMENTS TO THE CLASS A CERTIFICATES AS DESCRIBED IN THE POOLING AND SERVICING AGREEMENT REFERRED TO HEREIN. DISTRIBUTIONS HEREON ARE SUBJECT TO THE PRIOR RIGHT OF THE CLASS A CERTIFICATE OWNERS.

THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE IN RELIANCE UPON EXEMPTIONS PROVIDED BY THE SECURITIES ACT AND SUCH STATE SECURITIES LAWS. NO RESALE OR OTHER TRANSFER OF THIS CERTIFICATE MAY BE MADE UNLESS SUCH RESALE OR TRANSFER (A) IS MADE IN ACCORDANCE WITH SECTION 5.8 OF THE POOLING AND SERVICING AGREEMENT, (B) IS MADE (i) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, (ii) IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, (iii) TO THE SELLER OR (iv) TO A PERSON WHO THE TRANSFEROR REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT THAT IS AWARE THAT THE RESALE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A AND (C) UPON THE SATISFACTION OF CERTAIN OTHER REQUIREMENTS SPECIFIED IN THE AGREEMENT. NONE OF THE SELLER, THE SERVICER, THE TRUST OR THE TRUSTEE IS OBLIGATED TO REGISTER THE CERTIFICATES UNDER THE SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS.

This Certificate does not represent an interest in, or an obligation of, nor are the underlying Mortgage Loans insured or guaranteed by, EquiVantage Acceptance Corp., EquiVantage Inc., any Originator or any of their subsidiaries and affiliates. This Certificate represents a fractional residual ownership interest in the assets of the Trust

described herein, moneys in certain Accounts created pursuant to the Pooling and Servicing Agreement and certain other rights relating thereto and is payable only from amounts received by the Trustee relating to the Trust Estate.

No: R

Date: February 28, 1996

Percentage Interest: 100%

April 25, 2027

Final Scheduled Payment Date

EQUIVANTAGE ACCEPTANCE CORP.

Registered Owner

The registered Owner named above is the registered Owner of a fractional interest in (i) a pool of fixed rate, closed-end mortgage loans (the "Mortgage Loans") which will be formed by EquiVantage Acceptance Corp. (the "Sponsor"), a Delaware corporation, and sold by the Sponsor to Norwest Bank Minnesota, National Association, a national banking association, as trustee (the "Trustee") on behalf of EquiVantage Home Equity Loan Trust 1996-1 (the "Trust") pursuant to that certain Pooling and Servicing Agreement dated as of February 1, 1996 (the "Pooling and Servicing Agreement") by and among the Sponsor, the Trustee and EquiVantage Inc., as Servicer (the "Servicer"), (ii) such amount, including Eligible Investments, as from time to time may be held in the Accounts created pursuant to the Pooling and Servicing Agreement, (iii) any Property relating to the Mortgage Loans, the ownership of which has been effected in the name of the Servicer on behalf of the Trust as a result of foreclosure or acceptance by the Servicer of a deed-in-lieu of foreclosure and that has not been withdrawn from the Trust, (iv) Net Liquidation Proceeds relating to the Mortgage Loans and (v) any Insurance Policies relating to the Mortgage Loans and any rights of the Sponsor in any Insurance Policies relating to such Mortgage Loans. Such Mortgage Loans and other amounts and property enumerated above are hereinafter referred to as the "Trust Estate".

THIS CERTIFICATE IS A PASS-THROUGH CERTIFICATE ONLY AND, NOTWITHSTANDING REFERENCES HEREIN TO PRINCIPAL AND INTEREST, NO DEBT OF ANY PERSON IS REPRESENTED HEREBY.

This Certificate is one of a Class of duly authorized Certificates designated as EquiVantage Home Equity Loan Trust 1996-1, Home Equity Loan Asset-Backed Certificates, Class R Certificates (the "Class R Certificates") and issued under and subject to the terms, provisions and conditions of the Pooling and Servicing Agreement, to which Pooling and Servicing Agreement the Owner of this Certificate by virtue of acceptance hereof assents and by which such Owner is bound. Also issued under the Pooling and

Servicing Agreement are Class A Certificates (together with the Class R Certificates, the "Certificates").

Terms capitalized herein and not otherwise defined herein shall have the respective meanings set forth in the Pooling and Servicing Agreement.

On the 25th day of each month or, if such day is not a Business Day, then the next succeeding Business Day (each such day being a "Payment Date"), commencing March 25, 1996, to the persons in whose names the Class R Certificates are registered at the close of business on the last business day of the calendar month immediately preceding the calendar month in which such Payment Date occurs (the "Record Date"), the Trustee will distribute to each Owner of the Class R Certificates such Owner's Percentage Interest multiplied by any amounts then available to be distributed to the Owners of the Class R Certificates. Distributions will be made in immediately available funds, by wire transfer or otherwise, to the account of such Owner at a domestic bank or other entity having appropriate facilities therefor, if such Owner has so notified the Trustee at least five business days prior to the related record date, or by check mailed to the address of the person entitled thereto as it appears on the Register.

Upon receiving the final distribution hereon, the Owner hereof is required to send this Certificate to the Trustee. The Pooling and Servicing Agreement provides that, in any event, upon the making of the final distribution due on this Certificate, this Certificate shall be deemed cancelled for all purposes under the Pooling and Servicing Agreement.

The Trustee is required to duly and punctually pay distributions with respect to this Certificate in accordance with the terms hereof and the Pooling and Servicing Agreement. Amounts properly withheld under the Code or applicable state or local law by any Person from a distribution to any Owner shall be considered as having been paid by the Trustee to such Owner for all purposes of the Pooling and Servicing Agreement.

The Mortgage Loans will be serviced by the Servicer pursuant to the Pooling and Servicing Agreement. The Pooling and Servicing Agreement permits the Servicer to enter into Sub-Servicing Agreements with certain institutions eligible for appointment as Sub-Servicers for the servicing and administration of certain Mortgage Loans. No appointment of any Sub-Servicer shall release the Servicer from any of its obligations under the Pooling and Servicing Agreement.

This Certificate does not represent a deposit or other obligation of, or an interest in, nor are the underlying Mortgage Loans insured or guaranteed by, the Sponsor, EquiVantage Inc. or any of their subsidiaries and affiliates and are not insured or guaranteed by the Federal Deposit Insurance Corporation, the Government National Mortgage Association, or any other governmental agency. This Certificate is limited in

right of payment to certain collections and recoveries relating to the Mortgage Loans, all as more specifically set forth hereinabove and in the Pooling and Servicing Agreement.

No Owner shall have the right to institute any proceeding, judicial or otherwise, with respect to the Pooling and Servicing Agreement, or for the appointment of a receiver or trustee, or for any other remedy under the Pooling and Servicing Agreement except in compliance with the terms thereof.

Notwithstanding any other provisions in the Pooling and Servicing Agreement, the Owner of any Certificate shall have the right which is absolute and unconditional to receive distributions to the extent provided in the Pooling and Servicing Agreement with respect to such Certificate or to institute suit for the enforcement of any such distribution, and such right shall not be impaired without the consent of such Owner.

The Pooling and Servicing Agreement provides that the obligations created thereby will terminate upon the earlier of (i) the payment to the Owners of all Certificates from amounts other than those available under the Certificate Insurance Policies of all amounts held by the Trustee and required to be paid to such Owners pursuant to the Pooling and Servicing Agreement upon the later to occur of (a) the final payment or other liquidation (or any advance made with respect thereto) of the last Mortgage Loan in the Trust Estate or (b) the disposition of all property acquired in respect of any Mortgage Loan remaining in the Trust Estate or (ii) at any time when a Qualified Liquidation of a Trust Estate occurs pursuant to the Pooling and Servicing Agreement.

The Pooling and Servicing Agreement additionally provides that (i) the Owners of the Class R Certificates, the Servicer or the Certificate Insurer may, at their respective option, purchase from the Trust all (but not fewer than all) Mortgage Loans and other property then constituting the Trust Estate, and thereby effect early retirement of the Certificates, on any Remittance Date when the aggregate outstanding Loan Balances of the Mortgage Loans in the Trust Estate is 10% or less of the original aggregate Loan Balance of the Mortgage Loans as of the Cut-Off Date and (ii) under certain circumstances relating to the qualification of the REMIC Trust as a REMIC under the Code the Mortgage Loans in the Trust Estate may be sold, thereby effecting the early retirement of the Certificates.

The Trustee shall give written notice of termination of the Pooling and Servicing Agreement to each Owner in the manner set forth therein.

As provided in the Pooling and Servicing Agreement and subject to certain limitations therein set forth and referred to on the face hereof, the transfer of this Certificate is registrable in the Register upon surrender of this Certificate for registration of transfer at the office designated as the location of the Register duly endorsed by, or accompanied by a written instrument of transfer in the form required by the Pooling and Servicing Agreement duly executed by, the Owner hereof or his attorney duly authorized in writing, and thereupon one or more new Certificates of like Class, tenor and a like

aggregate fractional undivided interest in the Trust Estate will be issued to the designated transferee or transferees.

Notwithstanding the foregoing, no sale or other transfer of record or beneficial ownership of a Class R Certificate shall be made unless the Trustee shall have received a representation letter from the transferee of such Class R Certificate, acceptable to and in form and substance satisfactory to the Trustee, to the effect that such transferee is not an employee benefit plan subject to Section 406 of the Employee Retirement Income Security Act nor a plan nor other arrangement subject to Section 4975 of the Code (collectively, a "Plan"), nor is acting on behalf of any Plan nor using the assets of any Plan to affect such transfer.

The Trustee is required to furnish certain information on each Payment Date to the Owner of this Certificate, as more fully described in the Pooling and Servicing Agreement.

The Class R Certificates are issuable only as registered Certificates. As provided in the Pooling and Servicing Agreement and subject to certain limitations therein set forth, Class R Certificates are exchangeable for new Class R Certificates evidencing the same Percentage Interest as the Class R Certificates exchanged.

No service charge will be made for any such registration of transfer or exchange, but the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

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

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be duly executed on behalf of the Trust.

EQUIVANTAGE HOME EQUITY
LOAN TRUST 1996-1

By: Norwest Bank Minnesota,
National Association, as Trustee

By: _____
Name: Kelly Faykus
Title: Corporate Trust Officer

Trustee's Authentication

NORWEST BANK MINNESOTA,
NATIONAL ASSOCIATION
as Trustee

By: _____
Name: Kelly Faykus
Title: Corporate Trust Officer

Dated: February 28, 1996

CERTIFICATE RE: PREPAID LOANS

I, John E. Smith, President of EquiVantage Acceptance Corp., a Delaware corporation, as sponsor (the "Sponsor"), hereby certify that between the "Cut-Off Date" (as defined in the Pooling and Servicing Agreement dated as of February 1, 1996 among the Sponsor, EquiVantage Inc., a Delaware corporation, as servicer, and Norwest Bank Minnesota, National Association, as trustee) and the date hereof the following schedule of "Mortgage Loans" (each as defined in the Pooling and Servicing Agreement) has been prepaid in full.

Dated: February __, 1996

By: _____
John E. Smith
President

TRUSTEE'S ACKNOWLEDGMENT OF RECEIPT

Norwest Bank Minnesota, National Association, a national banking corporation, in its capacity as trustee (the "Trustee") under that certain Pooling and Servicing Agreement dated as of February 1, 1996 (the "Pooling and Servicing Agreement") by and among EquiVantage Acceptance Corp., a Delaware corporation, as sponsor (the "Sponsor"), EquiVantage Inc., a Delaware corporation, as servicer, and the Trustee, hereby acknowledges receipt of the items delivered to it by the Sponsor with respect to the Mortgage Loans of the Pooling and Servicing Agreement.

The Schedule of Mortgage Loans is attached to this Receipt.

The Trustee hereby additionally acknowledges that it shall review such items as required by Section 3.6(a) of the Pooling and Servicing Agreement and shall otherwise comply with Section 3.6(b) of the Pooling and Servicing Agreement as required thereby.

NORWEST BANK MINNESOTA,
NATIONAL ASSOCIATION,
as Trustee

By: _____
Name:
Title:

Dated: February __, 1996

[SEE SCHEDULE I -- SCHEDULE OF MORTGAGE LOANS]

POOL CERTIFICATION

WHEREAS, the undersigned is an Authorized Officer of Norwest Bank Minnesota, National Association, a national banking association, acting in its capacity as trustee (the "Trustee") of a certain pool of mortgage loans (the "Pool") heretofore conveyed in trust to the Trustee, pursuant to that certain Pooling and Servicing Agreement dated as of February 1, 1996 (the "Pooling and Servicing Agreement") by and among EquiVantage Acceptance Corp., a Delaware corporation, as sponsor (the "Sponsor"), EquiVantage Inc., a Delaware corporation, as Servicer, and the Trustee; and

WHEREAS, the Trustee is required, pursuant to Section 3.6(a) of the Pooling and Servicing Agreement, to review the Files relating to the Pool within a specified period following the Startup Day and to notify the Sponsor promptly of any defects with respect to the Pool, and the Sponsor is required to remedy such defects or take certain other action, all as set forth in Section 3.6(b) of the Pooling and Servicing Agreement; and

WHEREAS, Section 3.6(a) of the Pooling and Servicing Agreement requires the Trustee to deliver this Pool Certification upon the satisfaction of certain conditions set forth therein.

NOW, THEREFORE, the Trustee hereby certifies that it has determined that all required documents (or certified copies of documents listed in Section 3.5 of the Pooling and Servicing Agreement) have been executed or received, and that such documents relate to the Mortgage Loans identified in the Schedule of Mortgage Loans pursuant to Section 3.5(a) of the Pooling and Servicing Agreement or, in the event that such documents have not been executed and received or do not so relate to such Mortgage Loans, any remedial action by the Sponsor pursuant to Section 3.6(b) of the Pooling and Servicing Agreement has been completed, except as noted in the list of exceptions attached. The Trustee makes no certification hereby, however, with respect to any intervening assignments or assumption and modification agreements.

NORWEST BANK MINNESOTA,
NATIONAL ASSOCIATION, as Trustee

By: _____
Name: _____
Title: _____

Dated: _____, 199__

DELIVERY ORDER

February __, 1996

Norwest Bank Minnesota,
National Association
Norwest Center
Sixth Street & Marquette Avenue
Minneapolis, Minnesota 55479-0069
Attention: Corporate Trust Department

Ladies and Gentlemen:

Pursuant to Article IV of the Pooling and Servicing Agreement, dated as of February 1, 1996 (the "Pooling and Servicing Agreement") by and among EquiVantage Acceptance Corp., a Delaware corporation, as sponsor (the "Sponsor"), EquiVantage Inc., a Delaware corporation, as servicer, and Norwest Bank Minnesota, National Association, as trustee, the Sponsor HEREBY CERTIFIES that all conditions precedent to the issuance of EquiVantage Home Equity Loan Trust 1996-1, Home Equity Loan Asset-Backed Certificates, Class A and Class R (the "Certificates"), HAVE BEEN SATISFIED and HEREBY REQUESTS YOU TO AUTHENTICATE AND DELIVER said Certificates, and to RELEASE said Certificates to the Owners thereof, or otherwise upon their order.

Very truly yours,

EQUIVANTAGE ACCEPTANCE CORP.

By: _____
Name:
Title: President

FORM OF CLASS R TAX MATTERS TRANSFER CERTIFICATE

AFFIDAVIT PURSUANT TO SECTION
860E(e) OF THE INTERNAL REVENUE
CODE OF 1986, AS AMENDED

STATE OF)
) ss:
COUNTY OF)

[NAME OF OFFICER], being first duly sworn, deposes and says:

1. That [s/he] is [Title of Officer] of [Name of Investor] (the "Investor"), a [savings institution] [corporation] duly organized and existing under the laws of [the State of _____] [the United States], on behalf of which [s/he] makes this affidavit.

2. That (i) the Investor is not a "disqualified organization" and will not be a "disqualified organization" as of [date of transfer] (For this purpose, a "disqualified organization" means the United States, any state or political subdivision thereof, any foreign government, any international organization, any agency or instrumentality of any of the foregoing (other than certain taxable instrumentalities), any cooperative organization furnishing electric energy or providing telephone service to persons in rural areas, or any organization (other than a farmers' cooperative) that is exempt from federal income tax unless such organization is subject to the tax on unrelated business income); (ii) it is not acquiring the Class R Certificates for the account of a disqualified organization; (iii) it consents to any amendment of the Pooling and Servicing Agreement that shall be deemed necessary by the Trustee (upon advice of counsel) to constitute a reasonable arrangement to ensure that the Class R Certificates will not be owned directly or indirectly by a disqualified organization; and (iv) it will not transfer any such Class R Certificate unless (a) it has received from the transferee an affidavit in substantially the same form as this affidavit containing these same four representations and (b) as of the time of the transfer, it does not have actual knowledge that such affidavit is false.

IN WITNESS WHEREOF, the Investor has caused this instrument to be executed on its behalf, pursuant to authority of its Board of Directors, by its [Title of Officer] and its corporate seal to be hereunto attached, attested by its [Assistant] Secretary, this ____ day of _____, ____.

[NAME OF INVESTOR]

By: _____

[Name of Officer]

[Title of Officer]

[Corporate Seal]

Attest:

[Assistant] Secretary

Personally appeared before me the above-named [Name of Officer], known or proved to be the same person who executed the foregoing instrument and to be the [Title of Officer] of the Investor, and acknowledged to me that he executed the same as his free act and deed and the free act and deed of the Investor.

Subscribed and sworn before me this ____ day of _____, ____.

NOTARY PUBLIC

COUNTY OF _____

STATE OF _____

My commission expires the ____ day of _____, ____.

EXHIBIT H

Form of
Monthly Report

EquiVantage Acceptance Corp.
Home Equity Loan Asset-Backed Certificates
Series 1996-1

Statement to Owners

<u>CLASS</u>	<u>ORIGINAL CERTIFICATE FACE VALUE</u>	<u>BEGINNING CERTIFICATE BALANCE</u>	<u>PRINCIPAL DISTRIBUTION</u>	<u>INTEREST DISTRI- BUTION</u>	<u>TOTAL DISTRI- BUTION</u>	<u>INTEREST CARRY FORWARD AMOUNT</u>	<u>ENDING CERTIFICATE BALANCE</u>
A	\$						
R							
<u>TOTAL</u>							

AMOUNT PER \$1000 UNIT

<u>CLASS</u>	<u>CUSIP</u>	<u>BEGINNING CERTIFICATE BALANCE</u>	<u>PRINCIPAL DISTRIBUTION</u>	<u>INTEREST DISTRI- BUTION</u>	<u>TOTAL DISTRI- BUTION</u>	<u>CURRENT PRINCIPAL BALANCE</u>	<u>ENDING CERTIFICATE BALANCE</u>
A							
R							

THROUGH RATES

<u>CLASS</u>	<u>ORIGINAL PASS- THROUGH RATE</u>	<u>CURRENT PASS THROUGH RATE</u>	<u>CLASS</u>	<u>RECORD DATE</u>
A	%	%	A	
R	%	%		

SPONSOR: EquiVantage Acceptance Corp.
SERVICER: EquiVantage Inc.
SUB-SERVICER: Transworld Mortgage Corporation

LEAD UNDERWRITER: Prudential Securities Incorporated
RECORD DATE:
DISTRIBUTION DATE:

FACTOR INFORMATION: _____

PLEASE DIRECT ANY QUESTIONS OR COMMENTS TO THE FOLLOWING ADMINISTRATOR:

Trust Administrator

Norwest Bank Minnesota, National Association

500 West Street & Marquette Avenue
Minneapolis, Minnesota 55479-0069
Attention: Corporate Trust Department
(612) 667-5786

tribution Period:

**Information pursuant to Section 7.8(a) of the
Pooling and Servicing Agreement dated February 1, 1996**

- i) Distribution to Class A Certificates
- ii) Principal Distributions to the Certificates: Class A
 - Scheduled Principal
 - Prepayments
 - Paid-in-Full Loans
 - Other Unscheduled recoveries of Principal
 - Substitution Amounts
 - Loan Repurchases
 - Principal Portion of Liquidation Proceeds
 - Total Principal
- iii) Interest distributions to the Class A Certificate, Owners
- iv) Certificate Principal Balances
- v) Insured Payment included in distributions to the Owners
- vi) Information furnished by the Sponsor pursuant to Section 6049(d)(7)(c)
- vii) Substitution Amounts and Loan Purchase Price Amounts included in the distribution
- viii) Subordination Reduction Amount
 - Realized Losses
 - Cumulative Loss Amount
 - Rolling Three Month Delinquency Rate
- x) Certificate Factors

tribution Period:

As to all Mortgage Loans

Delinquency Advances Made

Paid-In-Full Compensating Interest

Accrued Servicing Fees

Servicing Fees Retained

Trustee Fees

Premium Amount

Current
Distribution
Date

Next
Distribution
Date

Available Funds

Available Funds

Available Funds Shortfall

Amortized Subordinated Amount Requirement

Excess Subordinated Amount

Specified Subordinated Amount

Subordinated Amount

Subordination Deficiency Amount

Subordination Deficit

Subordination Increase Amount

Subordination Reduction Amount

Principal Carry Forward Amount

Principal Distribution Amount

Reimbursement Amount

Balance of Largest Loan

EquiVantage Inc.
Transworld Mortgage Corporation
Monthly Delinquency Summary Report
EquiVantage Mortgage Loan Trust 1996-1

Dates as of _____

Class A Certificates

Ending Number of Loans:
Ending Principal Balance:

DELINQUENT LOANS	Count	Percent	Principal Bal.	Percent	
GROSS Delinquent Loans - Status					
1. 30 - 59 Days Delinquent					
2. 60 - 89 Days Delinquent					
3. 90 or More Days Delinquent					
GROSS Total Delinquencies					
Foreclosure Loans - Status	Count	Percent	Principal Bal.	Percent	
1. Current					
2. 30 - 59 Days Delinquent					
3. 60 - 89 Days Delinquent					
4. 90 or More Days Delinquent					
Total Foreclosures					
Bankruptcy Loans - Status	Count	Percent	Principal Bal.	Percent	
1. Current					
2. 30 - 59 Days Delinquent					
3. 60 - 89 Days Delinquent					
4. 90 or More Days Delinquent					
Total Bankruptcies					
REO Loans - Status from Foreclosure	Count	Percent	Principal Bal.	Percent	Book Value
1. 30 - 59 Days					
2. 60 - 89 Days					
3. 90 or More Days					
Total Bankruptcies					
NET DELINQUENCY (Gross Delinquent less Foreclosure, Bankruptcy, REO)					
	Count	Percent	Principal Bal.	Percent	
1. 30 - 59 Days Delinquent					
2. 60 - 89 Days Delinquent					
3. 90 or More Days Delinquent					
NET DELINQUENCY TOTALS					

FORM OF SERVICER'S TRUST RECEIPT

To: Norwest Bank Minnesota, National Association
Sixth Street & Marquette Avenue
Minneapolis, Minnesota 55479-0069

Attn: Corporate Trust Department

Date:

In connection with the administration of the mortgage loans held by you as Trustee under a certain Pooling and Servicing Agreement dated as of February 1, 1996 and by and among EquiVantage Inc., as Servicer, and you, as Trustee (the "Agreement"), the Servicer hereby requests a release of the File held by you as Trustee with respect to the following described Mortgage Loan for the reason indicated below:

Mortgagor's Name:

Loan No.:

Reason for requesting file:

_____ 1. Mortgage Loan paid in full.

(The Servicer hereby certifies that all amounts received in connection with the loan have been or will be credited to the Certificate Account (whichever is applicable) pursuant to the Agreement.)

_____ 2. Mortgage Loan repurchased pursuant to Section 3.3, 3.4, 3.6(b) or 8.10(b) of the Agreement.

(The Servicer hereby certifies that the Loan Purchase Price has been or will be paid to the Certificate Account pursuant to the Agreement.)

_____ 3. Mortgage Loan substituted.

(The Servicer hereby certifies that a Qualified Replacement Mortgage has been or will be assigned and delivered to you along with the related File pursuant to the Agreement.)

_____ 4. The Mortgage Loan is being foreclosed.

_____ 5. Other. (Describe)

Total Number of Mortgage Loans currently held under the Agreement: _____

Total Number of Files now held by the Servicer: _____

The undersigned (i) acknowledges that the above File will be held by the undersigned in accordance with the provisions of the Agreement and will be returned to you, except if the Mortgage Loan has been paid in full, foreclosed, repurchased or substituted for by a Qualified Replacement Mortgage (in which case the File will be retained by us permanently), and (ii) certifies that all conditions precedent for delivery of the File requested by this Trust Receipt have been satisfied.

Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

EquiVantage Inc.

By: _____

Name: _____

Title: _____

FORM OF LIQUIDATION REPORT

1. Type of Liquidation (REO disposition/charge-off/short pay-off)
 - Date last paid
 - Date of foreclosure
 - Date of REO
 - Date of REO disposition
 - Property sale price/estimated market value at disposition

2. Liquidation Proceeds

Principal Prepayment	\$	
Property Sale Proceeds		
Insurance Proceeds		
Other (itemize)		

3. Liquidation expenses

Servicing Advances	\$	
Delinquency Advances		
Contingency Fees		
Servicing Fees		
Annual Expense Escrow Amount		
Supplemental Fee (if any)		
Additional Interest (if any)		

4. Net Liquidation Proceeds

(Item 2 minus item 3)	\$	
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5. Principal Balance of Mortgage Loan

	\$	
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