

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

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RESIDENTIAL FUNDING MORTGAGE SECURITIES I INC

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Business Address
8400 NORMANDALE LAKE
BLVD STE 600
MINNEAPOLIS MN 55437
6128327400

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) June 8, 1995

RESIDENTIAL FUNDING MORTGAGE SECURITIES I, INC. (as seller under
a Pooling and Servicing Agreement dated as of May 1, 1995
providing for, inter
alia, the issuance of Mortgage Pass-Through Certificates, Series
1995-S8)

Residential Funding Mortgage Securities I, Inc.
(Exact name of registrant as specified in its charter)

DELAWARE	33-54227	75-2006294
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

8400 Normandale Lake Blvd.
Suite 600 Minneapolis, Minnesota 55437
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code,
is (612) 832-7000

Item 7. Financial Statements, Pro Forma Financial Information and Exhibits.

(a) Not applicable

(b) Not applicable

(c) Exhibits:

1. Pooling and Servicing Agreement, dated as of May 1, 1995 among Residential Funding Mortgage Securities I, Inc. as seller, Residential Funding Corporation, as master servicer, and The First National Bank of Chicago, as trustee.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

RESIDENTIAL FUNDING MORTGAGE

SECURITIES I, INC.

By: /s/ Bruce Legan
Name: Bruce Legan
Title: Director

Dated: June 8, 1995

EXHIBITS

RESIDENTIAL FUNDING MORTGAGE SECURITIES I, INC.,

Company,

RESIDENTIAL FUNDING CORPORATION,

Master Servicer,

and

THE FIRST NATIONAL BANK OF CHICAGO

Trustee

POOLING AND SERVICING AGREEMENT

Dated as of May 1, 1995

Mortgage Pass-Through Certificates

Series 1995-S8

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Exhibit O: Form of Lender Certification for Assignment of Mortgage Loan

This Pooling and Servicing Agreement, effective as of May 1, 1995, among RESIDENTIAL FUNDING MORTGAGE SECURITIES I, INC., as the company (together with its permitted successors and assigns, the "Company"), RESIDENTIAL FUNDING CORPORATION, as master servicer (together with its permitted successors and assigns, the "Master Servicer"), and THE FIRST NATIONAL BANK OF CHICAGO, as trustee (together with its permitted successors and assigns, the "Trustee"),

PRELIMINARY STATEMENT:

The Company intends to sell mortgage pass-through certificates (collectively, the "Certificates"), to be issued hereunder in multiple classes, which in the aggregate will evidence the entire beneficial ownership interest in the Mortgage Loans (as defined herein). As provided herein, the Master Servicer will make an election to treat the segregated pool of assets described in the definition of REMIC I (as defined herein), and subject to this Agreement (including the Mortgage Loans but excluding the Initial Monthly Payment Deposit), as a real estate mortgage investment conduit (a "REMIC") for federal income tax purposes and such segregated pool of assets will be designated as "REMIC I." 2 partial undivided beneficial ownership interests in each of the Mortgage Loans and 379 partial undivided beneficial ownership interests, each representing an

interest in one Mortgage Loan equal to the Pool Strip Rate (as defined herein) for such Mortgage Loan (the "Uncertificated REMIC I Regular Interests"), will represent ownership of "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 (as defined herein) under federal income tax law.

A segregated pool of assets consisting of the Uncertificated REMIC I Regular Interests will be designated as "REMIC II," and the Master Servicer will make a separate REMIC election with respect thereto. The Class A-1, Class A-2, Class A-3, Class A-4, Class A-5, Class M-1, Class M-2, Class M-3, Class B-1, Class B-2 and Class B-3 Certificates and the Uncertificated REMIC II Regular Interests will represent ownership of "regular interests" in REMIC II, and the Class R-II Certificates will be the sole class of "residual interests" therein for purposes of the REMIC Provisions (as defined herein) under federal income tax law. The Class A-6 Certificates will represent the entire beneficial ownership interest in the Uncertificated REMIC II Regular Interests.

The following table sets forth the designation, type, Pass-Through Rate, aggregate Initial Certificate Principal Balance, Maturity Date, initial ratings and certain features for each Class of Certificates comprising the interests in the Trust Fund created hereunder.

Designation	Type	Pass-Through Rate	Aggregate Initial Certificate Principal Balance
Class A-1	Senior	7.65 %	\$ 42,847,629.00
Class A-2	Senior	8.0	\$ 20,646,342.00
Class A-3	Senior	8.0	\$ 10,027,461.00

Class A-4	Senior	8.0	\$ 21,739,268.00
Class A-5	Senior	0.35	\$ 0.00
Class A-6	Senior	Variable Rate	\$ 0.00
Class R-I	Residual/ Senior	8.0	\$ 100.00
Class R-II	Residual/ Senior	8.0	\$ 100.00
Class M-1	Mezzanine	8.0	\$ 2,809,400.00
Class M-2	Mezzanine	8.0	\$ 1,277,000.00
Class M-3	Mezzanine	8.0	\$ 1,277,000.00
Class B-1	Subordinate	8.0	\$ 613,000.00
Class B-2	Subordinate	8.0	\$ 408,600.00
Class B-3	Subordinate	8.0	\$ 510,571.55

Designation	Features	Maturity Date	Initial Ratings	
			S&P	Fitch
Class A-1	Senior	May 25, 2025	AAA	AAA
Class A-2	Senior	May 25, 2025	AAA	AAA
Class A-3	Senior	May 25, 2025	AAA	AAA
Class A-4	Senior	May 25, 2025	AAA	AAA
Class A-5	Fixed Strip	May 25, 2025	AAAr	AAA
Class A-6	Stripped Interests	May 25, 2025	AAAr	AAA
Class R-I	Residual	May 25, 2025	AAA	AAA
Class R-II	Residual	May 25, 2025	AAA	AAA
Class M-1	Mezzanine	May 25, 2025	AA	N/A
Class M-2	Mezzanine	May 25, 2025	N/A	A
Class M-3	Mezzanine	May 25, 2025	N/A	BBB
Class B-1	Subordinate	May 25, 2025	N/A	BB

Class B-2	Subordinate	May 25, 2025	B	N/A
Class B-3	Subordinate	May 25, 2025	N/A	N/A

The Mortgage Loans have an aggregate Cut-off Date Principal Balance equal to \$102,156,471.55. The Mortgage Loans are fixed rate mortgage loans having terms to maturity at origination or modification of not more than 30 years.

In consideration of the mutual agreements herein contained, the Company, the Master Servicer and the Trustee agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions.

Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the meanings specified in this Article.

Accrued Certificate Interest:

With respect to each Distribution Date, as to any Class A Certificate (other than the Class A-5 Certificates and the Class A-6 Certificates), any Class M Certificate, any Class B Certificate or any Class R Certificate, one month's interest at the related Pass-Through Rate on the Certificate Principal Balance thereof immediately prior to such Distribution Date. With respect to each Distribution Date, as to the Class A-5 Certificates and the Class A-6 Certificates, one month's interest at the Pass-Through Rate on the related Notional Amount. Accrued Certificate Interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months. In each case Accrued Certificate Interest on any Class of Certificates will be reduced by

the amount of (i) Prepayment Interest Shortfalls (to the extent not offset by the Master Servicer with a payment of Compensating Interest as provided in Section 4.01), (ii) the interest portion (adjusted to the Net Mortgage Rate) of Realized Losses (including Excess Special Hazard Losses, Excess Fraud Losses, Excess Bankruptcy Losses and Extraordinary Losses) not allocated solely to one or more specific Classes of Certificates pursuant to Section 4.05, (iii) the interest portion of Advances previously made with respect to a Mortgage Loan or REO Property which remained unreimbursed following the Cash Liquidation or REO Disposition of such Mortgage Loan or REO Property that were made with respect to delinquencies that were ultimately determined to be Excess Special Hazard Losses, Excess Fraud Losses, Excess Bankruptcy Losses or Extraordinary Losses and (iv) any other interest shortfalls not covered by the subordination provided by the Class M Certificates and Class B Certificates, including interest that is not collectible from the Mortgagor pursuant to the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, or similar legislation or regulations as in effect from time to time, with all such reductions allocated among all of the Certificates in proportion to their respective amounts of Accrued Certificate Interest which would have resulted absent such reductions. In addition to that portion of the reductions described in the preceding sentence that are allocated to any Class of Class B Certificates or Class M Certificates, Accrued Certificate Interest on such Class of Class B Certificates or Class M Certificates will be reduced by the interest portion (adjusted to the Net Mortgage Rate) of Realized Losses that are allocated solely to such Class of Class B Certificates or Class M Certificates pursuant to Section 4.05.

Adjusted Mortgage Rate: With respect to any Mortgage Loan and any date of determination, the Mortgage Rate borne by the related Mortgage Note, less the rate at which the related Subservicing Fee accrues.

Advance: As to any Mortgage Loan, any advance made by the Master Servicer, pursuant to Section 4.04.

Affiliate: With respect to any Person, any other Person controlling, controlled by or under common control with such first Person. For the purposes of this definition, "control" means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

Agreement: This Pooling and Servicing Agreement and all amendments hereof and supplements hereto.

Amount Held for Future Distribution: As to any Distribution Date, the total of the amounts held in the Custodial Account at the close of business on the preceding Determination Date on account of (i) Liquidation Proceeds, Insurance Proceeds, Principal Prepayments, Mortgage Loan purchases made pursuant to Section 2.02, 2.03 or 2.04 and Mortgage Loan substitutions made pursuant to Section 2.03 or 2.04 received or made in the month of such Distribution Date (other than such Liquidation Proceeds, Insurance Proceeds and purchases of Mortgage Loans that the Master Servicer has deemed to have been received in the preceding month in accordance with Section 3.07(b)) and (ii) payments which represent early receipt of scheduled payments of principal and interest due on a date or dates subsequent to the related Due Date.

Appraised Value: As to any Mortgaged Property, the lesser of (i) the appraised value of such Mortgaged Property based upon the appraisal made at the time of the origination of the related Mortgage Loan, and (ii) the sales price of the Mortgaged Property at such time of origination, except in the case of a Mortgaged Property securing a refinanced or modified Mortgage Loan as to which it is either the appraised value determined above or the

appraised value determined in an appraisal at the time of refinancing or modification, as the case may be.

Assignment: An assignment of the Mortgage, notice of transfer or equivalent instrument, in recordable form, sufficient under the laws of the jurisdiction wherein the related Mortgaged Property is located to reflect of record the sale of the Mortgage Loan to the Trustee for the benefit of Certificateholders, 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 county, if permitted by law and accompanied by an Opinion of Counsel to that effect.

Assignment Agreement: The Assignment and Assumption Agreement, dated as of May 30, 1995, between Residential Funding and the Company relating to the transfer and assignment of the Mortgage Loans.

Assignment of Proprietary Lease: With respect to a Cooperative Loan, the assignment of the related Cooperative Lease from the Mortgagor to the originator of the Cooperative Loan.

Available Distribution Amount: As to any Distribution Date, an amount equal to (a) the sum of (i) the amount relating to the Mortgage Loans on deposit in the Custodial Account as of the close of business on the immediately preceding Determination Date and amounts deposited in the Custodial Account in connection with the substitution of Qualified Substitute Mortgage Loans, (ii) the amount of any Advance made on the immediately preceding Certificate Account Deposit Date, (iii) any amount deposited in the Custodial Account pursuant to Section 3.12(a), (iv) any amount deposited in the Certificate Account pursuant to Section 2.01(f), (v) any amount deposited in the Certificate Account pursuant to Section 4.07 and (vi) any amount deposited in the Certificate Account pursuant to Section 3.16(e), reduced by (b) the sum as of the close of business on the immediately preceding Determination Date of (w) aggregate Foreclosure Profits, (x) the Amount Held for Future Distribution, and (y) amounts permitted to be withdrawn by the Master Servicer from the Custodial Account in respect of the Mortgage Loans pursuant

to clauses (ii)-(x), inclusive, of Section 3.10(a).

Bankruptcy Amount: As of any date of determination, an amount equal to the excess, if any, of (A) \$100,000.00 over (B) the aggregate amount of Bankruptcy Losses allocated solely to one or more specific Classes of Certificates in accordance with Section 4.05.

The Bankruptcy Amount may be further reduced by the Master Servicer (including accelerating the manner in which such coverage is reduced) provided that prior to any such reduction, the Master Servicer shall (i) obtain written confirmation from each Rating Agency that such reduction shall not reduce the rating assigned to any Class of Certificates by such Rating Agency below the lower of the then-current rating or the rating assigned to such Certificates as of the Closing Date by such Rating Agency and (ii) provide a copy of such written confirmation to the Trustee.

Bankruptcy Code: The Bankruptcy Code of 1978, as amended.

Bankruptcy Loss: With respect to any Mortgage Loan, a Deficient Valuation or Debt Service Reduction; provided, however, that neither a Deficient Valuation nor a Debt Service Reduction shall be deemed a Bankruptcy Loss hereunder so long as the Master Servicer has notified the Trustee in writing that the Master Servicer is diligently pursuing any remedies that may exist in connection with the representations and warranties made regarding the related Mortgage Loan and either (A) the related Mortgage Loan is not in default with regard to payments due thereunder or (B) delinquent payments of principal and interest under the related Mortgage Loan and any premiums on any applicable primary hazard insurance policy and any related escrow payments in respect of such Mortgage Loan are being advanced on a current basis by the Master Servicer or a Subservicer, in either case without giving effect to any Debt Service Reduction.

Book-Entry Certificate: Any Certificate registered in the name of the Depository or its nominee.

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 State of Michigan, the State of California or the State of Illinois (and such other state or states in which the Custodial Account or the Certificate Account are at the time located) are required or authorized by law or executive order to be closed.

Buydown Funds: Any amount contributed by the seller of a Mortgaged Property, the Company or other source in order to enable the Mortgagor to reduce the payments required to be made from the Mortgagor's funds in the early years of a Mortgage Loan. Buydown Funds are not part of the Trust Fund prior to deposit into the Custodial or Certificate Account.

Buydown Mortgage Loan: Any Mortgage Loan as to which a specified amount of interest is paid out of related Buydown Funds in accordance with a related buydown agreement.

Cash Liquidation: As to any defaulted Mortgage Loan other than a Mortgage Loan as to which an REO Acquisition occurred, a determination by the Master Servicer that it has received all Insurance Proceeds, Liquidation Proceeds and other payments or cash recoveries which the Master Servicer reasonably and in good faith expects to be finally recoverable with respect to such Mortgage Loan.

Certificate: Any Class A Certificate, Class M Certificate, Class B Certificate or Class R Certificate.

Certificate Account: The account or accounts created and maintained pursuant to Section 4.01, which shall be entitled "The First National Bank of Chicago, as trustee, in trust for the registered holders of Residential Funding Mortgage Securities I, Inc., Mortgage Pass-Through Certificates, Series 1995-S8" and which must be an Eligible Account.

Certificate Account Deposit

Date: As to any
Distribution Date, the Business Day prior thereto.

Certificateholder or Holder:

The Person in whose name
a Certificate is registered in the Certificate Register, except
that
neither a Disqualified Organization nor a Non-United States
Person
shall be a Holder of a Class R Certificate for any purpose hereof
and, solely for the purpose of giving any consent or direction
pursuant to this Agreement, any Certificate, other than a Class R
Certificate, registered in the name of the Company, the Master
Servicer or any Subservicer or any Affiliate thereof shall be
deemed
not to be outstanding and the Percentage Interest or Voting
Rights
evidenced thereby shall not be taken into account in determining
whether the requisite amount of Percentage Interests or Voting
Rights necessary to effect any such consent or direction has been
obtained. All references herein to "Holders" or
"Certificateholders" shall reflect the rights of Certificate
Owners
as they may indirectly exercise such rights through the
Depository
and participating members thereof, except as otherwise specified
herein; provided, however, that the Trustee shall be required to
recognize as a "Holder" or "Certificateholder" only the Person in
whose name a Certificate is registered in the Certificate
Register.

Certificate Owner: With

respect to a Book-Entry
Certificate, the Person who is the beneficial owner of such
Certificate, as reflected on the books of an indirect
participating
brokerage firm for which a Depository Participant acts as agent,
if
any, and otherwise on the books of a Depository Participant, if
any,
and otherwise on the books of the Depository.

Certificate Principal Balance:

With respect to each
Class A Certificate (other than a Class A-5 Certificate or Class
A-6
Certificate) and Class R Certificate, on any date of
determination,
an amount equal to (i) the Initial Certificate Principal Balance
of

such Certificate as specified on the face thereof minus (ii) the sum of (x) the aggregate of all amounts previously distributed with respect to such Certificate (or any predecessor Certificate) and applied to reduce the Certificate Principal Balance thereof pursuant to Section 4.02(a) and (y) the aggregate of all reductions in Certificate Principal Balance deemed to have occurred in connection with Realized Losses which were previously allocated to such Certificate (or any predecessor Certificate) pursuant to Section 4.05. With respect to each Class M Certificate, on any date of determination, an amount equal to (i) the Initial Certificate Principal Balance of such Class M Certificate as specified on the face thereof, minus (ii) the sum of (x) the aggregate of all amounts previously distributed with respect to such Certificate (or any predecessor Certificate) and applied to reduce the Certificate Principal Balance thereof pursuant to Section 4.02(a) and (y) the aggregate of all reductions in Certificate Principal Balance deemed to have occurred in connection with Realized Losses which were previously allocated to such Certificate (or any predecessor Certificate) pursuant to Section 4.05; provided, that if the Certificate Principal Balances of the Class B Certificates have been reduced to zero, the Certificate Principal Balance of each Class M Certificate of those Class M Certificates outstanding with the highest numerical designation at any given time shall thereafter be calculated to equal the Percentage Interest evidenced by such Certificate times the excess, if any, of (A) the then aggregate Stated Principal Balance of the Mortgage Loans over (B) the then aggregate Certificate Principal Balance of all other Classes of Certificates then outstanding. With respect to each Class B Certificate, on any date of determination, an amount equal to (i) the Initial Certificate Principal Balance of such Class B Certificate as specified on the face thereof, minus (ii) the sum of (x) the aggregate of all amounts previously distributed with respect to such Certificate (or any predecessor Certificate) and applied to reduce the Certificate Principal Balance thereof pursuant to Section 4.02(a) and (y) the aggregate of all reductions in Certificate Principal Balance deemed to have occurred in connection with Realized Losses which were previously allocated to such Certificate (or any predecessor Certificate) pursuant to Section 4.05;

provided,
that the Certificate Principal Balance of each Class B
Certificate
of those Class B Certificates outstanding with the highest
numerical
designation at any given time shall be calculated to equal the
Percentage Interest evidenced by such Certificate times the
excess,
if any, of (A) the then aggregate Stated Principal Balance of the
Mortgage Loans over (B) the then aggregate Certificate Principal
Balance of all other Classes of Certificates then outstanding.
The
Class A-5 Certificates and Class A-6 Certificates have no
Certificate Principal Balance.

Certificate Register and
Certificate Registrar: The
register maintained and the registrar appointed pursuant to
Section
5.02.

Class: Collectively, all of
the Certificates bearing
the same designation.

Class A Certificate: Any one
of the Class A-1, Class A-
2, Class A-3, Class A-4, Class A-5 or Class A-6 Certificates,
executed by the Trustee and authenticated by the Certificate
Registrar substantially in the form annexed hereto as Exhibit A,
each such Certificate (other than the Class A-6 Certificates)
evidencing an interest designated as a "regular interest" in
REMIC
II for purposes of the REMIC Provisions. The Class A-6
Certificates
will represent the entire beneficial ownership interest in the
Uncertificated REMIC II Regular Interests.

Class B Certificate: Any one
of the Class B-1, Class B-
2, or Class B-3 Certificates executed by the Trustee and
authenticated by the Certificate Registrar substantially in the
form
annexed hereto as Exhibit C and evidencing an interest designated
as
a "regular interest" in REMIC II for purposes of the REMIC
Provisions.

Class B Percentage: The Class
B-1 Percentage, Class B-2
Percentage and the Class B-3 Percentage.

Class B-1 Percentage: With respect to any Distribution Date, a fraction, expressed as a percentage, the numerator of which is the aggregate Certificate Principal Balance of the Class B-1 Certificates immediately prior to such date and the denominator of which is the aggregate Stated Principal Balance of all of the Mortgage Loans (or related REO Properties) immediately prior to such Distribution Date.

Class B-1 Prepayment Distribution Trigger: With respect to any Distribution Date, a test that shall be satisfied if the fraction (expressed as a percentage) equal to the sum of the Certificate Principal Balances of the Class B-1 Certificates, Class B-2 Certificates and Class B-3 Certificates immediately prior to such Distribution Date divided by the aggregate Stated Principal Balance of all of the Mortgage Loans (or related REO Properties) immediately prior to such Distribution Date is greater than or equal to 1.50%.

Class B-2 Percentage: With respect to any Distribution Date, a fraction, expressed as a percentage, the numerator of which is the aggregate Certificate Principal Balance of the Class B-2 Certificates immediately prior to such date and the denominator of which is the aggregate Stated Principal Balance of all of the Mortgage Loans (or related REO Properties) immediately prior to such Distribution Date.

Class B-2 Prepayment Distribution Trigger: With respect to any Distribution Date, a test that shall be satisfied if the fraction (expressed as a percentage) equal to the sum of the Certificate Principal Balances of the Class B-2 Certificates and Class B-3 Certificates immediately prior to such Distribution Date divided by the aggregate Stated Principal Balance of all of the Mortgage Loans (or related REO Properties) immediately prior to such Distribution Date is greater than or equal to 0.90%.

Class B-3 Percentage: With

respect to any Distribution Date, a fraction expressed as a percentage, the numerator of which is the aggregate Certificate Principal Balance of the Class B-3 Certificates immediately prior to such date and the denominator of which is the aggregate Stated Principal Balance of all the Mortgage Loans (or related REO Properties) immediately prior to such Distribution Date.

Class B-3 Prepayment

Distribution Trigger: With respect to any Distribution Date, a test that shall be satisfied if the fraction (expressed as a percentage) equal to the aggregate Certificate Principal Balance of the Class B-3 Certificates immediately prior to such Distribution Date divided by the aggregate Stated Principal Balance of all of the Mortgage Loans (or related REO Properties) immediately prior to such Distribution Date is greater than or equal to 0.50%.

Class M Certificate: Any one of the Class M-1 Certificates, Class M-2 Certificates or Class M-3 Certificates executed by the Trustee and authenticated by the Certificate Registrar substantially in the form annexed hereto as Exhibit B and evidencing an interest designated as a "regular interest" in REMIC II for purposes of the REMIC Provisions.

Class M Percentage: The Class M-1 Percentage, Class M-2 Percentage and Class M-3 Percentage.

Class M-1 Percentage: With respect to any Distribution Date, a fraction, expressed as a percentage, the numerator of which is the aggregate Certificate Principal Balance of the Class M-1 Certificates immediately prior to such date and the denominator of which is the aggregate Stated Principal Balance of all of the Mortgage Loans (or related REO Properties) immediately prior to such Distribution Date.

Class M-2 Percentage: With respect to any Distribution Date, a fraction, expressed as a percentage, the numerator of

which is the aggregate Certificate Principal Balance of the Class M-2 Certificates immediately prior to such date and the denominator of which is the aggregate Stated Principal Balance of all of the Mortgage Loans (or related REO Properties) immediately prior to such Distribution Date.

Class M-2 Prepayment

Distribution Trigger: With respect to any Distribution Date, a test that shall be satisfied if the fraction (expressed as a percentage) equal to the sum of the Certificate Principal Balances of the Class M-2 Certificates, Class M-3 Certificates, Class B-1 Certificates, Class B-2 Certificates and Class B-3 Certificates immediately prior to such Distribution Date divided by the aggregate Stated Principal Balance of all of the Mortgage Loans (or related REO Properties) immediately prior to such Distribution Date is greater than or equal to 4.00%.

Class M-3 Percentage: With

respect to any Distribution Date, a fraction, expressed as a percentage, the numerator of which is the aggregate Certificate Principal Balance of the Class M-3 Certificates immediately prior to such date and the denominator of which is the aggregate Stated Principal Balance of all of the Mortgage Loans (or related REO Properties) immediately prior to such Distribution Date.

Class M-3 Prepayment

Distribution Trigger: With respect to any Distribution Date, a test that shall be satisfied if the fraction (expressed as a percentage) equal to the sum of the Certificate Principal Balances of the Class M-3 Certificates, Class B-1 Certificates, Class B-2 Certificates and Class B-3 Certificates immediately prior to such Distribution Date divided by the aggregate Stated Principal Balance of all of the Mortgage Loans (or related REO Properties) immediately prior to such Distribution Date is greater than or equal to 2.75%.

Class R Certificate: Any one

of the Class R-I
Certificates or Class R-II Certificates.

Class R-I Certificate: Any one
of the Class R-I
Certificates executed by the Trustee and authenticated by the
Certificate Registrar substantially in the form annexed hereto as
Exhibit D and evidencing an interest designated as a "residual
interest" in REMIC I for purposes of the REMIC Provisions.

Class R-II Certificate: Any
one of the Class R-II
Certificates executed by the Trustee and authenticated by the
Certificate Registrar substantially in the form annexed hereto as
Exhibit D and evidencing an interest designated as a "residual
interest" in REMIC II for purposes of the REMIC Provisions.

Closing Date: May 30, 1995.

Code: The Internal Revenue
Code of 1986.

Compensating Interest: With
respect to any Distribution
Date, an amount equal to Prepayment Interest Shortfalls resulting
from Principal Prepayments in Full during the related Prepayment
Period, but not more than the lesser of (a) one-twelfth of 0.125%
of
the Stated Principal Balance of the Mortgage Loans immediately
preceding such Distribution Date and (b) the sum of the Servicing
Fee, all income and gain on amounts held in the Custodial Account
and the Certificate Account and payable to the Certificateholders
with respect to such Distribution Date and servicing compensation
to
which the Master Servicer may be entitled pursuant to Section
3.10(a) (v) and (vi); provided that for purposes of this
definition
the amount of the Servicing Fee will not be reduced pursuant to
Section 7.02 except as may be required pursuant to the last
sentence
of such Section.

Cooperative: A private,
cooperative housing corporation
organized under the laws of, and headquartered in, the State of
New
York which owns or leases land and all or part of a building or
buildings located in the State of New York, including apartments,
spaces used for commercial purposes and common areas therein and
whose board of directors authorizes, among other things, the sale
of

Cooperative Stock.

Cooperative Apartment: A

dwelling unit in a multi-dwelling building owned or leased by a Cooperative, which unit the Mortgagor has an exclusive right to occupy pursuant to the terms of a proprietary lease or occupancy agreement.

Cooperative Lease: With

respect to a Cooperative Loan, the proprietary lease or occupancy agreement with respect to the Cooperative Apartment occupied by the Mortgagor and relating to the related Cooperative Stock, which lease or agreement confers an exclusive right to the holder of such Cooperative Stock to occupy such apartment.

Cooperative Loans: Any of the

Mortgage Loans made in respect of a Cooperative Apartment, evidenced by a Mortgage Note and secured by (i) a Security Agreement, (ii) the related Cooperative Stock Certificate, (iii) an assignment of the Cooperative Lease, (iv) financing statements and (v) a stock power (or other similar instrument), and ancillary thereto, a recognition agreement between the Cooperative and the originator of the Cooperative Loan, each of which was transferred and assigned to the Trustee pursuant to Section 2.01 and are from time to time held as part of the Trust Fund.

Cooperative Stock: With

respect to a Cooperative Loan, the single outstanding class of stock, partnership interest or other ownership instrument in the related Cooperative.

Cooperative Stock Certificate:

With respect to a Cooperative Loan, the stock certificate or other instrument evidencing the related Cooperative Stock.

Corporate Trust Office: The

principal office of the Trustee at which at any particular time its corporate trust business with respect to this Agreement shall be administered, which office

at the date of the execution of this instrument is located at One First National Plaza, Suite 0126, Chicago, Illinois 60670-0126, Attention: Residential Funding Corporation Series 1995-S8.

Credit Support Depletion Date:

The first Distribution Date on which the Senior Percentage equals 100%.

Curtailment: Any Principal

Prepayment made by a Mortgagor which is not a Principal Prepayment in Full.

Custodial Account: The

custodial account or accounts created and maintained pursuant to Section 3.07 in the name of a depository institution, as custodian for the holders of the Certificates, for the holders of certain other interests in mortgage loans serviced or sold by the Master Servicer and for the Master Servicer, into which the amounts set forth in Section 3.07 shall be deposited directly. Any such account or accounts shall be an Eligible Account.

Custodial Agreement: An

agreement that may be entered into among the Company, the Master Servicer, the Trustee and a Custodian in substantially the form of Exhibit E hereto.

Custodian: A custodian appointed pursuant to a Custodial Agreement.

Cut-off Date: May 1, 1995.

Cut-off Date Principal Balance:

As to any Mortgage Loan, the unpaid principal balance thereof at the Cut-off Date after giving effect to all installments of principal due on or prior thereto, whether or not received.

Debt Service Reduction: With

respect to any Mortgage Loan, a reduction in the scheduled Monthly Payment for such Mortgage Loan by a court of competent jurisdiction in a proceeding under the Bankruptcy Code, except such a reduction constituting a Deficient Valuation or any reduction that results in a permanent

forgiveness
of principal.

Deficient Valuation: With
respect to any Mortgage Loan,
a valuation by a court of competent jurisdiction of the Mortgaged
Property in an amount less than the then outstanding indebtedness
under the Mortgage Loan, or any reduction in the amount of
principal
to be paid in connection with any scheduled Monthly Payment that
constitutes a permanent forgiveness of principal, which valuation
or
reduction results from a proceeding under the Bankruptcy Code.

Definitive Certificate: Any
definitive, fully
registered Certificate.

Deleted Mortgage Loan: A
Mortgage Loan replaced or to
be replaced with a Qualified Substitute Mortgage Loan.

Depository: The Depository
Trust Company, or any
successor Depository hereafter named. The nominee of the initial
Depository for purposes of registering those Certificates that
are
to be Book-Entry Certificates is Cede & Co. The Depository shall
at
all times be a "clearing corporation" as defined in Section
8-102(3)
of the Uniform Commercial Code of the State of New York and a
"clearing agency" registered pursuant to the provisions of
Section
17A of the Securities Exchange Act of 1934, as amended.

Depository Participant: A
broker, dealer, bank or other
financial institution or other Person for whom from time to time
a
Depository effects book-entry transfers and pledges of securities
deposited with the Depository.

Destroyed Mortgage Note: A
Mortgage Note the original
of which was permanently lost or destroyed and has not been
replaced.

Determination Date: With
respect to any Distribution
Date, the 20th day (or if such 20th day is not a Business Day,

the
Business Day immediately following such 20th day) of the month of
the related Distribution Date.

Disqualified Organization: Any

organization defined as
a "disqualified organization" under Section 860E(e)(5) of the
Code,
which includes 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 the FHLMC, 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 and (v) 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 REMIC I, REMIC
II
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 Date: The 25th

day of any month beginning
in the month immediately following the month of the initial
issuance
of the Certificates or, if such 25th day is not a Business Day,
the

Business Day immediately following such 25th day.

Due Date: With respect to any Distribution Date, the first day of the month in which such Distribution Date occurs.

Due Period: With respect to any Distribution Date, the period commencing on the second day of the month preceding the month of such Distribution Date and ending on the related Due Date.

Duff & Phelps: Duff & Phelps Credit Rating Co. or its successor in interest.

Eligible Account: An account that is any of the following: (i) maintained with a depository institution the debt obligations of which have been rated by each Rating Agency in its highest rating 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 Trustee and each Rating Agency) the registered Holders of Certificates 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) in the case of the Custodial Account, either (A) a trust account or accounts maintained in the corporate trust department of The First National Bank of Chicago or (B) an account or accounts maintained in the corporate asset services department of The First National Bank of Chicago, as long as its short term debt obligations are rated P-1 (or the equivalent) or better by each Rating Agency and its long term debt obligations are rated A2 (or the equivalent) or better, by each Rating Agency, or (iv) in the case of the Certificate Account, a trust account or accounts maintained in the corporate trust division

of The First National Bank of Chicago, 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 as the Custodial Account or the Certificate Account will not reduce the rating assigned to any Class of Certificates by such Rating Agency below the lower of the then-current rating or the rating assigned to such Certificates as of the Closing Date by such Rating Agency).

Event of Default: As defined in Section 7.01.

Excess Bankruptcy Loss: Any Bankruptcy Loss, or portion thereof, which exceeds the then applicable Bankruptcy Amount.

Excess Fraud Loss: Any Fraud Loss, or portion thereof, which exceeds the then applicable Fraud Loss Amount.

Excess Special Hazard Loss: Any Special Hazard Loss, or portion thereof, that exceeds the then applicable Special Hazard Amount.

Excess Subordinate Principal Amount: With respect to any Distribution Date on which the Certificate Principal Balance of the most subordinate class or classes of Certificates (as established in Section 4.05 hereof) then outstanding is to be reduced to zero and on which Realized Losses are to be allocated to such class or classes, the amount, if any, by which (i) the aggregate amount that would otherwise be distributable in respect of principal on such class or classes of Certificates on such Distribution Date is greater than (ii) the excess, if any, of the Certificate Principal Balance of such class or classes of Certificates immediately prior to such Distribution Date over the aggregate amount of Realized Losses to be allocated to such class or classes of Certificates on such Distribution Date.

Extraordinary Events: Any of the following conditions with respect to a Mortgaged Property or Mortgage Loan causing or resulting in a loss which causes the liquidation of such Mortgage

Loan:

(a) losses that are of a type that would be covered by the fidelity bond and the errors

and omissions insurance policy

required to be maintained pursuant to Section 3.12

(b) but are in excess of the

coverage

maintained thereunder;

(b) nuclear reaction or nuclear radiation or radioactive contamination, all

whether controlled or uncontrolled, and whether such

loss be direct or indirect, proximate or remote or be in whole

or in part caused by, contributed to or aggravated by a peril covered by the definition of the term "Special

Hazard Loss";

(c) hostile or warlike action in time of peace or war, including action in hindering, combatting or defending against an actual, impending or expected attack:

1. by any government or sovereign power, de jure or de facto, or by any authority maintaining or using military, naval or air forces; or
2. by military, naval or air forces; or
3. by an agent of any such government, power, authority or forces;

(d) any weapon of war
employing atomic fission or
radioactive force whether in time
of peace or war; or

(e) insurrection,
rebellion, revolution, civil war,
usurped power or action taken by
governmental authority in
hindering, combatting or defending
against such an
occurrence, seizure or destruction
under quarantine or
customs regulations, confiscation

by order of any government
or public authority; or risks of
contraband or illegal
transportation or trade.

Extraordinary Losses: Any loss incurred on a

Mortgage Loan caused by or
resulting from an

Extraordinary Event.

FDIC: Federal Deposit
Insurance Corporation or any
successor thereto.

FHLMC: Federal Home Loan
Mortgage Corporation, a
corporate instrumentality of the United

States created and existing
under Title III of the Emergency Home

Finance Act of 1970, as
amended, or any successor thereto.

Final Distribution Date: The
Distribution Date on which
the final distribution in respect of the Certificates will be
made
pursuant to Section 9.01 which Final Distribution Date shall in
no
event be later than the end of the 90-day liquidation period
described in Section 9.02.

Fitch: Fitch Investors

Service, Inc. or its successor
in interest.

FNMA: Federal National

Mortgage Association, a
federally chartered and privately owned corporation organized and
existing under the Federal National Mortgage Association Charter
Act, or any successor thereto.

Foreclosure Profits: As to any
Distribution Date or
related Determination Date and any Mortgage Loan, the excess, if
any, of Liquidation Proceeds, Insurance Proceeds and REO Proceeds
(net of all amounts reimbursable therefrom pursuant to Section
3.10(a)(ii)) in respect of each Mortgage Loan or REO Property for
which a Cash Liquidation or REO Disposition occurred in the
related
Prepayment Period over the sum of the unpaid principal balance of
such Mortgage Loan or REO Property (determined, in the case of an
REO Disposition, in accordance with Section 3.14) plus accrued
and
unpaid interest at the Mortgage Rate on such unpaid principal
balance from the Due Date to which interest was last paid by the
Mortgagor to the first day of the month following the month in
which
such Cash Liquidation or REO Disposition occurred.

Fraud Loss Amount: As of any
date of determination
after the Cut-off Date, an amount equal to: (X) prior to the
first
anniversary of the Cut-off Date an amount equal to 2.0% of the
aggregate outstanding principal balance of all of the Mortgage
Loans
as of the Cut-off Date minus the aggregate amount of Fraud Losses
allocated solely to one or more specific Classes of Certificates
in
accordance with Section 4.05 since the Cut-off Date up to such
date
of determination and (Y) from the first to the fifth anniversary
of
the Cut-off Date, an amount equal to (1) the lesser of (a) the
Fraud
Loss Amount as of the most recent anniversary of the Cut-off Date
and (b) 1.0% of the aggregate outstanding principal balance of
all
of the Mortgage Loans as of the most recent anniversary of the
Cut-
off Date minus (2) the Fraud Losses allocated solely to one or
more
specific Classes of Certificates in accordance with Section 4.05

since the most recent anniversary of the Cut-off Date up to such date of determination. On and after the fifth anniversary of the Cut-off Date the Fraud Loss Amount shall be zero.

The Fraud Loss Amount may be further reduced by the Master Servicer (including accelerating the manner in which such coverage is reduced) provided that prior to any such reduction, the Master Servicer shall (i) obtain written confirmation from each Rating Agency that such reduction shall not reduce the rating assigned to any Class of Certificates by such Rating Agency below the lower of the then-current rating or the rating assigned to such Certificates as of the Closing Date by such Rating Agency and (ii) provide a copy of such written confirmation to the Trustee.

Fraud Losses: Losses on Mortgage Loans as to which there was fraud in the origination of such Mortgage Loan.

Independent: When used with respect to any specified Person, means such a Person who (i) is in fact independent of the Company, the Master Servicer and the Trustee, or any Affiliate thereof, (ii) does not have any direct financial interest or any material indirect financial interest in the Company, the Master Servicer or the Trustee or in an Affiliate thereof, and (iii) is not connected with the Company, the Master Servicer or the Trustee as an officer, employee, promoter, underwriter, trustee, partner, director or person performing similar functions.

Initial Certificate Principal Balance: With respect to each Class of Certificates, the Certificate Principal Balance of such Class of Certificates as of the Cut-off Date as set forth in the Preliminary Statement hereto.

Initial Monthly Payment Deposit: As defined in Section 2.01(f).

Insurance Proceeds: Proceeds paid in respect of the Mortgage Loans pursuant to any Primary Insurance Policy or any other related insurance policy covering a Mortgage Loan, to the extent

such proceeds are payable to the mortgagee under the Mortgage, any Subservicer, the Master Servicer or the Trustee and are not applied to the restoration of the related Mortgaged Property or released to the Mortgagor in accordance with the procedures that the Master Servicer would follow in servicing mortgage loans held for its own account.

Insurer: Any named insurer under any Primary Insurance Policy or any successor thereto or the named insurer in any replacement policy.

Late Collections: With respect to any Mortgage Loan, all amounts received during any Due Period, whether as late payments of Monthly Payments or as Insurance Proceeds, Liquidation Proceeds or otherwise, which represent late payments or collections of Monthly Payments due but delinquent for a previous Due Period and not previously recovered.

Liquidation Proceeds: Amounts (other than Insurance Proceeds) received by the Master Servicer in connection with the taking of an entire Mortgaged Property by exercise of the power of eminent domain or condemnation or in connection with the liquidation of a defaulted Mortgage Loan through trustee's sale, foreclosure sale or otherwise, other than REO Proceeds.

Loan-to-Value Ratio: As of any date, the fraction, expressed as a percentage, the numerator of which is the current principal balance of the related Mortgage Loan at the date of determination and the denominator of which is the Appraised Value of the related Mortgaged Property.

Maturity Date: The latest possible maturity date, solely for purposes of Section 1.860G-1(a)(4)(iii) of the Treasury regulations, by which the Certificate Principal Balance of each Class of Certificates representing a regular interest in REMIC II (other than the Class A-6 Certificates) and the Uncertificated

Principal Balance of each Uncertificated REMIC I Regular Interest (other than each Uncertificated REMIC I Regular Interest Z) would be reduced to zero, which is May 25, 2025, the Distribution Date immediately following the latest scheduled maturity date of any Mortgage Loan. The Maturity Date for each Uncertificated REMIC I Regular Interest Z and Uncertificated REMIC II Regular Interest is the Distribution Date related to the maturity date for the related Mortgage Loan.

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 amortization schedule at the time applicable thereto (after adjustment, if any, for curtailments and for Deficient Valuations occurring prior to such Due Date but before any adjustment to such amortization schedule by reason of any bankruptcy, other than a Deficient Valuation, or similar proceeding or any moratorium or similar waiver or grace period).

Moody's: Moody's Investors Service, Inc., or its successor in interest.

Mortgage: With respect to each Mortgage Note related to a Mortgage Loan which is not a Cooperative Loan, the mortgage, deed of trust or other comparable instrument creating a first lien on an estate in fee simple or leasehold interest in real property securing a Mortgage Note.

Mortgage File: The mortgage documents listed in Section 2.01 pertaining to a particular Mortgage Loan and any additional documents required to be added to the Mortgage File pursuant to this Agreement.

Mortgage Loan Schedule: The list of the Mortgage Loans attached hereto as Exhibit F (as amended from time to time to reflect the addition of Qualified Substitute Mortgage Loans), which list shall set forth at a minimum the following information as to

each Mortgage Loan:

- (i) the Mortgage Loan identifying number ("RFC LOAN #");
- (ii) the street address of the Mortgaged Property including state and zip code ("ADDRESS");
- iii) the maturity of the Mortgage Note ("MATURITY DATE");
- (iv) the Mortgage Rate ("ORIG RATE");
- (v) the Subservicer pass-through rate ("CURR NET");
- (vi) the Net Mortgage Rate ("RFC NET RATE");
- (vii) the Pool Strip Rate("STRIP");
- (viii) the initial scheduled monthly payment of principal, if any, and interest ("ORIGINAL P & I");
- (ix) the Cut-off Date Principal Balance ("PRINCIPAL BAL");
- (x) the Loan-to-Value Ratio at origination ("LTV");
- (xi) the rate at which the Subservicing Fee accrues ("SUBSERV FEE");
- (xii) a code "T," "BT" or "CT" under the column "LN FEATURE," indicating that the Mortgage Loan is secured by a second or vacation residence;
- (xiii) a code "N" under the column "OCCP CODE," indicating that the Mortgage Loan is secured by a non-owner occupied residence; and

(xiv) the rate at which the
Servicing Fee accrues
("MSTR SERV FEE").

Such schedule may consist of multiple reports that collectively
set
forth all of the information requested.

Mortgage Loans: Such of the
mortgage loans transferred
and assigned to the Trustee pursuant to Section 2.01 as from time
to
time are held or deemed to be held as a part of the Trust Fund,
the
Mortgage Loans originally so held being identified in the initial
Mortgage Loan Schedule, and Qualified Substitute Mortgage Loans
held
or deemed held as part of the Trust Fund including, without
limitation, (i) with respect to each Cooperative Loan, the
related
Mortgage Note, Security Agreement, Assignment of Proprietary
Lease,
Cooperative Stock Certificate, Cooperative Lease and Mortgage
File
and all rights appertaining thereto, and (ii) with respect to
each
Mortgage Loan other than a Cooperative Loan, each related
Mortgage
Note, Mortgage and Mortgage File and all rights appertaining
thereto.

Mortgage Note: The originally
executed note or other
evidence of indebtedness evidencing the indebtedness of a
Mortgagor
under a Mortgage Loan, together with any modification thereto.

Mortgage Rate: As to any
Mortgage Loan, the interest
rate borne by the related Mortgage Note, or any modification
thereto.

Mortgaged Property: The
underlying real property
securing a Mortgage Loan.

Mortgagor: The obligor on a
Mortgage Note.

Net Mortgage Rate: As to each

Mortgage Loan, a per annum rate of interest equal to the Adjusted Mortgage Rate less the per annum rate at which the Servicing Fee is calculated.

Non-Primary Residence Loans:

The Mortgage Loans designated as secured by second or vacation residences, or by non-owner occupied residences, on the Mortgage Loan Schedule.

Non-United States Person: Any Person other than a United States Person.

Nonrecoverable Advance: Any

Advance previously made or proposed to be made by the Master Servicer in respect of a Mortgage Loan (other than a Deleted Mortgage Loan) which, in the good faith judgment of the Master Servicer, will not, or, in the case of a proposed Advance, would not, be ultimately recoverable by the Master Servicer from related Late Collections, Insurance Proceeds, Liquidation Proceeds, REO Proceeds or amounts reimbursable to the Master Servicer pursuant to Section 4.02(a) hereof.

Nonsubserviced Mortgage Loan:

Any Mortgage Loan that, at the time of reference thereto, is not subject to a Subservicing Agreement.

Notional Amount: As of any

Distribution Date, with respect to the Class A-5 Certificates, an amount equal to the aggregate Certificate Principal Balance of the Class A-1 Certificates. As of any Distribution Date, with respect to the Class A-6 Certificates, an amount equal to the aggregate Certificate Principal Balance of all Classes of Certificates immediately prior to such date.

Officers' Certificate: A

certificate signed by the Chairman of the Board, the President or a Vice President or Assistant Vice President, and by the Treasurer, the Director, the Secretary, or one of the Assistant Treasurers or Assistant

Secretaries of the Company or the Master Servicer, as the case may be, and delivered to the Trustee, as required by this Agreement.

Opinion of Counsel: A written opinion of counsel acceptable to the Trustee and the Master Servicer, who may be counsel for the Company or the Master Servicer, provided that any opinion of counsel (i) referred to in the definition of "Disqualified Organization" or (ii) relating to the qualification of the Trust Fund as a REMIC or compliance with the REMIC Provisions must, unless otherwise specified, be an opinion of Independent counsel.

Original Senior Percentage: 93.25%, which is the fraction, expressed as a percentage, the numerator of which is the aggregate Initial Certificate Principal Balance of the Class A Certificates and Class R Certificates and the denominator of which is the aggregate Stated Principal Balance of the Mortgage Loans.

Outstanding Mortgage Loan: As to any Due Date, a Mortgage Loan (including an REO Property) which was not the subject of a Principal Prepayment in Full, Cash Liquidation or REO Disposition and which was not purchased, deleted or substituted for prior to such Due Date pursuant to Section 2.02, 2.03 or 2.04.

Ownership Interest: As to any Certificate, any ownership or security interest in such Certificate, including any interest in such Certificate as the Holder thereof and any other interest therein, whether direct or indirect, legal or beneficial, as owner or as pledgee.

Pass-Through Rate: With respect to the Class A Certificates (other than the Class A-6 Certificates), Class M Certificates, Class B Certificates and Class R Certificates and any Distribution Date, the per annum rate set forth in the Preliminary Statement hereto. With respect to the Class A-6 Certificates and any Distribution Date, a rate equal to the weighted average, expressed as a percentage, of the Pool Strip Rates of all

Mortgage

Loans in the Trust Fund as of the Due Date in the month immediately

preceding the month in which such Distribution Date occurs, weighted

on the basis of the respective Stated Principal Balances of such Mortgage Loans, which Stated Principal Balances shall be the Stated

Principal Balances of such Mortgage Loans, at the close of business

on the immediately preceding Distribution Date after giving effect

to the distributions thereon allocable to principal (or, in the case

of the initial Distribution Date, at the close of business on the Cut-off Date). With respect to the Class A-6 Certificates and the initial Distribution Date, the Pass-Through Rate is equal to 0.8939%

per annum.

Paying Agent: The First

National Bank of Chicago or any successor Paying Agent appointed by the Trustee.

Percentage Interest: With

respect to any Certificate

(other than a Class A-5, Class A-6 or Class R Certificate), the undivided percentage ownership interest in the related Class evidenced by such Certificate, which percentage ownership interest

shall be equal to the Initial Certificate Principal Balance thereof

divided by the aggregate Initial Certificate Principal Balance of all of the Certificates of the same Class. With respect to a Class

A-5, Class A-6 or Class R Certificate, the interest in distributions

to be made with respect to such Class evidenced thereby, expressed

as a percentage, as stated on the face of each 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) maturing not more than one month from the date of acquisition thereof, provided that the unsecured obligations of the party agreeing to repurchase such obligations are at the time rated by each Rating Agency in its highest short-term rating 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 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 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 original maturity of such short-term 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+ in the case of Standard & Poor's if Standard & Poor's is the Rating Agency;

- (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 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 rated by each Rating Agency in its highest long-term rating available; and
- (vi) other obligations or securities that are acceptable to each Rating Agency as a Permitted Investment hereunder and will not reduce the rating assigned to any Class of Certificates by such Rating Agency below the lower of the then-current rating or the rating assigned to such Certificates as of the Closing Date by such Rating Agency, as evidenced in writing;

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 rating available on unsecured long-term debt shall mean AAA in the case of Standard & Poor's and Fitch and Aaa in the

case of Moody's, and references herein to the highest rating available on unsecured commercial paper and short-term debt obligations shall mean the following: A-1 in the case of Standard & Poor's, P-1 in the case of Moody's, either A-1 by Standard & Poor's, P-1 by Moody's or F-1 by Fitch in the case of Fitch.

Permitted Transferee: Any

Transferee of a Class R

Certificate, other than a Disqualified Organization or Non-United States Person.

Person: Any individual,

corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

Pool Stated Principal Balance:

As to any date of

determination, the aggregate of the Stated Principal Balances of each Mortgage Loan that was an Outstanding Mortgage Loan on the Due

Date in the month preceding the month of such date of determination.

Pool Strip Rate: With respect

to each Mortgage Loan,

the rate per annum designated on the Mortgage Loan Schedule as the

"STRIP" for such Mortgage Loan. For purposes of the definition of

Qualified Substitute Mortgage Loan, Pool Strip Rate is the excess of

the Net Mortgage Rate over 8.00% per annum (but not less than 0.00% per annum).

Prepayment Assumption: A

prepayment assumption of 265%

of the standard prepayment assumption, used for determining the accrual of original issue discount and market discount and

premium
on the Certificates for federal income tax purposes. The
standard
prepayment assumption assumes a constant rate of prepayment of
mortgage loans of 0.2% per annum of the then outstanding
principal
balance of such mortgage loans in the first month of the life of
the
mortgage loans, increasing by an additional 0.2% per annum in
each
succeeding month until the thirtieth month, and a constant 6% per
annum rate of prepayment thereafter for the life of the mortgage
loans.

Prepayment Distribution

Percentage: With respect to any
Distribution Date and each Class of Class M Certificates and
Class
B Certificates, under the applicable circumstances set forth
below,
the respective percentages set forth below:

- (i) For any Distribution
Date on which the
Class M-1 Certificates
are outstanding and
prior to the later to
occur of (x) the
Distribution Date in
June 2002 and (y) the
Distribution Date on
which the sum of the
Class M-2, Class M-3,
Class B-1, Class B-2
and Class B-3
Percentages (before taking
into account such
month's distribution)
equals or exceeds
8.00%:
 - (a) in the case
of the Class M-1
Certificates, 100%; and
 - (b) in the case
of each other Class
of Class M
Certificates and
each Class of
Class B

Certificates,
0%.

(ii) For any
Distribution Date
not described in
clause (i) above:

(a) in the case
of the Class of
Class M
Certificates then
outstanding
with the lowest
numerical
designation, or in
the event the
Class M
Certificates
are no longer
outstanding,
the Class of Class B

Certificates then outstanding
with the lowest numerical
designation and each other
Class of Class M Certificates
and Class B Certificates for
which the related Prepayment
Distribution Trigger has been
satisfied, a fraction,
expressed as a percentage, the
numerator of which is the
Certificate Principal Balance
of such Class immediately prior
to such date and the
denominator of which is the sum
of the Certificate Principal
Balances immediately prior to
such date of (1) the Class of
Class M Certificates then
outstanding with the lowest
numerical designation, or in
the event the Class M
Certificates are no longer
outstanding, the Class of Class B
Certificates then outstanding
with the lowest numerical
designation and (2) all other
Classes of Class M Certificates
and Class B Certificates for

which the respective Prepayment Distribution Triggers have been satisfied; and (b) in the case of each other Class of Class M Certificates and Class B Certificates for which the Prepayment Distribution Triggers have not been satisfied, 0%.

- (iii) Notwithstanding the foregoing, if the application of the foregoing percentages on any Distribution Date as provided in Section 4.02 (determined without regard to the proviso to the definition of "Subordinate Principal Distribution Amount") would result in a distribution in respect of principal of any Class or Classes of Class M Certificates and Class B Certificates in an amount greater than the remaining Certificate Principal Balance thereof (any such class, a "Maturing Class"), then: (a) the Prepayment Distribution Percentage of each Maturing Class shall be reduced to a level that, when applied as described above, would exactly reduce the Certificate Principal Balance of such Class to zero; (b) the Prepayment Distribution Percentage of each other Class of Class M Certificates and Class B Certificates (any such Class, a "Non-Maturing

Class") shall be recalculated in accordance with the provisions in paragraph (ii) above, as if the Certificate Principal Balance of each Maturing Class had been reduced to zero (such percentage as recalculated, the "Recalculated Percentage"); (c) the total amount of the reductions in the Prepayment Distribution Percentages of the Maturing Class or Classes pursuant to clause (a) of this sentence, expressed as an aggregate percentage, shall be allocated among the Non-Maturing Classes in proportion to their respective Recalculated Percentages (the portion of such aggregate reduction so allocated to any Non-Maturing Class, the "Adjustment Percentage"); and (d) for purposes of such Distribution Date, the Prepayment Distribution Percentage of each Non-Maturing Class shall be equal to the sum of (1) the Prepayment Distribution Percentage thereof, calculated in accordance with the provisions in paragraph (ii) above as if the Certificate Principal Balance of each Maturing Class had not been reduced to zero, plus (2) the related

Adjustment
Percentage.

Prepayment Distribution

Trigger: The Class M-2
Prepayment Distribution Trigger, Class M-3 Prepayment
Distribution
Trigger, Class B-1 Prepayment Distribution Trigger, Class B-2
Prepayment Distribution Trigger or Class B-3 Prepayment
Distribution
Trigger.

Prepayment Interest Shortfall:

As to any Distribution
Date and any Mortgage Loan (other than a Mortgage Loan relating
to
an REO Property) that was the subject of (a) a Principal
Prepayment
in Full during the related Prepayment Period, an amount equal to
the
excess of one month's interest at the Net Mortgage Rate on the
Stated Principal Balance of such Mortgage Loan over the amount of
interest (adjusted to the Net Mortgage Rate) paid by the
Mortgagor
for such Prepayment Period to the date of such Principal
Prepayment
in Full or (b) a Curtailment during the prior calendar month, an
amount equal to one month's interest at the Net Mortgage Rate on
the
amount of such Curtailment.

Prepayment Period: As to any
Distribution Date, the
calendar month preceding the month of distribution.

Primary Insurance Policy: Each
primary policy of
mortgage guaranty insurance or any replacement policy therefor
referred to in Section 2.03(b)(iv) and (v).

Principal Prepayment: Any
payment of principal or other
recovery on a Mortgage Loan, including a recovery that takes the
form of Liquidation Proceeds or Insurance Proceeds, which is
received in advance of its scheduled Due Date and is not
accompanied
by an amount as to interest representing scheduled interest on
such
payment due on any date or dates in any month or months
subsequent
to the month of prepayment.

Principal Prepayment in Full:

Any Principal Prepayment

made by a Mortgagor of the entire principal balance of a Mortgage Loan.

Program Guide: Collectively,

the Seller Guide and the

Servicer Guide for Residential Funding's mortgage loan purchase and

conduit servicing program and all supplements and amendments thereto

published by Residential Funding from time to time.

Purchase Price: With respect

to any Mortgage Loan (or

REO Property) required to be purchased on any date pursuant to Section 2.02, 2.03, 2.04 or 4.07, an amount equal to the sum of (i)

100% of the Stated Principal Balance thereof plus the principal portion of any related unreimbursed Advances and (ii) unpaid accrued

interest at the Adjusted Mortgage Rate (or at the Net Mortgage Rate

in the case of a purchase made by the Master Servicer) on the Stated

Principal Balance thereof to the first day of the month following the month of purchase from the Due Date to which interest was last

paid by the Mortgagor.

Qualified Substitute Mortgage

Loan: A Mortgage Loan

substituted by Residential Funding or the Company for a Deleted Mortgage Loan which must, on the date of such substitution, as confirmed in an Officers' Certificate delivered to the 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 Mortgage Loan, an aggregate outstanding

principal balance, after such deduction), not in excess of the Stated Principal Balance of the Deleted Mortgage Loan (the amount of

any shortfall to be deposited by Residential Funding, in the Custodial Account in the month of substitution); (ii) have a Mortgage Rate and a Net Mortgage Rate no lower than and not more than 1% per annum higher than the Mortgage Rate and Net Mortgage Rate, respectively, of the Deleted Mortgage Loan as of the date of

substitution; (iii) have a Loan-to-Value Ratio at the time of substitution no higher than that of the Deleted Mortgage Loan at the time of substitution; (iv) have a remaining term to stated maturity not greater than (and not more than one year less than) that of the Deleted Mortgage Loan; (v) comply with each representation and warranty set forth in Sections 2.03 and 2.04 hereof and Section 4 of the Assignment Agreement; and (vi) have a Pool Strip Rate equal to or greater than that of the Deleted Mortgage Loan.

Notwithstanding any other provisions herein, in the event that the "Pool Strip Rate" of any Qualified Substitute Mortgage Loan as calculated pursuant to the definition of "Pool Strip Rate" is greater than the Pool Strip Rate of the related Deleted Mortgage Loan (i) the Pool Strip Rate of such Qualified Substitute Mortgage Loan shall be equal to the Pool Strip Rate of the related Deleted Mortgage Loan for purposes of calculating the Pass-Through Rate on the Class A-6 Certificates and (ii) the excess of the Pool Strip Rate on such Qualified Substitute Mortgage Loan as calculated pursuant to the definition of "Pool Strip Rate" over the Pool Strip Rate on the related Deleted Mortgage Loan shall be payable to the Class R-I Certificates pursuant to Section 4.02 hereof.

Rating Agency: Fitch and Standard & Poor's, with respect to the Class A Certificates and Class R Certificates, Standard & Poor's with respect to the Class M-1 and Class B-2 Certificates and Fitch with respect to the Class M-2, Class M-3 and Class B-1 Certificates. If either agency or a successor is no longer in existence, "Rating Agency" shall be such statistical credit rating agency, or other comparable Person, designated by the Company, notice of which designation shall be given to the Trustee and the Master Servicer.

Realized Loss: With respect to each Mortgage Loan (or

REO Property) as to which a Cash Liquidation or REO Disposition has occurred, an amount (not less than zero) equal to (i) the Stated Principal Balance of the Mortgage Loan (or REO Property) as of the date of Cash Liquidation or REO Disposition, plus (ii) interest (and REO Imputed Interest, if any) at the Net Mortgage Rate from the Due Date as to which interest was last paid or advanced to Certificateholders up to the last day of the month in which the Cash Liquidation (or REO Disposition) occurred on the Stated Principal Balance of such Mortgage Loan (or REO Property) outstanding during each Due Period that such interest was not paid or advanced, minus (iii) the proceeds, if any, received during the month in which such Cash Liquidation (or REO Disposition) occurred, to the extent applied as recoveries of interest at the Net Mortgage Rate and to principal of the Mortgage Loan, net of the portion thereof reimbursable to the Master Servicer or any Subservicer with respect to related Advances or expenses as to which the Master Servicer or Subservicer is entitled to reimbursement thereunder but which have not been previously reimbursed. With respect to each Mortgage Loan which has become the subject of a Deficient Valuation, the difference between the principal balance of the Mortgage Loan outstanding immediately prior to such Deficient Valuation and the principal balance of the Mortgage Loan as reduced by the Deficient Valuation. With respect to each Mortgage Loan which has become the object of a Debt Service Reduction, the amount of such Debt Service Reduction.

Record Date: With respect to each Distribution Date, the close of business on the last Business Day of the month next preceding the month in which the related Distribution Date occurs.

Regular Certificate: Any of the Certificates other than a Class R-I Certificate or Class R-II Certificate.

REMIC: A "real estate mortgage

investment conduit"

within the meaning of Section 860D of the Code.

REMIC I: The segregated pool

of assets, with respect to

which a REMIC election is to be made, consisting of:

- (i) the Mortgage Loans and the related Mortgage Files.
- (ii) all payments on and collections in respect of the Mortgage Loans due after the Cut-off Date as shall be on deposit in the Custodial Account or in the Certificate Account and identified as belonging to the Trust Fund, but not including the Initial Monthly Payment Deposit.
- (iii) property which secured a Mortgage Loan and which has been acquired for the benefit of the certificateholders by foreclosure or deed in lieu of foreclosure, and
- (iv) the hazard insurance policies and Primary Insurance Policies, if any, and certain proceeds thereof.

REMIC I Certificates: The Class R-I Certificates.

REMIC II: The segregated pool of assets consisting of

the Uncertificated REMIC I Regular Interests conveyed in trust to the Trustee for the benefit of the holders of the Class A-1, Class

A-2, Class A-3, Class A-4, Class A-5, Class A-6, Class M-1, Class M-

2, Class M-3, Class B-1, Class B-2, Class B-3 and Class R-II Certificates pursuant to Section 2.06, with respect to which a separate REMIC election is to be made.

REMIC II Certificates: Any of the Class A-1, Class A-2, Class A-3, Class A-4, Class A-5, Class A-6, Class M-1, Class M-2, Class M-3, Class B-1, Class B-2, Class B-3 and Class R-II Certificates.

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.

REO Acquisition: The acquisition by the Master Servicer on behalf of the Trustee for the benefit of the Certificateholders of any REO Property pursuant to Section 3.14.

REO Disposition: As to any REO Property, a determination by the Master Servicer that it has received all Insurance Proceeds, Liquidation Proceeds, REO Proceeds and other payments and recoveries (including proceeds of a final sale) which the Master Servicer expects to be finally recoverable from the sale or other disposition of the REO Property.

REO Imputed Interest: As to any REO Property, for any period, an amount equivalent to interest (at the Net Mortgage Rate that would have been applicable to the related Mortgage Loan had it been outstanding) on the unpaid principal balance of the Mortgage Loan as of the date of acquisition thereof for such period.

REO Proceeds: Proceeds, net of expenses, received in respect of any REO Property (including, without limitation, proceeds from the rental of the related Mortgaged Property) which proceeds are required to be deposited into the Custodial Account only upon

the related REO Disposition.

REO Property: A Mortgaged

Property acquired by the
Master Servicer through foreclosure or deed in lieu of
foreclosure
in connection with a defaulted Mortgage Loan.

Request for Release: A request
for release, the forms
of which are attached as Exhibit H hereto.

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, the Program Guide or the
related
Subservicing Agreement in respect of such Mortgage Loan.

Residential Funding:

Residential Funding Corporation,
a Delaware corporation, in its capacity as seller of the Mortgage
Loans to the Company and any successor thereto.

Responsible Officer: When used

with respect to the
Trustee, any officer of the Corporate Trust Department of the
Trustee, including any Senior Vice President, any Vice President,
any Assistant Vice President, any Assistant Secretary, any Trust
Officer or Assistant Trust Officer, or any other officer of the
Trustee customarily performing functions similar to those
performed
by any of the above designated officers to whom, with respect to
a
particular matter, such matter is referred.

Security Agreement: With

respect to a Cooperative Loan,
the agreement creating a security interest in favor of the
originator in the related Cooperative Stock.

Seller: As to any Mortgage

Loan, a Person, including
any Servicer, that executed a Seller's Agreement applicable to
such Mortgage Loan.

Seller's Agreement: An

agreement for the origination
and sale of Mortgage Loans generally in the form of the Seller
Contract referred to or contained in the Program Guide, or in

such other form as has been approved by the Master Servicer and the Company, each containing representations and warranties in respect of one or more Mortgage Loans.

Senior Accelerated Distribution

Percentage: With respect to any Distribution Date, the percentage indicated below:

Distribution Date	Senior Accelerated Distribution Percentage
June 1995 through May 2000	100%
June 2000 through May 2001	Senior Percentage, plus 70% of the difference between 100% and the Senior Percentage
June 2001 through May 2002	Senior Percentage, plus 60% of the difference between 100% and the Senior Percentage
June 2002 through May 2003	Senior Percentage, plus 40% of the difference between 100% and the Senior Percentage
June 2003 through July 2004	Senior Percentage, plus 20% of the difference between 100% and the Senior Percentage

June 2004 and thereafter Senior Percentage;

provided, however, (i) that any scheduled reduction to the Senior Accelerated Distribution Percentage described above shall not occur

as of any Distribution Date unless either (a) (1) the outstanding principal balance of Mortgage Loans delinquent 60 days or more averaged over the last six months, as a percentage of the aggregate

outstanding principal balance of all Mortgage Loans averaged over the last six months, does not exceed 2% and (2) Realized Losses on

the Mortgage Loans to date for such Distribution Date if occurring

during the sixth, seventh, eighth, ninth or tenth year (or any year

thereafter) after the Closing Date are less than 30%, 35%, 40%, 45%

and 50%, respectively, of the sum of the Initial Certificate Principal Balances of the Class M Certificates and Class B Certificates or (b) (1) the outstanding principal balance of the Mortgage Loans delinquent 60 days or more averaged over the last six

months, as a percentage of the aggregate outstanding principal balance of all Mortgage Loans averaged over the last six months, does not exceed 4% and (2) Realized Losses on the Mortgage Loans to

date for such Distribution Date are less than 10% of the sum of the

Initial Certificate Principal Balances of the Class M Certificates

and Class B Certificates and (ii) that for any Distribution Date on

which the Senior Percentage is greater than the Original Senior Percentage, the Senior Accelerated Distribution Percentage for such

Distribution Date shall be 100%. Notwithstanding the foregoing, upon the reduction of the aggregate Certificate Principal Balance of

the Class A Certificates and Class R Certificates to zero, the Senior Accelerated Distribution Percentage shall thereafter be 0%.

Senior Percentage: As of any Distribution Date, the lesser of 100% and a fraction, expressed as a percentage, the numerator of which is the aggregate Certificate Principal Balance of the Class A Certificates and Class R Certificates immediately

prior to such Distribution Date and the denominator of which is the aggregate Stated Principal Balance of all of the Mortgage Loans (or related REO Properties) immediately prior to such Distribution Date.

Senior Principal Distribution

Amount: As to any Distribution Date, the lesser of (a) the balance of the Available Distribution Amount remaining after the distribution of all amounts required to be distributed pursuant to Section 4.02(a)(i) and (b) the sum of the amounts required to be distributed to the Class A Certificateholders and Class R Certificateholders on such Distribution Date pursuant to Section 4.02(a)(ii), (xvi) and (xvii).

Servicing Accounts: The account or accounts created and maintained pursuant to Section 3.08.

Servicing Advances: All customary, reasonable and necessary "out of pocket" costs and expenses incurred in connection with a default, delinquency or other unanticipated event by the Master Servicer in the performance of its servicing obligations, including, but not limited to, the cost of (i) the preservation, restoration and protection of a Mortgaged Property, (ii) any enforcement or judicial proceedings, including foreclosures, (iii) the management and liquidation of any REO Property and (iv) compliance with the obligations under Sections 3.01, 3.08, 3.12(a) and 3.14.

Servicing Fee: With respect to any Mortgage Loan and Distribution Date, the fee payable monthly to the Master Servicer in respect of master servicing compensation that accrues at an annual rate designated on the Mortgage Loan Schedule as the "MSTR SERV FEE" for such Mortgage Loan, as may be adjusted with respect to successor Master Servicers as provided in Section 7.02.

Servicing Officer: Any officer of the Master 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 Trustee by the Master Servicer, as such list may from time to time be amended.

Special Hazard Amount: As of any Distribution Date, an amount equal to \$2,000,000.00 minus the sum of (i) the aggregate amount of Special Hazard Losses allocated solely to one or more specific Classes of Certificates in accordance with Section 4.05 and (ii) the Adjustment Amount (as defined below) as most recently calculated. For each anniversary of the Cut-off Date, the Adjustment Amount shall be calculated and shall be equal to the amount, if any, by which the amount calculated in accordance with the preceding sentence (without giving effect to the deduction of the Adjustment Amount for such anniversary) exceeds the greater of (A) the greater of (i) the product of 0.50% multiplied by the outstanding principal balance of all Mortgage Loans on the Distribution Date immediately preceding such anniversary times a fraction, the numerator of which is equal to the aggregate outstanding principal balance (as of the immediately preceding Distribution Date) of all of the Mortgage Loans secured by Mortgaged Properties located in the State of California divided by the aggregate outstanding principal balance (as immediately preceding Distribution Date) of all the Mortgage Loans, expressed as a percentage, and the denominator of which is equal to 31.5% (which percentage is equal to the percentage of Mortgage Loans initially secured by Mortgaged Properties located in the State of California) and (ii) the aggregate outstanding principal balance (as of the immediately preceding Distribution Date) of the largest Mortgage Loan secured by a Mortgaged Property located in the State of California, and (B) the lesser of (i) the product of the Special Hazard Percentage for such anniversary and the outstanding principal balance of all the Mortgage Loans on the Distribution Date immediately preceding such anniversary, (ii) twice the outstanding principal balance of the Mortgage Loan in the Trust Fund which has the largest outstanding principal balance on the Distribution Date immediately preceding such anniversary and (iii) an amount calculated by the Master Servicer and approved by each Rating Agency, which amount shall not be less than \$500,000.

The Special Hazard Amount may

be further reduced by the Master Servicer (including accelerating the manner in which coverage is reduced) provided that prior to any such reduction, the Master Servicer shall (i) obtain written confirmation from each Rating Agency that such reduction shall not reduce the rating assigned to any Class of Certificates by such Rating Agency below the lower of the then-current rating or the rating assigned to such Certificates as of the Closing Date by such Rating Agency and (ii) provide a copy of such written confirmation to the Trustee.

Special Hazard Loss: Any

Realized Loss not in excess of the cost of the lesser of repair or replacement of a Mortgaged Property suffered by such Mortgaged Property on account of direct physical loss, exclusive of (i) any loss of a type covered by a hazard policy or a flood insurance policy required to be maintained in respect of such Mortgaged Property pursuant to Section 3.12(a), except to the extent of the portion of such loss not covered as a result of any coinsurance provision and (ii) any Extraordinary Loss.

Special Hazard Percentage: As

of each anniversary of the Cut-off Date, the greater of (i) 1.00% and (ii) the largest percentage obtained by dividing the aggregate outstanding principal balance (as of the immediately preceding Distribution Date) of the Mortgage Loans secured by Mortgaged Properties located in a single, five-digit zip code area in the State of California by the outstanding principal balance of all of the Mortgage Loans as of the immediately preceding Distribution Date.

Standard & Poor's: Standard & Poor's Ratings Group, a division of McGraw-Hill, Inc., or its successor in interest.

Stated Principal Balance: With respect to any Mortgage Loan or related REO Property, at any given time, (i) the Cut-off Date Principal Balance of the Mortgage Loan, minus (ii) the sum of

(a) the principal portion of the Monthly Payments due with respect to such Mortgage Loan or REO Property during each Due Period ending prior to the most recent Distribution Date which were received or with respect to which an Advance was made, and (b) all Principal Prepayments with respect to such Mortgage Loan or REO Property, and all Insurance Proceeds, Liquidation Proceeds and REO Proceeds, to the extent applied by the Master Servicer as recoveries of principal in accordance with Section 3.14 with respect to such Mortgage Loan or REO Property, in each case which were distributed pursuant to Section 4.02 on any previous Distribution Date, and (c) any Realized Loss allocated to Certificateholders with respect thereto for any previous Distribution Date.

Subordinate Principal

Distribution Amount: With respect to any Distribution Date and each Class of Class M Certificates and Class B Certificates, the (a) sum of (i) the product of (x) the related Class M Percentage or Class B Percentage for such Class and (y) the aggregate of the amounts calculated for such Distribution Date under clauses (1), (2) and (3) of Section 4.02(a)(ii)(A); (ii) such Class's pro rata share, based on the Certificate Principal Balance of each Class of Class M Certificates and Class B Certificates then outstanding, of the principal collections described in Section 4.02(a)(ii)(B)(b) to the extent such collections are not otherwise distributed to the Class A Certificates and Class R Certificates; (iii) the product of (x) the related Prepayment Distribution Percentage, (y) 100% minus the Senior Accelerated Distribution Percentage and (z) the aggregate of all Principal Prepayments in Full and Curtailments received in the related Prepayment Period; (iv) if such Class is the most senior Class of Certificates then outstanding (as established in Section 4.05 hereof), any Excess Subordinate Principal Amount for such Distribution Date; and (v) any amounts described in clauses (i), (ii) and (iii) as determined for any previous Distribution Date, that remain undistributed to the extent that such amounts are not attributable to Realized Losses which have been allocated to a subordinate Class of Class M or Class B Certificates minus (b) any Excess Subordinate Principal Amount not payable to such Class on

such Distribution Date pursuant to the definition thereof; provided, however, that such amount shall in no event exceed the outstanding Certificate Principal Balance of such Class of Certificates immediately prior to such date.

Subserviced Mortgage Loan: Any Mortgage Loan that, at the time of reference thereto, is subject to a Subservicing Agreement.

Subservicer: Any Person with whom the Master Servicer has entered into a Subservicing Agreement and who generally satisfied the requirements set forth in the Program Guide in respect of the qualification of a Subservicer as of the date of its approval as a Subservicer by the Master Servicer.

Subservicer Advance: Any delinquent installment of principal and interest on a Mortgage Loan which is advanced by the related Subservicer (net of its Subservicing Fee) pursuant to the Subservicing Agreement.

Subservicing Account: An account established by a Subservicer in accordance with Section 3.08.

Subservicing Agreement: The written contract between the Master Servicer and any Subservicer relating to servicing and administration of certain Mortgage Loans as provided in Section 3.02, generally in the form of the servicer contract referred to or contained in the Program Guide or in such other form as has been approved by the Master Servicer and the Company.

Subservicing Fee: As to any Mortgage Loan, the fee payable monthly to the related Subservicer (or, in the case of a Nonserviced Mortgage Loan, to the Master Servicer) in respect of subservicing and other compensation, and Primary Insurance Policy premiums payable by such Subservicer or the Master Servicer, as the case may be, which fee accrues at an annual rate equal to the excess

of the Mortgage Rate borne by the related Mortgage Note over the rate per annum designated on the Mortgage Loan Schedule as the "CURR NET" for such Mortgage Loan.

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 REMIC I and REMIC II due to their classification as REMICs 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.

Transfer: Any direct or indirect transfer, sale, pledge, hypothecation or other form of assignment of any Ownership Interest in a Certificate.

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.

Trust Fund: REMIC I and REMIC II.

Uncertificated Accrued Interest: With respect to each Distribution Date, (i) as to Uncertificated REMIC I Regular Interest X, an amount equal to the aggregate amount of Accrued Certificate Interest that would result under the terms of the definition thereof on the Class A-1 Certificates and Class A-5 Certificates, if the Pass-Through Rates on such Classes were equal to the Uncertificated Pass-Through Rate on Uncertificated REMIC I Regular Interest X,

(ii)
as to Uncertificated REMIC I Regular Interest Y, an amount equal to the aggregate amount of Accrued Certificate Interest that would result under the terms of the definition thereof on the Class A-2, Class A-3, Class A-4, Class M-1, Class M-2, Class M-3, Class B-1, Class B-2, Class B-3 and Class R-II Certificates, if the Pass-Through Rates on such Classes were equal to the Uncertificated Pass-Through Rate on Uncertificated REMIC I Regular Interest Y and

(iii)
as to each Uncertificated REMIC I Regular Interest Z, an amount equal to one month's interest accrued during the related Interest Accrual Period at the related Uncertificated Pass-Through Rate on the related Uncertificated Notional Amount; provided, that any reduction in the amount of Accrued Certificate Interest resulting from the allocation of Prepayment Interest Shortfalls, Realized Losses or other amounts to the Class A-6 Certificateholders pursuant to Section 4.05 hereof shall be allocated to the Uncertificated REMIC I Regular Interests Z pro rata in accordance with the amount of interest accrued with respect to each related Uncertificated Notional Amount and such Distribution Date.

Uncertificated Notional Amount:

With respect to each Uncertificated REMIC I Regular Interest Z, the aggregate Stated Principal Balance of the related Mortgage Loan.

Uncertificated Pass-Through

Rate: With respect to each of the Uncertificated REMIC I Regular Interests X and Y, 8.00% and 8.00%, respectively. With respect to each Uncertificated REMIC I Regular Interest Z, the related Uncertificated REMIC I Regular Interest Z Pool Strip Rate.

Uncertificated Principal

Balance: With respect to each Uncertificated REMIC I Regular Interest on any date of determination, an amount equal to \$42,847,629.00 with respect to Uncertificated REMIC I Regular Interest X, an amount equal to \$59,308,642.55 with respect to Uncertificated REMIC I Regular Interest Y and an amount equal to \$0.00 with respect to each Uncertificated REMIC I Regular Interest Z, minus (ii) the sum of (x) the aggregate of all amounts previously deemed distributed with respect to such interest and applied to reduce the Uncertificated

Principal Balance thereof pursuant to Section 4.08(a)(ii) and (y) the aggregate of all reductions in Certificate Principal Balance deemed to have occurred in connection with Realized Losses that were previously deemed allocated to the Uncertificated Principal Balance of such Uncertificated REMIC I Regular Interest pursuant to Section 4.08(d).

Uncertificated REMIC I Regular

Interest X: An

uncertificated partial undivided beneficial ownership interest in REMIC I having a principal balance equal to the Stated Principal Balance of the Mortgage Loans and REO Property from time to time multiplied by a fraction, the numerator of which is the aggregate Certificate Principal Balance of the Class A-1 Certificates and the denominator of which is the aggregate Certificate Principal Balance of all of the Certificates, and which bears interest at a rate equal to 8.00% per annum.

Uncertificated REMIC I Regular

Interest Y: An

uncertificated partial undivided beneficial ownership interest in REMIC I having a principal balance equal to the Stated Principal Balance of the Mortgage Loans and REO Property from time to time multiplied by a fraction, the numerator of which is the aggregate Certificate Principal Balance of the Class A-2, Class A-3, Class A-4, Class M-1, Class M-2, Class M-3, Class B-1, Class B-2, Class B-3 and Class R-II Certificates and the denominator of which is the aggregate Certificate Principal Balance of all of the Certificates, and which bears interest at a rate equal to 8.00% per annum.

Uncertificated REMIC I Regular

Interests Z: The 379

uncertificated partial undivided beneficial ownership interests in REMIC I, each relating to a particular Mortgage Loan, each having no principal balance, and each bearing interest at the respective Uncertificated Pass-Through Rate on the related Uncertificated Notional Amount.

Uncertificated REMIC I Regular

Interest Z Pool Strip

Rate: With respect to each Uncertificated REMIC I Regular Interest Z, the Pool Strip Rate for the related Mortgage Loan.

Uncertificated REMIC I Regular

Interests: Uncertificated REMIC I Regular Interest X, Uncertificated REMIC I Regular Interest Y and Uncertificated REMIC I Regular Interests Z.

Uncertificated REMIC I Regular

Interest X Distribution
Amount: With respect to any Distribution Date, the sum of the amounts deemed to be distributed on the Uncertificated REMIC I Regular Interest X for such Distribution Date pursuant to Section 4.08(a).

Uncertificated REMIC I Regular

Interest Y Distribution
Amount: With respect to any Distribution Date, the sum of the amounts deemed to be distributed on the Uncertificated REMIC I Regular Interest Y for such Distribution Date pursuant to Section 4.08(a).

Uncertificated REMIC I Regular

Interests Z Distribution
Amounts: With respect to any Distribution Date, the amounts deemed to be distributed on the Uncertificated REMIC I Regular Interests Z for such Distribution Date pursuant to Section 4.08(a).

Uncertificated REMIC I Regular

Interest Distribution
Amounts: The Uncertificated REMIC I Regular Interest X Distribution Amount, Uncertificated REMIC I Regular Interest Y Distribution Amount and Uncertificated REMIC I Regular Interests Z Distribution Amounts.

Uncertificated REMIC II Regular

Interests: The 379 uncertificated partial undivided beneficial ownership interests in REMIC II, each of which has no principal balance and which bears interest at a rate equal to the related Uncertificated REMIC I Regular Interest Z Pool Strip Rate, based on the Uncertificated Notional Amount of the related Uncertificated REMIC I Regular Interest Z.

Interests Distribution

Amounts: With respect to any Distribution Date, the amounts deemed to be distributed on the Uncertificated REMIC I Regular Interests Z for such Distribution Date pursuant to Section 4.08(a).

Underwriter: Donaldson, Lufkin & Jenrette Securities Corporation.

Uninsured Cause: Any cause of damage to property subject to a Mortgage such that the complete restoration of such property is not fully reimbursable by the hazard insurance policies.

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 or any political subdivision thereof, or an estate or trust whose income from sources without the United States is includible in gross income for United States federal income tax purposes regardless of its connection with the conduct of a trade or business within the United States. The term "United States" shall have the meaning set forth in Section 7701 of the Code or successor provisions.

Voting Rights: The portion of the voting rights of all of the Certificates which is allocated to any Certificate. 96% of all of the Voting Rights shall be allocated among Holders of the Certificates, respectively, other than the Class A-5, Class A-6 and Class R-I and Class R-II Certificates, in proportion to the outstanding Certificate Principal Balances of their respective Certificates; and the Holders of the Class A-5, Class A-6, Class R-I and Class R-II Certificates shall be entitled to 1%, 1%, 1% and 1% of all of the Voting Rights, respectively, allocated among the Certificates of each such Class in accordance with their respective Percentage Interests.

ARTICLE II

CONVEYANCE OF MORTGAGE LOANS;
ORIGINAL ISSUANCE OF CERTIFICATES

Section 2.01. Conveyance of Mortgage Loans.

(a) The Company, concurrently with the execution and delivery hereof, does hereby assign to the Trustee without recourse all the right, title and interest of the Company in and to the Mortgage Loans, including all interest and principal received on or with respect to the Mortgage Loans after the Cut-off Date (other than payments of principal and interest due on the Mortgage Loans on or before the Cut-off Date), except for scheduled payments due on June 1, 1995, with respect to which the Master Servicer made a deposit pursuant to Section 2.01(f).

(b) In connection with such assignment, except as set forth in Section 2.01(c) below, the Company does hereby deliver to, and deposit with, the Trustee, or to and with one or more Custodians, as the duly appointed agent or agents of the Trustee for such purpose, the following documents or instruments (or copies thereof as permitted by this Section) (I) with respect to each Mortgage Loan so assigned (other than a Cooperative Loan):

- (i) The original Mortgage Note, endorsed without recourse to the order of the Trustee and showing an unbroken chain of endorsements from the originator thereof to the Person endorsing it to the Trustee, or with respect to any Destroyed Mortgage Note, an original lost note affidavit from the related Seller or Residential Funding stating that the original Mortgage Note was lost, misplaced or destroyed, together with a copy of the related Mortgage Note;
- (ii) The original Mortgage with evidence of recording indicated thereon or a copy of the

Mortgage certified by the public recording office in which such Mortgage has been recorded;

- (iii) An original Assignment of the Mortgage to the Trustee with evidence of recording indicated thereon or a copy of such assignment certified by the public recording office in which such assignment has been recorded;
- (iv) The original recorded assignment or assignments of the Mortgage showing an unbroken chain of title from the originator thereof to the Person assigning it to the Trustee or a copy of such assignment or assignments of the Mortgage certified by the public recording office in which such assignment or assignments have been recorded; and
- (v) The original of each modification, assumption agreement or preferred loan agreement, if any, relating to such Mortgage Loan or a copy of each modification, assumption agreement or preferred loan agreement certified by the public recording office in which such document has been recorded.

and (II) with respect to each Cooperative Loan so assigned:

- (i) The original Mortgage Note, endorsed without recourse to the order of the Trustee and showing an unbroken chain of endorsements from the originator thereof to the Person endorsing it to the Trustee, or with respect to any Destroyed Mortgage Note, an original lost note affidavit from the related Seller or Residential Funding stating that the original Mortgage Note was lost, misplaced or destroyed, together with a copy of the related Mortgage Note;

(ii) A counterpart of the Cooperative Lease and the Assignment of Proprietary Lease to the originator of the Cooperative Loan with intervening assignments showing an unbroken chain of title from such originator to the Trustee;

(iii) The related Cooperative Stock Certificate, representing the related Cooperative Stock pledged with respect to such Cooperative Loan, together with an undated stock power (or other similar instrument) executed in blank;

(iv) The original recognition agreement by the Cooperative of the interests of the mortgagee with respect to the related Cooperative Loan;

(v) The Security Agreement;

(vi) Copies of the original UCC-1 financing statement, and any continuation statements, filed by the originator of such Cooperative Loan as secured party, each with evidence of recording thereof, evidencing the interest of the originator under the Security Agreement and the Assignment of Proprietary Lease;

(vii) Copies of the filed UCC-3 assignments of the security interest referenced in clause (vi) above showing an unbroken chain of title from the originator to the Trustee, each with evidence of recording thereof, evidencing the interest of the originator under the Security Agreement and the Assignment of Proprietary Lease;

(viii) An executed assignment of the interest of the originator in the Security Agreement, Assignment of Proprietary Lease and the recognition agreement referenced in clause (iv) above, showing an unbroken chain of title from the originator to the Trustee;

(ix) The original of each modification, assumption agreement or preferred loan agreement, if any, relating

to such Cooperative Loan; and

(x) An executed UCC-1 financing statement showing the Master Servicer as debtor, the Company as secured party and the Trustee as assignee and an executed UCC-1 financing statement showing the Company as debtor and the Trustee as secured party, each in a form sufficient for filing, evidencing the interest of such debtors in the Cooperative Loans.

(c) The Company may, in lieu of delivering the documents set forth in Section 2.01(b)(I)(iv) and (v) and Section (b)(II)(ii), (iv), (vii), (ix) and (x) to the Trustee or the Custodian or Custodians, deliver such documents to the Master Servicer, and the Master Servicer shall hold such documents in trust for the use and benefit of all present and future Certificateholders until such time as is set forth below. Within ten Business Days following the earlier of (i) the receipt of the original of each of the documents or instruments set forth in Section 2.01(b)(I)(iv) and (v) and Section (b)(II)(ii), (iv), (vii), (ix) and (x) (or copies thereof as permitted by such Section) for any Mortgage Loan and (ii) a written request by the Trustee to deliver those documents with respect to any or all of the Mortgage Loans then being held by the Master Servicer, the Master Servicer shall deliver a complete set of such documents to the Trustee or the Custodian or Custodians that are the duly appointed agent or agents of the Trustee.

On the Closing Date, the Master Servicer shall certify that it has in its possession an original or copy of each of the documents referred to in Section 2.01(b)(I)(iv) and (v) and Section (b)(II)(ii), (iv), (vii), (ix) and (x) which has been delivered to it by the Company. Every six months after the Closing Date, for so long as the Master Servicer is holding documents pursuant to this Section 2.01(c), the Master Servicer shall deliver to (i) Standard & Poor's, if it is one of the Rating Agencies, (ii) the Trustee and

(iii) each Custodian a report setting forth the status of the documents which it is holding.

(d) In the event that in connection with any Mortgage Loan the Company cannot deliver the Mortgage, any assignment, modification, assumption agreement or preferred loan agreement (or copy thereof certified by the public recording office) with evidence of recording thereon concurrently with the execution and delivery of this Agreement solely because of a delay caused by the public recording office where such Mortgage, assignment, modification, assumption agreement or preferred loan agreement as the case may be, has been delivered for recordation, the Company shall deliver or cause to be delivered to the Trustee or the respective Custodian a true and correct photocopy of such Mortgage, assignment, modification, assumption agreement or preferred loan agreement.

The Company shall promptly cause to be recorded in the appropriate public office for real property records the Assignment referred to in clause (I)(iii) of Section 2.01(b), except in states where, in the opinion of counsel acceptable to the Trustee and the Master Servicer, such recording is not required to protect the Trustee's interests in the Mortgage Loan against the claim of any subsequent transferee or any successor to or creditor of the Company or the originator of such Mortgage Loan and shall promptly cause to be filed the Form UCC-3 assignment and UCC-1 financing statement referred to in clause (II)(vii) and (x), respectively, of Section 2.01(b). If any Assignment, Form UCC-3 or Form UCC-1, as applicable, is lost or returned unrecorded to the Company because of any defect therein, the Company shall prepare a substitute Assignment, Form UCC-3 or Form UCC-1, as applicable, or cure such defect, as the case may be, and cause such Assignment, Form UCC-3 or Form UCC-1, as applicable, to be recorded in accordance with this paragraph. The Company shall promptly deliver or cause to be delivered to the Trustee or the respective Custodian such Mortgage, Assignment, Form UCC-3 or Form UCC-1, as applicable, (or copy thereof certified by the public recording office) with evidence

of recording indicated thereon upon receipt thereof from the public recording office or from the related Subservicer. In connection with its servicing of Cooperative Loans, the Master Servicer will use its best efforts to file timely continuation statements with regard to each financing statement and assignment relating to Cooperative Loans as to which the related Cooperative Apartment is located outside of the State of New York.

Any of the items set forth in Section 2.01(b)(I)(iv) and (v) and (II)(vi) and (vii) and that may be delivered as a copy rather than the original may be delivered in microfiche form.

(e) It is intended that the conveyances by the Company to the Trustee of the Mortgage Loans as provided for in this Section 2.01 and the Uncertificated REMIC I Regular Interests as provided for in Section 2.06 be construed as a sale by the Company to the Trustee of the Mortgage Loans and the Uncertificated REMIC I Regular Interests for the benefit of the Certificateholders. Further, it is not intended that any such conveyance be deemed to be a pledge of the Mortgage Loans and the Uncertificated REMIC I Regular Interests by the Company to the Trustee to secure a debt or other obligation of the Company. However, in the event that the Mortgage Loans and the Uncertificated REMIC I Regular Interests are held to be property of the Company or of Residential Funding, or if for any reason this Agreement is held or deemed to create a security interest in the Mortgage Loans and the Uncertificated REMIC I Regular Interests, then it is intended that (a) this Agreement shall also be deemed to be a security agreement within the meaning of Articles 8 and 9 of the New York Uniform Commercial Code and the Uniform Commercial Code of any other applicable jurisdiction; (b) the conveyance provided for in Sections 2.01 and 2.06 shall be deemed to be (1) a grant by the Company to the Trustee of a security interest in all of the Company's right (including the power to convey title thereto), title and interest, whether now owned or hereafter acquired, in and to (A)

the Mortgage Loans, including (i) with respect to each Cooperative Loan, the related Mortgage Note, Security Agreement, Assignment of Proprietary Lease, Cooperative Stock Certificate, Cooperative Lease, any insurance policies and all other documents in the related Mortgage File and (ii) with respect to each Mortgage Loan other than a Cooperative Loan, the Mortgage Notes, the Mortgages, any related insurance policies and all other documents in the related Mortgage Files, (B) all amounts payable pursuant to the Mortgage Loans in accordance with the terms thereof, (C) the Uncertificated REMIC I Regular Interests and (D) any and all general intangibles consisting of, arising from or relating to any of the foregoing, and all proceeds of the conversion, voluntary or involuntary, of the foregoing into cash, instruments, securities or other property, including without limitation all amounts from time to time held or invested in the Certificate Account or the Custodial Account, whether in the form of cash, instruments, securities or other property and (2) an assignment by the Company to the Trustee of any security interest in any and all of Residential Funding's right (including the power to convey title thereto), title and interest, whether now owned or hereafter acquired, in and to the property described in the foregoing clauses (1) (A), (B), (C) and (D) granted by Residential Funding to the Company pursuant to the Assignment Agreement; (c) the possession by the Trustee, the Custodian or any other agent of the Trustee of Mortgage Notes or such other items of property as constitute instruments, money, negotiable documents or chattel paper shall be deemed to be "possession by the secured party," or possession by a purchaser or a person designated by such secured party, for purposes of perfecting the security interest pursuant to the Minnesota Uniform Commercial Code and the Uniform Commercial Code of any other applicable jurisdiction (including, without limitation, Section 9-305, 8-313 or 8-321 thereof); and (d) notifications to persons holding such property, and acknowledgments, receipts or confirmations from persons holding such property, shall

be deemed notifications to, or acknowledgments, receipts or confirmations from, financial intermediaries, bailees or agents (as applicable) of the Trustee for the purpose of perfecting such security interest under applicable law.

The Company and, at the Company's direction, Residential Funding and the Trustee shall, to the extent consistent with this Agreement, take such reasonable actions as may be necessary to ensure that, if this Agreement were deemed to create a security interest in the Mortgage Loans and the Uncertificated REMIC I Regular Interests, and the other property described above, such security interest would be deemed to be a perfected security interest of first priority under applicable law and will be maintained as such throughout the term of this Agreement. Without limiting the generality of the foregoing, the Company shall prepare and deliver to the Trustee not less than 15 days prior to any filing date and, the Trustee shall forward for filing, or shall cause to be forwarded for filing, at the expense of the Company, all filings necessary to maintain the effectiveness of any original filings necessary under the Uniform Commercial Code as in effect in any jurisdiction to perfect the Trustee's security interest in or lien on the Mortgage Loans and the Uncertificated REMIC I Regular Interests, as evidenced by an Officer's Certificate of the Company, including without limitation (x) continuation statements, and (y) such other statements as may be occasioned by (1) any change of name of Residential Funding, the Company or the Trustee (such preparation and filing shall be at the expense of the Trustee, if occasioned by a change in the Trustee's name), (2) any change of location of the place of business or the chief executive office of Residential Funding or the Company, (3) any transfer of any interest of Residential Funding or the Company in any Mortgage Loan or (4) any transfer of any interest of Residential Funding or the Company in any Uncertificated REMIC I Regular Interest.

(f) The Master Servicer hereby acknowledges that it will deposit cash in an amount equal to \$150,411.27 (the "Initial Monthly Payment Deposit"), representing scheduled principal

amortization and interest at the Net Mortgage Rate for the Due Date

in June 1995, for those Mortgage Loans for which the Trustee will not be entitled to receive such payment. The Initial Monthly Payment Deposit shall be retained in the Certificate Account pending

the inclusion of such Initial Monthly Payment Deposit in the Available Distribution Amount for the Distribution Date in June 1995. Notwithstanding anything herein to the contrary, the Initial

Monthly Payment Deposit shall not be an asset of REMIC I, REMIC II

or the Trust Fund. To the extent that the Initial Monthly Payment

Deposit constitutes a reserve fund for federal income tax purposes,

(1) it shall be an outside reserve fund and not an asset of REMIC I

or REMIC II, (2) it shall be owned by the Seller and (3) amounts transferred by REMIC I or REMIC II to the Initial Monthly Payment Deposit shall be treated as transferred to the Seller or any successor, all within the meaning of Section 1.860G-2(h) of the Treasury regulations.

Section 2.02. Acceptance by Trustee.

The Trustee acknowledges receipt (or, with respect to Mortgage Loans subject to a Custodial Agreement, and based solely upon a receipt or certification executed by the Custodian, receipt

by the respective Custodian as the duly appointed agent of the Trustee) of the documents referred to in Section 2.01(b) (i) through

(iii) above (except that for purposes of such acknowledgement only,

a Mortgage Note may be endorsed in blank and an Assignment of Mortgage may be in blank) and declares that it, or a Custodian as its agent, holds and will hold such documents and the other documents constituting a part of the Mortgage Files delivered to it,

or a Custodian as its agent, in trust for the use and benefit of all

present and future Certificateholders. The Trustee or Custodian (such Custodian being so obligated under a Custodial Agreement) agrees, for the benefit of Certificateholders, to review each Mortgage File delivered to it pursuant to Section 2.01(b) within 45

days after the Closing Date to ascertain that all required documents

(specifically as set forth in Section 2.01(b)), have been

executed
and received, and that such documents relate to the Mortgage
Loans
identified on the Mortgage Loan Schedule, as supplemented, that
have
been conveyed to it. Upon delivery of the Mortgage Files by the
Company or the Master Servicer, the Trustee shall acknowledge
receipt (or, with respect to Mortgage Loans subject to a
Custodial
Agreement, and based solely upon a receipt or certification
executed
by the Custodian, receipt by the respective Custodian as the duly
appointed agent of the Trustee) of the documents referred to in
Section 2.01(c) above. The Trustee or Custodian (such Custodian
being so obligated under a Custodial Agreement) agrees to review
each Mortgage File delivered to it pursuant to Section 2.01(c)
within 45 days after receipt thereof to ascertain that all
documents
required to be delivered pursuant to such Section have been
received, and that such documents relate to the Mortgage Loans
identified on the Mortgage Loan Schedule, as supplemented, that
have
been conveyed to it.

If the Custodian, as the

Trustee's agent, finds any
document or documents constituting a part of a Mortgage File to
be
missing or defective in any material respect, the Trustee shall
promptly so notify the Master Servicer and the Company. Pursuant
to
Section 2.3 of the Custodial Agreement, the Custodian will notify
the Master Servicer, the Company and the Trustee of any such
omission or defect found by it in respect of any Mortgage File
held
by it. The Master Servicer shall promptly notify the related
Subservicer or Seller of such omission or defect and request that
such Subservicer or Seller correct or cure such omission or
defect
within 60 days from the date the Master Servicer was notified of
such omission or defect and, if such Subservicer or Seller does
not
correct or cure such omission or defect within such period, that
such Subservicer or Seller purchase such Mortgage Loan from the
Trust Fund at its Purchase Price, in either case within 90 days
from
the date the Master Servicer was notified of such omission or
defect. The Purchase Price for any such Mortgage Loan, whether
purchased by the Seller or the Subservicer, shall be deposited or
caused to be deposited by the Master Servicer in the Custodial
Account maintained by it pursuant to Section 3.07 and, upon

receipt
by the Trustee of written notification of such deposit signed by
a
Servicing Officer, the Trustee or any Custodian, as the case may
be,
shall release to the Master Servicer the related Mortgage File
and
the Trustee shall execute and deliver such instruments of
transfer
or assignment prepared by the Master Servicer, in each case
without
recourse, as shall be necessary to vest in the Seller or its
designee or the Subservicer or its designee, as the case may be,
any
Mortgage Loan released pursuant hereto and thereafter such
Mortgage
Loan shall not be part of the Trust Fund. It is understood and
agreed that the obligation of the Seller or the Subservicer, as
the
case may be, to so cure or purchase any Mortgage Loan as to which
a
material defect in or omission of a constituent document exists
shall constitute the sole remedy respecting such defect or
omission
available to Certificateholders or the Trustee on behalf of
Certificateholders.

Section 2.03. Representations, Warranties and
Covenants of the Master Servicer
and the Company.

(a) The Master Servicer

hereby represents and warrants
to the Trustee for the benefit of Certificateholders that:

(i) The Master Servicer is
a corporation duly
organized, validly existing and in
good standing under the
laws governing its creation and
existence and is or will be
in compliance with the laws of each
state in which any
Mortgaged Property is located to the
extent necessary to
ensure the enforceability of each
Mortgage Loan in
accordance with the terms of this
Agreement;

(ii) The execution and

delivery of this Agreement by the Master Servicer and its performance and compliance with the terms of this Agreement will not violate the Master Servicer'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 material default) under, or result in the material breach of, any material contract, agreement or other instrument to which the Master Servicer is a party or which may be applicable to the Master Servicer or any of its assets;

- (iii) This Agreement, assuming due authorization, execution and delivery by the Trustee and the Company, constitutes a valid, legal and binding obligation of the Master Servicer, 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;
- (iv) The Master 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 default might have consequences that would materially and adversely affect the condition (financial or other) or operations of the Master Servicer or

its properties or might have consequences that would materially adversely affect its performance hereunder;

- (v) No litigation is pending or, to the best of the Master Servicer's knowledge, threatened against the Master Servicer which would prohibit its entering into this Agreement or performing its obligations under this Agreement;
- (vi) The Master Servicer will comply in all material respects in the performance of this Agreement with all reasonable rules and requirements of each insurer under each Required Insurance Policy;
- (vii) No information, certificate of an officer, statement furnished in writing or report delivered to the Company, any Affiliate of the Company or the Trustee by the Master Servicer will, to the knowledge of the Master Servicer, contain any untrue statement of a material fact or omit a material fact necessary to make the information, certificate, statement or report not misleading; and
- (viii) The Master Servicer has examined each existing, and will examine each new, Subservicing Agreement and is or will be familiar with the terms thereof. The terms of each existing Subservicing Agreement and each designated Subservicer are acceptable to the Master Servicer and any new Subservicing Agreements will comply with the provisions of Section 3.02.

It is understood and agreed that the representations and warranties set forth in this Section 2.03(a) shall survive delivery of the respective Mortgage Files to the Trustee or any Custodian.

Upon discovery by either the Company, the Master Servicer, the Trustee or any Custodian of a breach of any representation or warranty set forth in this Section 2.03(a) which materially and adversely affects the interests of the Certificateholders in any Mortgage Loan, the party discovering such breach shall give prompt written notice to the other parties (any Custodian being so obligated under a Custodial Agreement). Within 90 days of its discovery or its receipt of notice of such breach, the Master Servicer shall either (i) cure such breach in all material respects or (ii) to the extent that such breach is with respect to a Mortgage Loan or a related document, purchase such Mortgage Loan from the Trust Fund at the Purchase Price and in the manner set forth in Section 2.02. The obligation of the Master Servicer to cure such breach or to so purchase such Mortgage Loan shall constitute the sole remedy in respect of a breach of a representation and warranty set forth in this Section 2.03(a) available to the Certificateholders or the Trustee on behalf of the Certificateholders.

(b) The Company hereby represents and warrants to the Trustee for the benefit of Certificateholders that as of the Closing Date (or, if otherwise specified below, as of the date so specified):

(i) No Mortgage Loan is one month or more delinquent in payment of principal and interest as of the Cut-off Date and no Mortgage Loan has been so delinquent more than once in the 12-month period prior to the Cut-off Date;

(ii) The information set forth in Exhibit F hereto with respect to each Mortgage Loan or the Mortgage Loans, as the case may be, is true and correct in all material respects at the date or dates respecting which such information is furnished;

(iii) The Mortgage Loans are fully-amortizing, fixed-rate mortgage loans with level Monthly Payments due on the first day of each month and terms to maturity at origination or modification of not more than 30 years;

(iv) To the best of the Company's knowledge, if a Mortgage Loan is secured by a Mortgaged Property with a Loan-to-Value Ratio at origination in excess of 80%, such Mortgage Loan is the subject of a Primary Insurance Policy that insures that portion of the principal balance thereof that exceeds the amount equal to 75% of the Appraised Value of the related Mortgaged Property. To the best of the Company's knowledge, each such Primary Insurance Policy is in full force and effect and the Trustee is entitled to the benefits thereunder;

(v) The issuers of the Primary Insurance Policies are insurance companies whose claims-paying abilities are currently acceptable to each Rating Agency;

(vi) No more than 1.5% of the Mortgage Loans by aggregate Stated Principal Balance as of the Cut-off Date are secured by Mortgaged Properties located in any one zip code area in California, and no more than 1.0% of the Mortgage Loans by aggregate Stated Principal Balance as of the Cut-off Date are secured by Mortgaged Properties located in any one zip code area outside California; Not more than 1.0% of the Mortgage Loans by aggregate Stated Principal Balance as of the Cut-off Date are Cooperative Loans;

(vii) If the improvements securing a Mortgage Loan are in a federally designated special flood hazard area, flood insurance in the amount required under the Program Guide covers the related Mortgaged Property (either by coverage under the federal flood insurance program or by coverage by private insurers);

(viii) Immediately prior to the assignment of the Mortgage Loans to the Trustee, the Company had good title to, and was the sole owner of, each Mortgage Loan free and clear of any pledge, lien, encumbrance or security interest (other than rights to servicing and related compensation) and such assignment validly transfers ownership of the Mortgage Loans to the Trustee free and clear of any pledge, lien, encumbrance

or security interest;

(ix) Approximately 12.6% of the Mortgage Loans by aggregate Stated Principal Balance as of the Cut-off Date were underwritten under a reduced loan documentation program;

(x) Each Mortgagor represented in its loan application with respect to the related Mortgage Loan that the Mortgaged Property would be owner-occupied and therefore would not be an investor property as of the date of origination of such Mortgage Loan. No Mortgagor is a corporation or a partnership;

(xi) 2 of the Mortgage Loans representing 0.7% of the Mortgage Loans by aggregate Stated Principal Balance as of the Cut-off Date were Buydown Mortgage Loans;

(xii) Each Mortgage Loan constitutes a qualified mortgage under Section 860G(a) (3) (A) of the Code and Treasury regulations Section 1.860G-2(a) (1);

(xiii) Interest on each Mortgage Loan is calculated on the basis of a 360-day year consisting of twelve 30-day months;

(xiv) A policy of title insurance was effective as of the closing of each Mortgage Loan and is valid and binding and remains in full force and effect;

(xv) With respect to each Mortgage Loan originated under a "streamlined" mortgage loan program (through which no new or updated appraisals of Mortgaged Properties are obtained in connection with the refinancing thereof), the related Seller has represented that either (a) the value of the related Mortgaged Property as of the date the Mortgage Loan was originated was not less than the appraised value of such property at the time of origination of the refinanced Mortgage loan or (b) the Loan-to-Value Ratio of the Mortgage Loan as of the date of origination of the Mortgage Loan generally meets the Company's underwriting guidelines;

(xvi) The aggregate Monthly Payments for June 1995 for each Mortgage Loan described in Section 2.01(f) will equal

the Initial Monthly Payment Deposit; and

(xvii) 2 of the Mortgage Loans representing 0.5% of the Mortgage Loans by aggregate Stated Principal Balance as of the Cut-off Date contain Destroyed Mortgage Notes in the related Mortgage Files.

(xviii) With respect to a Mortgage Loan that is a Cooperative Loan, the Cooperative Stock that is pledged as security for the Mortgage Loan is held by a person as a tenant-stockholder (as defined in Section 216 of the Code) in a cooperative housing corporation (as defined in Section 216 of the Code);

It is understood and agreed that the representations and warranties set forth in this Section 2.03(b) shall survive delivery of the respective Mortgage Files to the Trustee or any Custodian.

Upon discovery by any of the Company, the Master Servicer, the Trustee or any Custodian of a breach of any of the representations and warranties set forth in this Section 2.03(b) which materially and adversely affects the interests of the Certificateholders in any Mortgage Loan, the party discovering such breach shall give prompt written notice to the other parties (any Custodian being so obligated under a Custodial Agreement); provided, however, that in the event of a breach of the representation and warranty set forth in Section 2.03(b) (xii), the party discovering such breach shall give such notice within five days of discovery.

Within 90 days of its discovery or its receipt of notice of breach, the Company shall either (i) cure such breach in all material respects or (ii) purchase such Mortgage Loan from the Trust Fund at the Purchase Price and in the manner set forth in Section 2.02; provided that the Company shall have the option to substitute a Qualified Substitute Mortgage Loan or Loans for such Mortgage Loan if such substitution occurs within two years following the Closing Date. Any such substitution shall be effected by the Company under the same terms and conditions as provided in Section 2.04 for substitutions by Residential Funding. It is understood and agreed that the obligation of the Company to cure such breach or to so purchase or substitute for any Mortgage Loan as to which such a

breach has occurred and is continuing shall constitute the sole remedy respecting such breach available to Certificateholders or the Trustee on behalf of Certificateholders. Notwithstanding the foregoing, the Company shall not be required to cure breaches or purchase or substitute for Mortgage Loans as provided in this Section 2.03(b) if the substance of the breach of a representation set forth above also constitutes fraud in the origination of the Mortgage Loan.

Section 2.04. Representations and Warranties of Sellers.

The Company, as assignee of Residential Funding under the Assignment Agreement, hereby assigns to the Trustee for the benefit of Certificateholders all of its right, title and interest in respect of the Assignment Agreement and each Seller's Agreement applicable to a Mortgage Loan. Insofar as the Assignment Agreement or such Seller's Agreement relates to the representations and warranties made by Residential Funding or the related Seller in respect of such Mortgage Loan and any remedies provided thereunder for any breach of such representations and warranties, such right, title and interest may be enforced by the Master Servicer on behalf of the Trustee and the Certificateholders. Upon the discovery by the Company, the Master Servicer, the Trustee or any Custodian of a breach of any of the representations and warranties made in a Seller's Agreement or the Assignment Agreement (which, for purposes hereof, will be deemed to include any other cause giving rise to a repurchase obligation under the Assignment Agreement) in respect of any Mortgage Loan which materially and adversely affects the interests of the Certificateholders in such Mortgage Loan, the party discovering such breach shall give prompt written notice to the other parties (any Custodian being so obligated under a Custodial Agreement). The Master Servicer shall promptly notify the related Seller or Residential Funding, as the case may be, of such breach and request that such Seller or Residential Funding, as the case may be, either (i) cure such breach in all material respects within

days from the date the Master Servicer was notified of such breach

or (ii) purchase such Mortgage Loan from the Trust Fund at the Purchase Price and in the manner set forth in Section 2.02; provided

that in the case of a breach under the Assignment Agreement Residential Funding shall have the option to substitute a Qualified

Substitute Mortgage Loan or Loans for such Mortgage Loan if such substitution occurs within two years following the Closing Date, except that if the breach would cause the Mortgage Loan to be other

than a "qualified mortgage" as defined in Section 860G(a) (3) of the

Code, any such substitution must occur within 90 days from the date

the Master Servicer was notified of the breach if such 90 day period

expires before two years following the Closing Date. In the event

that Residential Funding elects to substitute a Qualified Substitute

Mortgage Loan or Loans for a Deleted Mortgage Loan pursuant to this

Section 2.04, Residential Funding shall deliver to the Trustee for

the benefit of the Certificateholders with respect to such Qualified

Substitute Mortgage Loan or Loans, the original Mortgage Note, the

Mortgage, an Assignment of the Mortgage in recordable form, and such

other documents and agreements as are required by Section 2.01, with

the Mortgage Note endorsed as required by Section 2.01. No

substitution will be made in any calendar month after the Determination Date for such month. Monthly Payments due with respect to Qualified Substitute Mortgage Loans in the month of substitution shall not be part of the Trust Fund and will be retained by the Master Servicer and remitted by the Master Servicer

to Residential Funding on the next succeeding Distribution Date.

For the month of substitution, distributions to

Certificateholders

will include the Monthly Payment due on a Deleted Mortgage Loan for

such month and thereafter Residential Funding shall be entitled to

retain all amounts received in respect of such Deleted Mortgage Loan. The Master Servicer shall amend or cause to be amended the

Mortgage Loan Schedule, for the benefit of the Certificateholders to reflect the removal of such Deleted Mortgage Loan and the substitution of the Qualified Substitute Mortgage Loan or Loans and the Master Servicer shall deliver the amended Mortgage Loan Schedule to the Trustee. Upon such substitution, the Qualified Substitute Mortgage Loan or Loans shall be subject to the terms of this Agreement and the related Subservicing Agreement in all respects, the related Seller shall be deemed to have made the representations and warranties with respect to the Qualified Substitute Mortgage Loan contained in the related Seller's Agreement as of the date of substitution, and the Company and the Master Servicer shall be deemed to have made with respect to any Qualified Substitute Mortgage Loan or Loans, as of the date of substitution, the covenants, representations and warranties set forth in this Section 2.04, in Section 2.03 hereof and in Section 4 of the Assignment Agreement, and the Master Servicer shall be obligated to repurchase or substitute for any Qualified Substitute Mortgage Loan as to which a Repurchase Event (as defined in the Assignment Agreement) has occurred pursuant to Section 4 of the Assignment Agreement.

In connection with the substitution of one or more Qualified Substitute Mortgage Loans for one or more Deleted Mortgage Loans, the Master Servicer will determine the amount (if any) by which the aggregate principal balance of all such Qualified Substitute Mortgage Loans as of the date of substitution is less than the aggregate Stated Principal Balance of all such Deleted Mortgage Loans (in each case after application of the principal portion of the Monthly Payments due in the month of substitution that are to be distributed to Certificateholders in the month of substitution). Residential Funding shall deposit the amount of such shortfall into the Custodial Account on the day of substitution, without any reimbursement therefor. Residential Funding shall give notice in writing to the Trustee of such event, which notice shall be accompanied by an Officers' Certificate as to the calculation of such shortfall and by an Opinion of Counsel to the effect that such substitution will not cause (a) any federal tax to be imposed on REMIC I or REMIC II, including without limitation, any federal

tax imposed on "prohibited transactions" under Section 860F(a)(1) of the Code or on "contributions after the startup date" under Section 860G(d)(1) of the Code or (b) any portion of REMIC I or REMIC II to fail to qualify as a REMIC at any time that any Certificate is outstanding.

It is understood and agreed that the obligation of the Seller or Residential Funding, as the case may be, to cure such breach or purchase (or in the case of Residential Funding to 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 Certificateholders or the Trustee on behalf of Certificateholders. If the Master Servicer is Residential Funding, then the Trustee shall also have the right to give the notification and require the purchase or substitution provided for in the second preceding paragraph in the event of such a breach of a representation or warranty made by Residential Funding in the Assignment Agreement. In connection with the purchase of or substitution for any such Mortgage Loan by Residential Funding, the Trustee shall assign to Residential Funding all of the right, title and interest in respect of the Seller's Agreement and the Assignment Agreement applicable to such Mortgage Loan.

Section 2.05. Issuance of Certificates Evidencing Interests in REMIC I.

The Trustee acknowledges the assignment to it of the Mortgage Loans and the delivery of the Mortgage Files to it, or any Custodian on its behalf, subject to any exceptions noted, together with the assignment to it of all other assets included in REMIC I, receipt of which is hereby acknowledged. Concurrently with such delivery and in exchange therefor, the Trustee, pursuant to the written request of the Company executed by an officer of the Company has executed and caused to be authenticated and delivered to or upon the order of the Company the Class R-I Certificates in authorized

denominations which, together with the Uncertificated REMIC I Regular Interests, evidence ownership of REMIC I. The rights of the Class R-I Certificateholders and REMIC II to receive distributions from the proceeds of REMIC I in respect of the Class R-I Certificates and the Uncertificated REMIC I Regular Interests, and all ownership interests of the Class R-I Certificateholders and REMIC II in such distributions, shall be as set forth in this Agreement.

Section 2.06. Conveyance of Uncertificated REMIC I and REMIC II Regular Interests; Acceptance by the Trustee.

The Company, as of the Closing Date, and concurrently with the execution and delivery hereof, does hereby assign without recourse all the right, title and interest of the Company in and to the Uncertificated REMIC I Regular Interests and Uncertificated REMIC II Regular Interests to the Trustee for the benefit of the Class A-1, Class A-2, Class A-3, Class A-4, Class A-5, Class A-6, Class M-1, Class M-2, Class M-3, Class B-1, Class B-2, Class B-3 and Class R-II Certificateholders. The Trustee acknowledges receipt of the Uncertificated REMIC I Regular Interests and Uncertificated REMIC II Regular Interests and declares that it holds and will hold the same in trust for the exclusive use and benefit of all present and future Class A-1, Class A-2, Class A-3, Class A-4, Class A-5, Class A-6, Class M-1, Class M-2, Class M-3, Class B-1, Class B-2, Class B-3 and Class R-II Certificateholders. The rights of the Class A-1, Class A-2, Class A-3, Class A-4, Class A-5, Class A-6, Class M-1, Class M-2, Class M-3, Class B-1, Class B-2, Class B-3 and Class R-II Certificateholders to receive distributions from the proceeds of REMIC II in respect of the Class A-1, Class A-2, Class A-3, Class A-4, Class A-5, Class A-6, Class M-1, Class M-2, Class M-3, Class B-1, Class B-2, Class B-3 and Class R-II Certificates, and all ownership interests of the Class A-1, Class A-2, Class A-3, Class A-4, Class A-5, Class A-6, Class M-1, Class M-2, Class M-3, Class B-1, Class B-2, Class B-3 and Class R-II Certificateholders in such distributions, shall be as set forth in this Agreement.

Section 2.07. Issuance of Certificates Evidencing Interest in REMIC II.

The Trustee acknowledges the assignment to it of the Uncertificated REMIC I and REMIC II Regular Interests and, concurrently therewith and in exchange therefor, pursuant to the written request of the Company executed by an officer of the Company, the Trustee has executed and caused to be authenticated and delivered to or upon the order of the Company, the Class A-1, Class A-2, Class A-3, Class A-4, Class A-5, Class A-6, Class M-1, Class M-2, Class M-3, Class B-1, Class B-2, Class B-3 and Class R-II Certificates in authorized denominations evidencing ownership of the entire REMIC II.

ARTICLE III

ADMINISTRATION AND SERVICING
OF MORTGAGE LOANS

Section 3.01. Master Servicer to Act as Servicer.

(a) The Master Servicer shall service and administer the Mortgage Loans in accordance with the terms of this Agreement and the respective Mortgage Loans and shall have full power and authority, acting alone or through Subservicers as provided in Section 3.02, to do any and all things which it may deem necessary or desirable in connection with such servicing and administration. Without limiting the generality of the foregoing, the Master Servicer in its own name or in the name of a Subservicer is hereby authorized and empowered by the Trustee when the Master Servicer or the Subservicer, as the case may be, believes it appropriate in its best judgment, to execute and deliver, on behalf of the Certificateholders and the Trustee or any of them, any and all instruments of satisfaction or cancellation, or of partial or full release or discharge, or of consent to assumption or modification in connection with a proposed conveyance, or of assignment of any Mortgage and Mortgage Note in connection with the repurchase of a Mortgage Loan and all other comparable instruments, or with

respect
to the modification or re-recording of a Mortgage for the purpose
of
correcting the Mortgage, the subordination of the lien of the
Mortgage in favor of a public utility company or government
agency
or unit with powers of eminent domain, the taking of a deed in
lieu
of foreclosure, the completion of judicial or non-judicial
foreclosure, the conveyance of a Mortgaged Property to an
Insurer,
the acquisition of any property acquired by foreclosure or deed
in
lieu of foreclosure, or the management, marketing and conveyance
of
any property acquired by foreclosure or deed in lieu of
foreclosure
with respect to the Mortgage Loans and with respect to the
Mortgaged
Properties. Notwithstanding the foregoing, subject to Section
3.07(a), the Master 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 (other than in connection with a proposed
conveyance or assumption of such Mortgage Loan that is treated as
a
Principal Prepayment in Full pursuant to Section 3.13(d) hereof)
and
cause either REMIC I or REMIC II to fail to qualify as as a REMIC
under the Code. The Trustee shall furnish the Master Servicer
with
any powers of attorney and other documents necessary or
appropriate
to enable the Master Servicer to service and administer the
Mortgage
Loans. The Trustee shall not be responsible for any action taken
by
the Master Servicer or any Subservicer pursuant to such powers of
attorney. In servicing and administering any Nonsubserviced
Mortgage Loan, the Master Servicer shall act reasonably and in
good
faith and, to the extent not inconsistent with this Agreement,
comply with the Program Guide as if it were the originator of
such
Mortgage Loan and had retained the servicing rights and
obligations
in respect thereof.

(b) All costs incurred by the Master Servicer or by Subservicers in effecting the timely payment of taxes and assessments on the properties subject to the Mortgage Loans shall not, for the purpose of calculating monthly distributions to Certificateholders, be added to the amount owing under the related Mortgage Loans, notwithstanding that the terms of such Mortgage Loan so permit, and such costs shall be recoverable to the extent permitted by Section 3.10(a)(ii).

(c) The Master Servicer may enter into one or more agreements in connection with the offering of pass-through certificates evidencing interests in one or more of the Certificates providing for the payment by the Master Servicer of amounts received by the Master Servicer as servicing compensation hereunder and required to cover certain Prepayment Interest Shortfalls on the Mortgage Loans, which payment obligation will thereafter be an obligation of the Master Servicer hereunder.

Section 3.02. Subservicing Agreements Between Master Servicer and Subservicers; Enforcement of Subservicers' and Sellers' Obligations.

(a) The Master Servicer may continue in effect Subservicing Agreements entered into by Residential Funding and Subservicers prior to the execution and delivery of this Agreement, and may enter into new Subservicing Agreements with Subservicers, for the servicing and administration of all or some of the Mortgage Loans. Each Subservicer of a Mortgage Loan shall be entitled to receive and retain, as provided in the related Subservicing Agreement and in Section 3.07, the related Subservicing Fee from payments of interest received on such Mortgage Loan after payment of all amounts required to be remitted to the Master Servicer in respect of such Mortgage Loan. For any Mortgage Loan that is a Nonsubserviced Mortgage Loan, the Master Servicer shall be entitled to receive and retain an amount equal to the Subservicing Fee from payments of interest. Unless the context otherwise requires, references in this Agreement to actions taken or to be taken by the Master Servicer in servicing the Mortgage Loans include actions taken or to be taken by a Subservicer on behalf of the Master

Servicer. Each Subservicing Agreement will be upon such terms and conditions as are generally required or permitted by the Program Guide and are not inconsistent with this Agreement and as the Master Servicer and the Subservicer have agreed. A representative form of Subservicing Agreement is attached to this Agreement as Exhibit G. With the approval of the Master Servicer, a Subservicer may delegate its servicing obligations to third-party servicers, but such Subservicer will remain obligated under the related Subservicing Agreement. The Master Servicer and a Subservicer may enter into amendments thereto or a different form of Subservicing Agreement, and the form referred to or included in the Program Guide is merely provided for information and shall not be deemed to limit in any respect the discretion of the Master Servicer to modify or enter into different Subservicing Agreements; provided, however, that any such amendments or different forms shall be consistent with and not violate the provisions of either this Agreement or the Program Guide in a manner which would materially and adversely affect the interests of the Certificateholders.

(b) As part of its servicing activities hereunder, the Master Servicer, for the benefit of the Trustee and the Certificateholders, shall use its best reasonable efforts to enforce the obligations of each Subservicer under the related Subservicing Agreement and of each Seller under the related Seller's Agreement, to the extent that the non-performance of any such obligation would have a material and adverse effect on the interests of the Certificateholders in a Mortgage Loan, including, without limitation, the obligation to purchase a Mortgage Loan on account of defective documentation, as described in Section 2.02, or on account of a breach of a representation or warranty, as described in Section 2.04. Such enforcement, including, without limitation, the legal prosecution of claims, termination of Subservicing Agreements or Seller's Agreements, as appropriate, 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 Master Servicer would employ in its good faith business judgment and which are normal and usual in its general mortgage servicing activities. The Master 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.

Section 3.03. Successor Subservicers.

The Master Servicer shall be entitled to terminate any Subservicing Agreement that may exist in accordance with the terms and conditions of such Subservicing Agreement and without any limitation by virtue of this Agreement; provided, however, that in the event of termination of any Subservicing Agreement by the Master Servicer or the Subservicer, the Master 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. If the Master Servicer or any Affiliate of Residential Funding acts as servicer, it will not assume liability for the representations and warranties of the Subservicer which it replaces. If the Master Servicer enters into a Subservicing Agreement with a successor Subservicer, the Master Servicer shall use reasonable efforts to have the successor Subservicer assume liability for the representations and warranties made by the terminated Subservicer in respect of the related Mortgage Loans and, in the event of any such assumption by the successor Subservicer, the Master Servicer may, in the exercise of its business judgment, release the terminated Subservicer from liability for such representations and warranties.

Section 3.04. Liability of the Master Servicer.

Notwithstanding any Subservicing Agreement, any of the provisions of this Agreement relating to agreements or arrangements

between the Master Servicer or a Subservicer or reference to actions taken through a Subservicer or otherwise, the Master Servicer shall remain obligated and liable to the Trustee and Certificateholders for the servicing and administering of the Mortgage Loans in accordance with the provisions of Section 3.01 without diminution of such obligation or liability by virtue of such Subservicing Agreements or arrangements or by virtue of indemnification from the Subservicer or the Company and to the same extent and under the same terms and conditions as if the Master Servicer alone were servicing and administering the Mortgage Loans. The Master Servicer shall be entitled to enter into any agreement with a Subservicer or Seller for indemnification of the Master Servicer and nothing contained in this Agreement shall be deemed to limit or modify such indemnification.

Section 3.05. No Contractual Relationship Between
Subservicer and Trustee or
Certificateholders.

Any Subservicing Agreement that may be entered into and any other transactions or services relating to the Mortgage Loans involving a Subservicer in its capacity as such and not as an originator shall be deemed to be between the Subservicer and the Master Servicer alone and the Trustee and Certificateholders shall not be deemed parties thereto and shall have no claims, rights, obligations, duties or liabilities with respect to the Subservicer in its capacity as such except as set forth in Section 3.06. The foregoing provision shall not in any way limit a Subservicer's obligation to cure an omission or defect or to repurchase a Mortgage Loan as referred to in Section 2.02 hereof.

Section 3.06. Assumption or Termination of
Subservicing Agreements by Trustee.

(a) In the event the Master Servicer shall for any reason no longer be the master servicer (including by reason of an Event of Default), the Trustee, its designee or its successor shall thereupon assume all of the rights and obligations of the Master

Servicer under each Subservicing Agreement that may have been entered into. The Trustee, its designee or the successor servicer for the Trustee shall be deemed to have assumed all of the Master Servicer's interest therein and to have replaced the Master Servicer as a party to the Subservicing Agreement to the same extent as if the Subservicing Agreement had been assigned to the assuming party except that the Master Servicer shall not thereby be relieved of any liability or obligations under the Subservicing Agreement.

(b) The Master Servicer shall, upon request of the Trustee but at the expense of the Master Servicer, deliver to the assuming party all documents and records relating to each Subservicing Agreement and the Mortgage Loans then being serviced and an accounting of amounts collected and held by it and otherwise use its best efforts to effect the orderly and efficient transfer of each Subservicing Agreement to the assuming party.

Section 3.07. Collection of Certain Mortgage Loan Payments; Deposits to Custodial Account.

(a) The Master 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 the terms and provisions of any related Primary Insurance Policy, follow such collection procedures as it would employ in its good faith business judgment and which are normal and usual in its general mortgage servicing activities. Consistent with the foregoing, the Master Servicer may in its discretion (i) waive any late payment charge or any prepayment charge or penalty interest in connection with the prepayment of a Mortgage Loan and (ii) extend the Due Date for payments due on a Mortgage Loan in accordance with the Program Guide, provided, however, that the Master Servicer shall first determine that any such waiver or extension will not impair the coverage of any related Primary Insurance Policy or materially adversely affect the lien of the related Mortgage or the interest of the Certificateholders. Consistent with the terms of this Agreement, the Master Servicer may also waive, modify or vary any term of any Mortgage Loan or consent to the postponement of strict

compliance with any such term or in any manner grant indulgence to any Mortgagor if in the Master Servicer's determination such waiver, modification, postponement or indulgence is not materially adverse to the interests of the Certificateholders, provided, however, that the Master Servicer may not modify materially or permit any Subservicer to modify any Mortgage Loan, including without limitation any modification that would change the Mortgage Rate, forgive the payment of any principal or interest (unless in connection with the liquidation of the related Mortgage Loan or except in connection with prepayments to the extent that such reamortization is not inconsistent with the terms of the 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 Master Servicer, such default is reasonably foreseeable. In the event of any such arrangement, the Master Servicer shall make timely Advances on the related Mortgage Loan during the scheduled period in accordance with the amortization schedule of such Mortgage Loan without modification thereof by reason of such arrangements unless otherwise agreed to by the Holders of the Classes of Certificates affected thereby.

(b) The Master Servicer shall establish and maintain a Custodial Account in which the Master Servicer shall deposit or cause to be deposited on a daily basis, except as otherwise specifically provided herein, the following payments and collections remitted by Subservicers or received by it in respect of the Mortgage Loans subsequent to the Cut-off Date (other than in respect of principal and interest on the Mortgage Loans due on or before the Cut-off Date):

(i) All payments on account of principal, including Principal Prepayments made by Mortgagors on the Mortgage Loans and the principal component of any Subservicer Advance or of any REO Proceeds received in connection with an REO Property for which an REO Disposition has occurred;

(ii) All payments on account of interest at the Adjusted Mortgage Rate on the Mortgage Loans, including Buydown Funds, if any, and the interest component of any

Subservicer Advance or of any REO Proceeds received in connection with an REO Property for which an REO Disposition has occurred;

(iii) Insurance Proceeds and Liquidation Proceeds (net of any related expenses of the Subservicer);

(iv) All proceeds of any Mortgage Loans purchased pursuant to Section 2.02, 2.03, 2.04 or 4.07 and all amounts required to be deposited in connection with the substitution of a Qualified Substitute Mortgage Loan pursuant to Section 2.03 or 2.04;

(v) Any amounts required to be deposited pursuant to Section 2.01(f), 3.07(c) or 3.21; and

(vi) All amounts transferred from the Certificate Account to the Custodial Account in accordance with Section 4.02(a).

The foregoing requirements for deposit in the Custodial Account shall be exclusive, it being understood and agreed that, without limiting the generality of the foregoing, payments on the Mortgage Loans which are not part of the Trust Fund (consisting of payments in respect of principal and interest on the Mortgage Loans due on or before the Cut-off Date) and payments or collections in the nature of prepayment charges or late payment charges or assumption fees may but need not be deposited by the Master Servicer in the Custodial Account. In the event any amount not required to be deposited in the Custodial Account is so deposited, the Master Servicer may at any time withdraw such amount from the Custodial Account, any provision herein to the contrary notwithstanding. The Custodial Account may contain funds that belong to one or more trust funds created for mortgage pass-through certificates of other series and may contain other funds respecting payments on mortgage loans belonging to the Master Servicer or serviced or master serviced by it on behalf of others. Notwithstanding such commingling of funds, the Master Servicer shall keep records that accurately reflect the funds on deposit in the Custodial Account that have been identified by it as being attributable to the Mortgage Loans.

With respect to Insurance Proceeds, Liquidation Proceeds, REO Proceeds and the proceeds of the purchase of any Mortgage Loan pursuant to Sections 2.02, 2.03, 2.04 and 4.07 received in any calendar month, the Master Servicer may elect to treat such amounts as included in the Available Distribution Amount for the Distribution Date in the month of receipt, but is not obligated to do so. If the Master Servicer so elects, such amounts will be deemed to have been received (and any related Realized Loss shall be deemed to have occurred) on the last day of the month prior to the receipt thereof.

(c) The Master Servicer shall use its best efforts to cause the institution maintaining the Custodial Account to invest the funds in the Custodial Account attributable to the Mortgage Loans in Permitted Investments which shall mature not later than the Certificate Account Deposit Date next following the date of such investment (with the exception of the Amount Held for Future Distribution) and which shall not be sold or disposed of prior to their maturities. All income and gain realized from any such investment shall be for the benefit of the Master Servicer as additional servicing compensation 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 attributable to the investment of amounts in respect of the Mortgage Loans shall be deposited in the Custodial Account by the Master Servicer out of its own funds immediately as realized.

(d) The Master Servicer shall give notice to the Trustee and the Company of any change in the location of the Custodial Account and the location of the Certificate Account prior to the use thereof.

Section 3.08. Subservicing Accounts; Servicing Accounts.

(a) In those cases where a Subservicer is servicing a Mortgage Loan pursuant to a Subservicing Agreement, the Master Servicer shall cause the Subservicer, pursuant to the Subservicing Agreement, to establish and maintain one or more Subservicing Accounts which shall be an Eligible Account or, if such account is

not an Eligible Account, shall generally satisfy the requirements of the Program Guide and be otherwise acceptable to the Master Servicer and each Rating Agency. The Subservicer will be required thereby to deposit into the Subservicing Account on a daily basis all proceeds of Mortgage Loans received by the Subservicer, less its Subservicing Fees and unreimbursed advances and expenses, to the extent permitted by the Subservicing Agreement. If the Subservicing Account is not an Eligible Account, the Master Servicer shall be deemed to have received such monies upon receipt thereof by the Subservicer. The Subservicer shall not be required to deposit in the Subservicing Account payments or collections in the nature of prepayment charges or late charges or assumption fees. On or before the date specified in the Program Guide, but in no event later than the Determination Date, the Master Servicer shall cause the Subservicer, pursuant to the Subservicing Agreement, to remit to the Master Servicer for deposit in the Custodial Account all funds held in the Subservicing Account with respect to each Mortgage Loan serviced by such Subservicer that are required to be remitted to the Master Servicer. The Subservicer will also be required, pursuant to the Subservicing Agreement, to advance on such scheduled date of remittance amounts equal to any scheduled monthly installments of principal and interest less its Subservicing Fees on any Mortgage Loans for which payment was not received by the Subservicer. This obligation to advance with respect to each Mortgage Loan will continue up to and including the first of the month following the date on which the related Mortgaged Property is sold at a foreclosure sale or is acquired by the Trust Fund by deed in lieu of foreclosure or otherwise. All such advances received by the Master Servicer shall be deposited promptly by it in the Custodial Account.

(b) The Subservicer may also be required, pursuant to the Subservicing Agreement, to remit to the Master Servicer for

deposit in the Custodial Account interest at the Adjusted
Mortgage

Rate on any Curtailment received by such Subservicer in respect
of

a Mortgage Loan from the related Mortgagor during any month that
is

to be applied by the Subservicer to reduce the unpaid principal
balance of the related Mortgage Loan as of the first day of such
month, from the date of application of such Curtailment to the
first

day of the following month. Any amounts paid by a Subservicer
pursuant to the preceding sentence shall be for the benefit of
the

Master Servicer as additional servicing compensation and shall be
subject to its withdrawal or order from time to time pursuant to
Sections 3.10(a)(iv) and (v).

(c) In addition to the Custodial Account and the
Certificate Account, the Master Servicer shall for any
Nonsubserviced Mortgage Loan, and shall cause the Subservicers
for

Subserviced Mortgage Loans to, establish and maintain one or more
Servicing Accounts and deposit and retain therein all collections
from the Mortgagors (or advances from Subservicers) for the
payment

of taxes, assessments, hazard insurance premiums, Primary
Insurance

Policy premiums, if applicable, or comparable items for the
account

of the Mortgagors. Each Servicing Account shall satisfy the
requirements for a Subservicing Account and, to the extent
permitted

by the Program Guide or as is otherwise acceptable to the Master
Servicer, may also function as a Subservicing Account.

Withdrawals

of amounts related to the Mortgage Loans from the Servicing
Accounts

may be made only to effect timely payment of taxes, assessments,
hazard insurance premiums, Primary Insurance Policy premiums, if
applicable, or comparable items, to reimburse the Master Servicer
or

Subservicer out of related collections for any payments made
pursuant to Sections 3.11 (with respect to the Primary Insurance
Policy) and 3.12(a) (with respect to hazard insurance), to refund
to

any Mortgagors any sums as may be determined to be overages, to
pay

interest, if required, to Mortgagors on balances in the Servicing
Account or to clear and terminate the Servicing Account at the
termination of this Agreement in accordance with Section 9.01 or
in

accordance with the Program Guide. As part of its servicing duties, the Master Servicer shall, and the Subservicers will, pursuant to the Subservicing Agreements, be required to pay to the Mortgagors interest on funds in this account to the extent required by law.

(d) The Master Servicer shall advance the payments referred to in the preceding subsection that are not timely paid by the Mortgagors or advanced by the Subservicers on the date when the tax, premium or other cost for which such payment is intended is due, but the Master Servicer shall be required so to advance only to the extent that such advances, in the good faith judgment of the Master Servicer, will be recoverable by the Master Servicer out of Insurance Proceeds, Liquidation Proceeds or otherwise.

Section 3.09. Access to Certain Documentation and Information Regarding the Mortgage Loans.

In the event that compliance with this Section 3.09 shall make any Class of Certificates legal for investment by federally insured savings and loan associations, the Master Servicer shall provide, or cause the Subservicers to provide, to the Trustee, the Office of Thrift Supervision or the FDIC and the supervisory agents and examiners thereof access to the documentation regarding the Mortgage Loans required by applicable regulations of the Office of Thrift Supervision, such access being afforded without charge but only upon reasonable request and during normal business hours at the offices designated by the Master Servicer. The Master Servicer shall permit such representatives to photocopy any such documentation and shall provide equipment for that purpose at a charge reasonably approximating the cost of such photocopying to the Master Servicer.

Section 3.10. Permitted Withdrawals from the Custodial Account.

(a) The Master Servicer may, from time to time as provided herein, make withdrawals from the Custodial Account of amounts on deposit therein pursuant to Section 3.07 that are

attributable to the Mortgage Loans for the following purposes:

(i) to make deposits into the Certificate Account in the amounts and in the manner provided for in Section 4.01;

(ii) to reimburse itself or the related Subservicer for previously unreimbursed advances or expenses made pursuant to Sections 3.01, 3.08, 3.11, 3.12(a), 3.14 and 4.04 or otherwise reimbursable pursuant to the terms of this Agreement, such withdrawal right being limited to amounts received on particular Mortgage Loans (including, for this purpose, REO Proceeds, Insurance Proceeds, Liquidation Proceeds and proceeds from the purchase of a Mortgage Loan pursuant to Section 2.02, 2.03, 2.04 or 4.07) which represent

(A) Late Collections of Monthly Payments for which any such advance was made in the case of Subservicer Advances or Advances pursuant to Section 4.04 and (B) late recoveries of the payments for which such advances were made in the case of Servicing Advances;

(iii) to pay to itself or the related Subservicer (if not previously retained by such Subservicer) out of each payment received by the Master Servicer on account of interest on a Mortgage Loan as contemplated by Sections 3.14 and 3.16, an amount equal to that remaining portion of any such payment as to interest (but not in excess of the Servicing Fee and the Subservicing Fee, if not previously retained) which, when deducted, will result in the remaining amount of such interest being interest at the Net Mortgage Rate on the amount specified in the amortization schedule of the related Mortgage Loan as the principal balance thereof at the beginning of the period respecting which such interest was paid after giving effect to any previous Curtailments;

(iv) to pay to itself as additional servicing compensation any interest or investment income earned on funds deposited in the Custodial Account that it is entitled to withdraw pursuant to Section 3.07(c);

(v) to pay to itself as additional servicing compensation any Foreclosure Profits, and any amounts remitted by Subservicers as interest in respect of Curtailments pursuant to Section 3.08(b);

(vi) to pay to itself, a Subservicer, a Seller, Residential Funding, the Company or any other appropriate Person, as the case may be, with respect to each Mortgage Loan or property acquired in respect thereof that has been purchased or otherwise transferred pursuant to Section 2.02, 2.03, 2.04, 4.07 or 9.01, all amounts received thereon and not required to be distributed to Certificateholders as of the date on which the related Stated Principal Balance or Purchase Price is determined;

(vii) to reimburse itself or the related Subservicer for any Nonrecoverable Advance or Advances in the manner and to the extent provided in subsection (c) below or any Advance reimbursable to the Master Servicer pursuant to Section 4.02(a)(iii);

(viii) to reimburse itself or the Company for expenses incurred by and reimbursable to it or the Company pursuant to Sections 3.13, 3.14(c), 6.03, 10.01 or otherwise;

(ix) to reimburse itself for amounts expended by it (a) pursuant to Section 3.14 in good faith in connection with the restoration of property damaged by an Uninsured Cause, and (b) in connection with the liquidation of a Mortgage Loan or disposition of an REO Property to the extent not otherwise reimbursed pursuant to clause (ii) or (viii) above; and

(x) to withdraw any amount deposited in the Custodial Account that was not required to be deposited therein pursuant to Section 3.07.

(b) Since, in connection with withdrawals pursuant to clauses (ii), (iii), (v) and (vi), the Master Servicer's entitlement thereto is limited to collections or other recoveries on the related Mortgage Loan, the Master 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.

(c) The Master Servicer shall be entitled to reimburse itself or the related Subservicer for any advance made in respect of a Mortgage Loan that the Master Servicer determines to be a Nonrecoverable Advance by withdrawal from the Custodial Account of amounts on deposit therein attributable to the Mortgage Loans on any Certificate Account Deposit Date succeeding the date of such determination. Such right of reimbursement in respect of a Nonrecoverable Advance on any such Certificate Account Deposit Date shall be limited to an amount not exceeding the portion of such advance previously paid to Certificateholders (and not theretofore reimbursed to the Master Servicer or the related Subservicer).

Section 3.11. Maintenance of the Primary Insurance Policies; Collections Thereunder.

(a) The Master Servicer shall not take, or permit any Subservicer to take, any action which would result in non-coverage under any applicable Primary Insurance Policy of any loss which, but for the actions of the Master Servicer or Subservicer, would have been covered thereunder. To the extent coverage is available, the Master Servicer shall keep or cause to be kept in full force and effect each such Primary Insurance Policy until the principal balance of the related Mortgage Loan secured by a Mortgaged Property is reduced to 80% or less of the Appraised Value in the case of such a Mortgage Loan having a Loan-to-Value Ratio at origination in excess of 80%, provided that such Primary Insurance Policy was in place as of the Cut-off Date and the Company had knowledge of such Primary Insurance Policy. In the event that the Company gains knowledge that as of the Closing Date, a Mortgage Loan had a Loan-to-Value Ratio at origination in excess of 80% and is not the subject of a Primary Insurance Policy (and was not included in any exception to the representation in Section 2.03(b)(iv)) and that such Mortgage Loan has a current Loan-to-Value Ratio in excess of

80% then the Master Servicer shall use its reasonable efforts to obtain and maintain a Primary Insurance Policy to the extent that such a policy is obtainable at a reasonable price. The Master Servicer shall not cancel or refuse to renew any such Primary Insurance Policy applicable to a Nonsubserviced Mortgage Loan, or consent to any Subservicer canceling or refusing to renew any such

Primary Insurance Policy applicable to a Mortgage Loan subserviced

by it, that is in effect at the date of the initial issuance of the

Certificates and is required to be kept in force hereunder unless the replacement Primary Insurance Policy for such canceled or non-

renewed policy is maintained with an insurer whose claims-paying ability is acceptable to each Rating Agency for mortgage pass-through certificates having a rating equal to or better than the lower of the then-current rating or the rating assigned to the Certificates as of the Closing Date by such Rating Agency.

(b) In connection with its activities as administrator and servicer of the Mortgage Loans, the Master Servicer agrees to present or to cause the related Subservicer to present, on behalf of

the Master Servicer, the Subservicer, if any, the Trustee and Certificateholders, claims to the Insurer under any Primary Insurance Policies, in a timely manner in accordance with such policies, and, in this regard, to take or cause to be taken such reasonable action as shall be necessary to permit recovery under any

Primary Insurance Policies respecting defaulted Mortgage Loans. Pursuant to Section 3.07, any Insurance Proceeds collected by or remitted to the Master Servicer under any Primary Insurance Policies

shall be deposited in the Custodial Account, subject to withdrawal

pursuant to Section 3.10.

Section 3.12. Maintenance of Fire Insurance and Omissions and Fidelity Coverage.

(a) The Master Servicer shall cause to be maintained for each Mortgage Loan (other than a Cooperative Loan) fire insurance with extended coverage in an amount which is equal to the

lesser of the principal balance owing on such Mortgage Loan or 100

percent of the insurable value of the improvements; 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. To the extent it may do so without breaching the related Subservicing Agreement, the Master Servicer shall replace any Subservicer that does not cause such insurance, to the extent it

is available, to be maintained. The Master Servicer shall also cause to be maintained on property acquired upon foreclosure, or deed in lieu of foreclosure, of any Mortgage Loan (other than a Cooperative 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. Pursuant to Section 3.07, any amounts collected by the Master 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 Master Servicer's normal servicing procedures) shall be deposited in the Custodial Account,

subject to withdrawal pursuant to Section 3.10. Any cost incurred

by the Master Servicer in maintaining any such insurance shall not,

for the purpose of calculating monthly distributions to Certificateholders, be added to the amount owing under the Mortgage

Loan, notwithstanding that the terms of the Mortgage Loan so permit.

Such costs shall be recoverable by the Master Servicer out of related late payments by the Mortgagor or out of Insurance Proceeds

and Liquidation Proceeds as to the extent permitted by Section 3.10.

It is understood and agreed that no earthquake or other additional

insurance is to be required of any Mortgagor or maintained 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. When the improvements securing a Mortgage Loan (other than a Cooperative Loan) are located at the time of origination of such Mortgage Loan

in a federally designated special flood hazard area, the Master Servicer shall cause flood insurance (to the extent available) to be

maintained in respect thereof. Such flood insurance shall be in an

amount equal to the lesser of (i) the amount required to compensate for any loss or damage to the Mortgaged Property on a replacement cost basis and (ii) the maximum amount of such insurance available for the related Mortgaged Property under the national flood insurance program (assuming that the area in which such Mortgaged Property is located is participating in such program).

In the event that the Master Servicer shall obtain and maintain a blanket fire insurance policy with extended coverage 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 3.12(a), it being understood and agreed that such policy may contain a deductible clause, in which case the Master 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

3.12(a) and there shall have been a loss which would have been covered by such policy, deposit in the Certificate Account the amount not otherwise payable under the blanket policy because of such deductible clause. Any such deposit by the Master Servicer shall be made on the Certificate Account Deposit Date next preceding

the Distribution Date which occurs in the month following the month

in which payments under any such policy would have been deposited in

the Custodial Account. In connection with its activities as administrator and servicer of the Mortgage Loans, the Master Servicer agrees to present, on behalf of itself, the Trustee and Certificateholders, claims under any such blanket policy.

(b) The Master Servicer shall obtain and maintain at its own expense and keep in full force and effect throughout the term of this Agreement a blanket fidelity bond and an errors and omissions insurance policy covering the Master Servicer's officers

and employees and other persons acting on behalf of the Master Servicer in connection with its activities under this Agreement. The amount of coverage shall be at least equal to the coverage that

would be required by FNMA or FHLMC, whichever is greater, with respect to the Master Servicer if the Master Servicer were servicing

and administering the Mortgage Loans for FNMA or FHLMC. In the event that any such bond or policy ceases to be in effect, the Master Servicer shall obtain a comparable replacement bond or policy

from an issuer or insurer, as the case may be, meeting the requirements, if any, of the Program Guide and acceptable to the Company. Coverage of the Master Servicer under a policy or bond obtained by an Affiliate of the Master Servicer and providing the coverage required by this Section 3.12(b) shall satisfy the requirements of this Section 3.12(b).

Section 3.13. Enforcement of Due-on-Sale Clauses;
Assumption and Modification
Agreements; Certain Assignments.

(a) When any Mortgaged Property is conveyed by the Mortgagor, the Master 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 Master Servicer shall not be deemed to be in default under this Section 3.13(a) by reason of any transfer or assumption which the Master Servicer is restricted by law from preventing; and

(ii) if the Master 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 Master Servicer shall not be required to enforce the due-on-sale clause or to contest such action.

(b) Subject to the Master Servicer's duty to enforce any due-on-sale clause to the extent set forth in Section 3.13(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 Trustee, or if an instrument of release signed by the Trustee is required

releasing
the Mortgagor from liability on the Mortgage Loan, the Master Servicer is authorized, subject to the requirements of the sentence
next following, to execute and deliver, on behalf of the 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 both constitute a "significant modification" effecting an exchange or reissuance of such Mortgage Loan under the Code (or final, temporary or proposed Treasury regulations promulgated thereunder) and cause either REMIC I or REMIC II to fail to qualify
as a REMIC under the Code. The Master 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) the Mortgage Loan will continue to be secured by a first mortgage lien pursuant
to the terms of the Mortgage, (B) such transaction will not adversely affect the coverage under any Required Insurance Policies,
(C) the Mortgage Loan will fully amortize over the remaining term thereof, (D) 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 (E) 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 Master Servicer's or Subservicer's good faith determination) adversely affect the collectability of the Mortgage Loan. Upon receipt of appropriate instructions from the Master Servicer in accordance with the foregoing, the Trustee shall execute any

necessary instruments for such assumption or substitution of liability as directed by the Master Servicer. Upon the closing of the transactions contemplated by such documents, the Master 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 Trustee or the Custodian and deposited with the Mortgage File for such Mortgage Loan. Any fee collected by the Master Servicer or such related Subservicer for entering into an assumption or substitution of liability agreement will be retained by the Master Servicer or such Subservicer as additional servicing compensation.

(c) The Master Servicer or the related Subservicer, as the case may be, shall be entitled to approve a request from a Mortgagor for a partial release of the related Mortgaged Property, the granting of an easement thereon in favor of another Person, any alteration or demolition of the related Mortgaged Property 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 Loan, that the security for, and the timely and full collectability of, such Mortgage Loan would not be adversely affected thereby and that neither REMIC I nor REMIC II would fail to continue to qualify as a REMIC under the Code as a result thereof. Any fee collected by the Master Servicer or the related Subservicer for processing such a request will be retained by the Master Servicer or such Subservicer as additional servicing compensation.

(d) Subject to any other applicable terms and conditions of this Agreement, the Trustee and Master Servicer shall be entitled to approve an assignment in lieu of satisfaction with respect to any Mortgage Loan, provided the obligee with respect to such Mortgage Loan following such proposed assignment provides the Trustee and Master Servicer with a "Lender Certification for Assignment of Mortgage Loan" in the form attached hereto as

Exhibit

O, in form and substance satisfactory to the Trustee and Master Servicer, providing the following: (i) that the Mortgage Loan is secured by Mortgaged Property located in a jurisdiction in which an assignment in lieu of satisfaction is required to preserve lien priority, minimize or avoid mortgage recording taxes or otherwise comply with, or facilitate a refinancing under, the laws of such jurisdiction; (ii) that the substance of the assignment is, and is intended to be, a refinancing of such Mortgage Loan and that the form of the transaction is solely to comply with, or facilitate the transaction under, such local laws; (iii) that the Mortgage Loan following the proposed assignment will have a rate of interest at least 0.25 percent below or above the rate of interest on such Mortgage Loan prior to such proposed assignment; and (iv) that such assignment is at the request of the borrower under the related Mortgage Loan. Upon approval of an assignment in lieu of satisfaction with respect to any Mortgage Loan, the Master Servicer shall receive cash in an amount equal to the unpaid principal balance of and accrued interest on such Mortgage Loan and the Master Servicer shall treat such amount as a Principal Prepayment in Full with respect to such Mortgage Loan for all purposes hereof.

Section 3.14. Realization Upon Defaulted Mortgage Loans.

(a) The Master Servicer shall foreclose upon or otherwise comparably convert (which may include an REO Acquisition) the ownership of properties securing such of the Mortgage Loans as come into and continue in default and as to which no satisfactory arrangements can be made for collection of delinquent payments pursuant to Section 3.07. In connection with such foreclosure or other conversion, the Master Servicer shall, consistent with Section 3.11, follow such practices and procedures as it shall deem necessary, reasonable or advisable, 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 Master Servicer shall not be liable in any respect hereunder if the Master Servicer

is acting in connection with any such foreclosure or other conversion in a manner that is consistent with the provisions of this Agreement. The Master Servicer, however, shall not be required to expend its own funds in connection with any foreclosure, or attempted foreclosure which is not completed, or towards the restoration of any property unless it shall determine (i) that such restoration and/or foreclosure will increase the proceeds of liquidation of the Mortgage Loan to Holders of Certificates of one or more Classes after reimbursement to itself for such expenses and (ii) that such expenses will be recoverable to it through Liquidation Proceeds, Insurance Proceeds, or REO Proceeds (respecting which it shall have priority for purposes of withdrawals from the Custodial Account pursuant to Section 3.10, whether or not such expenses are actually recoverable from related Liquidation Proceeds, Insurance Proceeds or REO Proceeds). In the event of a determination by the Master Servicer pursuant to this Section 3.14(a), the Master Servicer shall be entitled to reimbursement of its funds so expended pursuant to Section 3.10. Concurrently with the foregoing, the Master Servicer may pursue any remedies that may be available in connection with a breach of a representation and warranty with respect to any such Mortgage Loan in accordance with Sections 2.03 and 2.04. However, the Master Servicer is not required to continue to pursue both foreclosure (or similar remedies) with respect to the Mortgage Loans and remedies in connection with a breach of a representation and warranty if the Master Servicer determines in its reasonable discretion that one such remedy is more likely to result in a greater recovery as to the Mortgage Loan. Upon the occurrence of a Cash Liquidation or REO Disposition, following the deposit in the Custodial Account of all Insurance Proceeds, Liquidation Proceeds and other payments and recoveries referred to in the definition of "Cash Liquidation" or "REO Disposition," as applicable, upon receipt by the Trustee of written notification of such deposit signed by a Servicing Officer, the Trustee or any Custodian, as the case may be, shall release to the Master Servicer the related Mortgage File and the Trustee shall execute and deliver such instruments of transfer or assignment

prepared by the Master Servicer, in each case without recourse,
as
shall be necessary to vest in the Master Servicer or its
designee,
as the case may be, the related Mortgage Loan, and thereafter
such
Mortgage Loan shall not be part of the Trust Fund.

Notwithstanding
the foregoing or any other provision of this Agreement, in the
Master Servicer's sole discretion with respect to any defaulted
Mortgage Loan or REO Property as to either of the following
provisions, (i) a Cash Liquidation or REO Disposition may be
deemed
to have occurred if substantially all amounts expected by the
Master
Servicer to be received in connection with the related defaulted
Mortgage Loan or REO Property have been received, and (ii) for
purposes of determining the amount of any Liquidation Proceeds,
Insurance Proceeds, REO Proceeds or any other unscheduled
collections or the amount of any Realized Loss, the Master
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 the related
defaulted Mortgage Loan or REO Property.

(b) In the event that title to any Mortgaged Property
is acquired by the Trust Fund as an REO Property by foreclosure
or
by deed in lieu of foreclosure, the deed or certificate of sale
shall be issued to the Trustee or to its nominee on behalf of
Certificateholders. Notwithstanding any such acquisition of
title
and cancellation of the related Mortgage Loan, such REO Property
shall (except as otherwise expressly provided herein) be
considered
to be an Outstanding Mortgage Loan held in the Trust Fund until
such
time as the REO Property shall be sold. Consistent with the
foregoing for purposes of all calculations hereunder so long as
such
REO Property 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 and the related amortization schedule in
effect
at the time of any such acquisition of title (after giving effect
to
any previous Curtailments and before any adjustment thereto by

reason of any bankruptcy or similar proceeding or any moratorium or similar waiver or grace period) remain in effect.

(c) In the event that the Trust Fund acquires any REO Property as aforesaid or otherwise in connection with a default or imminent default on a Mortgage Loan, the Master Servicer, on behalf of the Trust Fund, shall sell any REO Property either (i) within two years after its acquisition by the Trust Fund as determined for the purposes of Section 860G(a)(8) of the Code or (ii) prior to the expiration of any extension to such two-year grace period which is requested on behalf of REMIC I by the Master Servicer (at the expense of the Trust Fund) more than 60 days prior to the end of such two-year grace period and granted by the Internal Revenue Service, unless the Master Servicer has delivered to the Trustee an Opinion of Counsel, addressed to the Trustee and the Master Servicer, to the effect that the holding by the Trust Fund of such REO Property subsequent to two years after its acquisition will not result in the imposition on REMIC I or REMIC II of taxes on "prohibited transactions" as defined in Section 860F of the Code, or cause REMIC I or REMIC II to fail to qualify as a REMIC under Federal law at any time that any Certificates, Uncertificated REMIC I Regular Interests or Uncertificated REMIC II Regular Interests are outstanding, in which case the Trust Fund may continue to hold such REO Property (subject to any conditions contained in such Opinion of Counsel). The Master 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 3.10. Notwithstanding any other provision of this Agreement, no REO Property acquired by the Trust Fund shall be rented (or allowed to continue to be rented) or otherwise used by or on behalf of the Trust Fund in such a manner or pursuant to any terms that would (i) cause such REO Property to fail to qualify as "foreclosure property" within the meaning of

Section 860G(a)(8) of the Code or (ii) subject REMIC I or REMIC II

to the imposition of any federal income taxes on the income earned

from such REO Property, including any taxes imposed by reason of Section 860G(c) of the Code, unless the Master Servicer has agreed

to indemnify and hold harmless the Trust Fund with respect to the imposition of any such taxes.

(d) The proceeds of any Cash Liquidation, REO Disposition or purchase or repurchase of any Mortgage Loan pursuant

to the terms of this Agreement, as well as any recovery resulting from a collection of Liquidation Proceeds, Insurance Proceeds or REO

Proceeds, will be applied in the following order of priority: first,

to reimburse the Master Servicer or the related Subservicer in accordance with Section 3.10(a)(ii); second, to the Certificateholders to the extent of accrued and unpaid interest on

the Mortgage Loan, and any related REO Imputed Interest, at the Net

Mortgage Rate to the Due Date prior to the Distribution Date on which such amounts are to be distributed; third, to the Certificateholders as a recovery of principal on the Mortgage Loan

(or REO Property); fourth, to all Servicing Fees and Subservicing Fees payable therefrom (and the Master Servicer and the Subservicer

shall have no claims for any deficiencies with respect to such fees

which result from the foregoing allocation); and fifth, to Foreclosure Profits.

Section 3.15. Trustee to Cooperate; Release of Mortgage Files.

(a) Upon becoming aware of the payment in full of any Mortgage Loan, or upon the receipt by the Master Servicer of a notification that payment in full will be escrowed in a manner customary for such purposes, the Master Servicer will immediately notify the Trustee (if it holds the related Mortgage File) or the Custodian by a certification of a Servicing Officer (which certification shall include a statement to the effect that all amounts received or to be received in connection with such payment

which are required to be deposited in the Custodial Account pursuant

to Section 3.07 have been or will be so deposited), substantially

in
one of the forms attached hereto as Exhibit H requesting delivery
to
it of the Mortgage File. Upon receipt of such certification and
request, the Trustee shall promptly release, or cause the
Custodian
to release, the related Mortgage File to the Master Servicer.
The
Master Servicer is authorized to execute and deliver to the
Mortgagor the request for reconveyance, deed of reconveyance or
release or satisfaction of mortgage or such instrument releasing
the
lien of the Mortgage, together with the Mortgage Note with, as
appropriate, written evidence of cancellation thereon. No
expenses
incurred in connection with any instrument of satisfaction or
deed
of reconveyance shall be chargeable to the Custodial Account or
the
Certificate Account.

(b) From time to time as is appropriate for the
servicing or foreclosure of any Mortgage Loan, the Master
Servicer
shall deliver to the Custodian, with a copy to the Trustee, a
certificate of a Servicing Officer substantially in one of the
forms
attached as Exhibit H hereto, requesting that possession of all,
or
any document constituting part of, the Mortgage File be released
to
the Master Servicer and certifying as to the reason for such
release
and that such release will not invalidate any insurance coverage
provided in respect of the Mortgage Loan under any Required
Insurance Policy. Upon receipt of the foregoing, the Trustee
shall
deliver, or cause the Custodian to deliver, the Mortgage File or
any
document therein to the Master Servicer. The Master Servicer
shall
cause each Mortgage File or any document therein so released to
be
returned to the Trustee, or the Custodian as agent for the
Trustee
when the need therefor by the Master Servicer no longer exists,
unless (i) the Mortgage Loan has been liquidated and the
Liquidation
Proceeds relating to the Mortgage Loan have been deposited in the
Custodial Account or (ii) the Mortgage File or such document has
been delivered directly or through a Subservicer to an attorney,

or
to a public trustee or other public official as required by law,
for
purposes of initiating or pursuing legal action or other
proceedings
for the foreclosure of the Mortgaged Property either judicially
or
non-judicially, and the Master Servicer has delivered directly or
through a Subservicer to the Trustee a certificate of a Servicing
Officer certifying as to the name and address of the Person to
which
such Mortgage File or such document was delivered and the purpose
or
purposes of such delivery. In the event of the liquidation of a
Mortgage Loan, the Trustee shall deliver the Request for Release
with respect thereto to the Master Servicer upon deposit of the
related Liquidation Proceeds in the Custodial Account.

(c) The Trustee or the Master Servicer on the
Trustee's behalf shall execute and deliver to the Master
Servicer,
if necessary, any court pleadings, requests for trustee's sale or
other documents necessary to the foreclosure or trustee's sale in
respect of a Mortgaged Property or to any legal action brought to
obtain judgment against any Mortgagor on the Mortgage Note or
Mortgage or to obtain a deficiency judgment, or to enforce any
other
remedies or rights provided by the Mortgage Note or Mortgage or
otherwise available at law or in equity. Together with such
documents or pleadings (if signed by the Trustee), the Master
Servicer shall deliver to the Trustee a certificate of a
Servicing
Officer requesting that such pleadings or documents be executed
by
the Trustee and certifying as to the reason such documents or
pleadings are required and that the execution and delivery
thereof
by the Trustee will not invalidate any insurance coverage under
any
Required Insurance Policy or invalidate or otherwise affect the
lien
of the Mortgage, except for the termination of such a lien upon
completion of the foreclosure or trustee's sale.

Section 3.16. Servicing and Other Compensation;
Compensating Interest.

(a) The Master Servicer, as compensation for its
activities hereunder, shall be entitled to receive on each
Distribution Date the amounts provided for by clauses (iii), (iv)
and (v) of Section 3.10(a), subject to clause (e) below. The

amount

of servicing compensation provided for in such clauses shall be accounted for on a Mortgage Loan-by-Mortgage Loan basis. In the event that Liquidation Proceeds, Insurance Proceeds and REO Proceeds

(net of amounts reimbursable therefrom pursuant to Section 3.10(a)(ii)) in respect of a Cash Liquidation or REO Disposition exceed the unpaid principal balance of such Mortgage Loan plus unpaid interest accrued thereon (including REO Imputed Interest) at

the related Net Mortgage Rate, the Master Servicer shall be entitled

to retain therefrom and to pay to itself and/or the related Subservicer any Servicing Fee or Subservicing Fee considered to be

accrued but unpaid.

(b) Additional servicing compensation in the form of prepayment charges, assumption fees, late payment charges, investment income on amounts in the Custodial Account or the Certificate Account or otherwise shall be retained by the Master Servicer or the Subservicer to the extent provided herein, subject to clause (e) below.

(c) The Master Servicer shall be required to pay, or cause to be paid, all expenses incurred by it in connection with its servicing activities hereunder (including payment of premiums for the Primary Insurance Policies, if any, to the extent such premiums are not required to be paid by the related Mortgagors, and the fees and expenses of the Trustee and any Custodian) and shall not be entitled to reimbursement therefor except as specifically provided in Sections 3.10 and 3.14.

(d) The Master Servicer's right to receive servicing compensation may not be transferred in whole or in part except in connection with the transfer of all of its responsibilities and obligations of the Master Servicer under this Agreement.

(e) Notwithstanding any other provision herein, the amount of servicing compensation that the Master Servicer shall be entitled to receive for its activities hereunder for the period ending on each Distribution Date shall be reduced (not below zero) by an amount equal to Compensating Interest (if any) for such Distribution Date. Such reduction shall be applied during such

period as follows: first, to any Servicing Fee or Subservicing Fee to which the Master Servicer is entitled pursuant to Section 3.10(a)(iii); second, to any income or gain realized from any investment of funds held in the Custodial Account or the Certificate Account to which the Master Servicer is entitled pursuant to Sections 3.07(c) or 4.01(b), respectively; and third, to any amounts of servicing compensation to which the Master Servicer is entitled pursuant to Section 3.10(a)(v) or (vi). In making such reduction, the Master Servicer (i) will not withdraw from the Custodial Account any such amount representing all or a portion of the Servicing Fee to which it is entitled pursuant to Section 3.10(a)(iii); (ii) will not withdraw from the Custodial Account or Certificate Account any such amount to which it is entitled pursuant to Section 3.07(c) or 4.01(b); and (iii) will not withdraw from the Custodial Account any such amount of servicing compensation to which it is entitled pursuant to Section 3.10(a)(v) or (vi).

Section 3.17. Reports to the Trustee and the Company.

Not later than fifteen days after each Distribution Date, the Master Servicer shall forward to the Trustee and the Company a statement, certified by a Servicing Officer, setting forth the status of the Custodial Account as of the close of business on such Distribution Date as it relates to the Mortgage Loans and showing, for the period covered by such statement, the aggregate of deposits in or withdrawals from the Custodial Account in respect of the Mortgage Loans for each category of deposit specified in Section 3.07 and each category of withdrawal specified in Section 3.10.

Section 3.18. Annual Statement as to Compliance.

The Master Servicer will deliver to the Company and the Trustee on or before March 31 of each year, beginning with the first

March 31 that occurs at least six months after the Cut-off Date, an Officers' Certificate stating, as to each signer thereof, that (i) a review of the activities of the Master Servicer during the preceding calendar year and of its performance under the pooling and servicing agreements, including this Agreement, has been made under such officers' supervision, (ii) to the best of such officers' knowledge, based on such review, the Master Servicer has fulfilled all of its material obligations in all material respects throughout such year, or, if there has been a default in the fulfillment in all material respects of any such obligation relating to this Agreement, specifying each such default known to such officer and the nature and status thereof and (iii) to the best of such officers' knowledge, each Subservicer has fulfilled its material obligations under its Subservicing Agreement in all material respects, or if there has been a material default in the fulfillment of such obligations relating to this Agreement, specifying such default known to such officer and the nature and status thereof.

Section 3.19. Annual Independent Public Accountants' Servicing Report.

On or before March 31 of each year, beginning with the first March 31 that occurs at least six months after the Cut-off Date, the Master Servicer at its expense shall cause a firm of Independent public accountants which is a member of the American Institute of Certified Public Accountants to furnish a statement to the Company and the Trustee to the effect that such firm has examined certain documents and records relating to the servicing of the mortgage loans under pooling and servicing agreements (including this Agreement) substantially similar one to another (such statement to have attached thereto a schedule setting forth the pooling and servicing agreements covered thereby, including this Agreement) and that, on the basis of such examination conducted substantially in compliance with the Uniform Single Audit Program for Mortgage Bankers or the Audit Program for Mortgages serviced for FHLMC, such servicing has been conducted in compliance with such pooling and

servicing agreements except for such significant exceptions or errors in records that, in the opinion of such firm, the Uniform Single Audit Program for Mortgage Bankers or the Audit Program for Mortgages serviced for FHLMC requires it to report. In rendering such statement, such firm may rely, as to matters relating to direct servicing of mortgage loans by Subservicers, upon comparable statements for examinations conducted substantially in compliance with the Uniform Single Audit Program for Mortgage Bankers or the Audit Program for Mortgages serviced for FHLMC (rendered within one year of such statement) of Independent public accountants with respect to the related Subservicer. For purposes of such statement, such firm may conclusively assume that all pooling and servicing agreements among the Company, the Master Servicer and the Trustee relating to Mortgage Pass-Through Certificates evidencing an interest in first mortgage loans are substantially similar one to another except for any such pooling and servicing agreement which, by its terms, specifically states otherwise.

Section 3.20. Rights of the Company in Respect of the Master Servicer.

The Master Servicer shall afford the Company, upon reasonable notice, during normal business hours access to all records maintained by the Master Servicer in respect of its rights and obligations hereunder and access to officers of the Master Servicer responsible for such obligations. Upon request, the Master Servicer shall furnish the Company with its most recent financial statements and such other information as the Master Servicer possesses regarding its business, affairs, property and condition, financial or otherwise. The Master Servicer shall also cooperate with all reasonable requests for information including, but not limited to, notices, tapes and copies of files, regarding itself, the Mortgage Loans or the Certificates from any Person or Persons identified by the Company or Residential Funding. The Company may, but is not obligated to, enforce the obligations of the Master Servicer hereunder and may, but is not obligated to, perform, or cause a designee to perform, any defaulted obligation of the Master Servicer hereunder or exercise the rights of the Master Servicer hereunder; provided that the Master Servicer shall not be relieved of any of its obligations hereunder by virtue of such performance

by
the Company or its designee. The Company shall not have any
responsibility or liability for any action or failure to act by
the
Master Servicer and is not obligated to supervise the performance
of
the Master Servicer under this Agreement or otherwise.

Section 3.21. Administration of Buydown Funds.

(a) With respect to any Buydown Mortgage Loan, the
Subservicer has deposited Buydown Funds in an account that
satisfies
the requirements for a Subservicing Account (the "Buydown
Account").
The Master Servicer shall cause the Subservicing Agreement to
require that upon receipt from the Mortgagor of the amount due on
a
Due Date for each Buydown Mortgage Loan, the Subservicer will
withdraw from the Buydown Account the predetermined amount that,
when added to the amount due on such date from the Mortgagor,
equals
the full Monthly Payment and transmit that amount in accordance
with
the terms of the Subservicing Agreement to the Master Servicer
together with the related payment made by the Mortgagor or
advanced
by the Subservicer.

(b) If the Mortgagor on a Buydown Mortgage Loan
prepays such loan in its entirety during the period (the "Buydown
Period") when Buydown Funds are required to be applied to such
Buydown Mortgage Loan, the Subservicer shall be required to
withdraw
from the Buydown Account and remit any Buydown Funds remaining in
the Buydown Account in accordance with the related buydown
agreement. The amount of Buydown Funds which may be remitted in
accordance with the related buydown agreement may reduce the
amount
required to be paid by the Mortgagor to fully prepay the related
Mortgage Loan. If the Mortgagor on a Buydown Mortgage Loan
defaults
on such Mortgage Loan during the Buydown Period and the property
securing such Buydown Mortgage Loan is sold in the liquidation
thereof (either by the Master Servicer or the insurer under any
related Primary Insurance Policy), the Subservicer shall be
required
to withdraw from the Buydown Account the Buydown Funds for such
Buydown Mortgage Loan still held in the Buydown Account and remit
the same to the Master Servicer in accordance with the terms of
the

Subservicing Agreement for deposit in the Custodial Account or, if instructed by the Master Servicer, pay to the insurer under any related Primary Insurance Policy if the Mortgaged Property is transferred to such insurer and such insurer pays all of the loss incurred in respect of such default. Any amount so remitted pursuant to the preceding sentence will be deemed to reduce the amount owed on the Mortgage Loan.

ARTICLE IV

PAYMENTS TO CERTIFICATEHOLDERS

Section 4.01. Certificate Account.

(a) The Master Servicer on behalf of the Trustee shall establish and maintain a Certificate Account in which the Master Servicer shall cause to be deposited on behalf of the Trustee on or before 2:00 P.M. New York time on each Certificate Account Deposit Date by wire transfer of immediately available funds an amount equal to the sum of (i) any Advance for the immediately succeeding Distribution Date, (ii) any amount required to be deposited in the Certificate Account pursuant to Section 3.12(a), (iii) any amount required to be deposited in the Certificate Account pursuant to Section 4.07, (iv) any amount required to be deposited in the Certificate Account pursuant to Section 3.16(e), (v) any amount required to be deposited in the Certificate Account pursuant to Section 9.01 and (vi) all other amounts constituting the Available Distribution Amount for the immediately succeeding Distribution Date.

(b) The Trustee shall, upon written request from the Master Servicer, invest or cause the institution maintaining the Certificate Account to invest the funds in the Certificate Account in Permitted Investments designated in the name of the Trustee for the benefit of the Certificateholders, which shall mature not later than the Business Day next preceding the Distribution Date next following the date of such investment (except that (i) any investment in the institution with which the Certificate Account is maintained may mature on such Distribution Date and (ii) any other investment may mature on such Distribution Date if the Trustee shall

advance funds on such Distribution Date to the Certificate Account in the amount payable on such investment on such Distribution Date, pending receipt thereof to the extent necessary to make distributions on the Certificates) and shall not be sold or disposed of prior to maturity. All income and gain realized from any such investment shall be for the benefit of the Master 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 Certificate Account by the Master Servicer out of its own funds immediately as realized.

Section 4.02. Distributions.

(a) On each Distribution Date, the Master Servicer on behalf of the Trustee or the Paying Agent appointed by the Trustee, shall distribute to the Master Servicer, in the case of a distribution pursuant to Section 4.02(a)(iii), the amount required to be distributed to the Master Servicer or a Subservicer pursuant to Section 4.02(a)(iii), and to each Certificateholder of record on the next preceding Record Date (other than as provided in Section 9.01 respecting the final distribution) either in immediately available funds (by wire transfer or otherwise) to the account of such Certificateholder at a bank or other entity having appropriate facilities therefor, if such Certificateholder has so notified the Master Servicer or the Paying Agent, as the case may be, or, if such Certificateholder has not so notified the Master Servicer or the Paying Agent by the Record Date, by check mailed to such Certificateholder at the address of such Holder appearing in the Certificate Register such Certificateholder's share (based on the aggregate of the Percentage Interests represented by Certificates of the applicable Class held by such Holder) of the following amounts, in the following order of priority (subject to the provisions of Section 4.02(b)), in each case to the extent of the Available Distribution Amount:

(i) to the Class A Certificateholders and Class R Certificateholders on a pro rata basis based on Accrued Certificate Interest payable thereon, Accrued Certificate Interest on such Classes of Certificates as applicable for such Distribution Date, plus any Accrued Certificate Interest thereon remaining unpaid from any previous Distribution Date, except as provided below;

(ii) to the Class A Certificateholders (other than the Class A-5 and Class A-6 Certificateholders) and Class R Certificateholders, in the priorities and amounts set forth in Section 4.02(b) and (c), the sum of the following (applied to reduce the Certificate Principal Balances of such Class A or Class R Certificates, as applicable):

(A) the Senior Percentage for such Distribution Date times the sum of the following:

(1) the principal portion of each Monthly Payment due during the related Due Period on each Outstanding Mortgage Loan, whether or not received on or prior to the related Determination Date, minus the principal portion of any Debt Service Reduction which together with other Bankruptcy Losses exceeds the Bankruptcy Amount;

(2) the Stated Principal Balance of any Mortgage Loan repurchased during the related Prepayment Period (or deemed to have been so repurchased in accordance with Section 3.07(b)) pursuant to Section 2.02, 2.03, 2.04 or 4.07 and the amount of any shortfall deposited in the Custodial Account in connection with the substitution of a Deleted Mortgage Loan pursuant to Section 2.03 or 2.04 during the related Prepayment Period; and

(3) the principal portion of all other unscheduled collections (other than Principal Prepayments in Full and Curtailments and amounts received in connection with a Cash Liquidation or REO Disposition of a Mortgage Loan described in Section 4.02(a)(ii)(B), including without limitation Insurance Proceeds, Liquidation Proceeds and REO Proceeds) received during the related Prepayment Period (or deemed to have been so received in accordance with Section 3.07(b))

to the extent applied by the Master Servicer as recoveries of principal of the related Mortgage Loan pursuant to Section 3.14;

(B) with respect to each Mortgage Loan for which a Cash Liquidation or a REO Disposition occurred during the related Prepayment Period (or was deemed to have occurred during such period in accordance with Section 3.07(b)) and did not result in any Excess Special Hazard Losses, Excess Fraud Losses, Excess Bankruptcy Losses or Extraordinary Losses, an amount equal to the lesser of (a) the Senior Percentage for such Distribution Date times the Stated Principal Balance of such Mortgage Loan and (b) the Senior Accelerated Distribution Percentage for such Distribution Date times the related unscheduled collections (including without limitation Insurance Proceeds, Liquidation Proceeds and REO Proceeds) to the extent applied by the Master Servicer as recoveries of principal of the related Mortgage Loan pursuant to Section 3.14;

(C) the Senior Accelerated Distribution Percentage for such Distribution Date times the aggregate of all Principal Prepayments in Full and Curtailments received in the related Prepayment Period;

(D) any Excess Subordinate Principal Amount for such Distribution Date;

(E) any amounts described in subsection (ii), clauses (A), (B) and (C) of this Section 4.02(a), as determined for any previous Distribution Date, which remain unpaid after application of amounts previously distributed pursuant to this clause (E) to the extent that such amounts are not attributable to Realized Losses which have been allocated to the Class M Certificates or Class B Certificates;

(iii) if the Certificate Principal Balances of the Class M Certificates and Class B Certificates have not been reduced to zero; to the Master Servicer or a Subservicer, by remitting for deposit to the Custodial Account, to the extent of and in reimbursement for any Advances or Subservicer Advances previously made with respect to any Mortgage Loan or REO Property which remain unreimbursed in whole or in part

following the Cash Liquidation or REO Disposition of such Mortgage Loan or REO Property, minus any such Advances that were made with respect to delinquencies that ultimately constituted Excess Special Hazard Losses, Excess Fraud Losses, Excess Bankruptcy Losses or Extraordinary Losses;

(iv) to the Holders of the Class M-1 Certificates, the Accrued Certificate Interest thereon for such Distribution Date, plus any Accrued Certificate Interest thereon remaining unpaid from any previous Distribution Date, except as provided below;

(v) to the Holders of the Class M-1 Certificates, an amount equal to the Subordinate Principal Distribution Amount for such Class of Certificates for such Distribution Date, applied in reduction of the Certificate Principal Balance of the Class M-1 Certificates;

(vi) to the Holders of the Class M-2 Certificates, the Accrued Certificate Interest thereon for such Distribution Date, plus any Accrued Certificate Interest thereon remaining unpaid from any previous Distribution Date, except as provided below;

(vii) to the Holders of the Class M-2 Certificates, an amount equal to the Subordinate Principal Distribution Amount for such Class of Certificates for such Distribution Date, applied in reduction of the Certificate Principal Balance of the Class M-2 Certificates;

(viii) to the Holders of the Class M-3 Certificates, the Accrued Certificate Interest thereon for such Distribution Date, plus any Accrued Certificate Interest thereon remaining unpaid from any previous Distribution Date, except as provided below;

(ix) to the Holders of the Class M-3 Certificates, an amount equal to the Subordinate Principal Distribution Amount for such Class of Certificates for such Distribution Date applied in reduction of the Certificate Principal Balance of

the Class M-3 Certificates;

(x) to the Holders of the Class B-1 Certificates, the Accrued Certificate Interest thereon for such Distribution Date, plus any Accrued Certificate Interest thereon remaining unpaid from any previous Distribution Date, except as provided below;

(xi) to the Holders of the Class B-1 Certificates, an amount equal to the Subordinate Principal Distribution Amount for such Class of Certificates for such Distribution Date applied in reduction of the Certificate Principal Balance of the Class B-1 Certificates;

(xii) to the Holders of the Class B-2 Certificates, the Accrued Certificate Interest thereon for such Distribution Date, plus any Accrued Certificate Interest thereon remaining unpaid from any previous Distribution Date, except as provided below;

(xiii) to the Holders of the Class B-2 Certificates, an amount equal to the Subordinate Principal Distribution Amount for such Class of Certificates for such Distribution Date applied in reduction of the Certificate Principal Balance of the Class B-2 Certificates;

(xiv) to the Holders of the Class B-3 Certificates, the Accrued Certificate Interest thereon for such Distribution Date, plus any Accrued Certificate Interest thereon remaining unpaid from any previous Distribution Date, except as provided below;

(xv) to the Holders of the Class B-3 Certificates, an amount equal to the Subordinate Principal Distribution Amount for such Class of Certificates for such Distribution Date applied in reduction of the Certificate Principal Balance of the Class B-3 Certificates;

(xvi) to the Class A Certificateholders (other than the Class A-5 and Class A-6 Certificateholders) and Class R Certificateholders in the priority set forth in

Section 4.02(b), the portion, if any, of the Available Distribution Amount remaining after the foregoing distributions, applied to reduce the Certificate Principal Balances of such Class A Certificates and Class R Certificates, but in no event more than the sum of the outstanding Certificate Principal Balances of the Class A Certificates (other than the Class A-5 and Class A-6 Certificates) and Class R Certificates and thereafter to each Class of Class M Certificates then outstanding beginning with such Class with the lowest numerical designation, any portion of the Available Distribution Amount remaining after the Class A Certificates (other than the Class A-5 and Class A-6 Certificates) and Class R Certificates have been retired, applied to reduce the Certificate Principal Balance of each such Class of Class M Certificates, but in no event more than the outstanding Certificate Principal Balance of each such Class of Class M Certificates; and thereafter to each such Class of Class B Certificates then outstanding beginning with such Class with the lowest numerical designation, any portion of the Available Distribution Amount remaining after the Class M Certificates have been retired, applied to reduce the Certificate Principal Balance of such Class of Class B Certificates, but in no event more than the outstanding Certificate Principal Balance of each such Class of Class B Certificates thereof; and

(xvii) to the Class R-I Certificateholders, the balance, if any, of the Available Distribution Amount.

Notwithstanding the foregoing, on any Distribution Date, with respect to the Class of Class B Certificates

outstanding on such Distribution Date with the highest numerical

designation, or in the event the Class B Certificates are no longer

outstanding, the Class of Class M Certificates then outstanding with the highest

numerical designation, or in the event the Class B

Certificates and

Class M Certificates are no longer outstanding, the Class A

and

Class R Certificates, Accrued Certificate Interest thereon remaining

unpaid from any previous Distribution Date will be

distributable

only to the extent that such unpaid Accrued Certificate Interest was

attributable to interest shortfalls relating to Nonrecoverable Advances as determined by the Master Servicer with respect to the related Mortgage Loan where such Mortgage Loan has not yet been the

subject of a Cash Liquidation or REO Disposition.

(b) Distributions of principal on the Class A Certificates (other than the Class A-5 and Class A-6 Certificates) and Class R Certificates on each Distribution Date occurring prior to the occurrence of the Credit Support Depletion Date will be made as follows:

(i) first, the Senior Principal Distribution Amount shall be distributed concurrently to the Class R-I Certificates and Class R-II Certificates, on a pro rata basis in proportion to their respective Certificate Principal Balances, until their respective Certificate Principal Balances have been reduced to zero; and

(ii) second, the balance, if any, of the Senior Principal Distribution Amount shall be distributed as follows:

(A) first, 88.6726331923% and 11.3273668077% of such balance concurrently to the Class A-1 Certificates and Class A-3 Certificates, respectively, until the Certificate Principal Balance of the Class A-1 Certificates has been reduced to zero;

(B) second, 88.6726800975% and 11.3273199025% of such balance concurrently to the Class A-2 Certificates and Class A-3 Certificates, respectively, until the Certificate Principal Balance of the Class A-2 Certificates has been reduced to zero;

(C) third, 9.9680412444% and 90.0319587556% of such balance concurrently to the Class A-3 Certificates and Class A-4 Certificates, respectively, until the

Certificate Principal Balance of the Class A-3
Certificates have been reduced to zero; and

(D) fourth, to the Class A-4 Certificates, until the
Certificate Principal Balances thereof has been reduced
to zero.

(c) On or after the occurrence of the Credit Support
Depletion Date, all priorities relating to distributions as
described above in respect of principal among the Class A
Certificates and Class R Certificates will be disregarded and an
amount equal to the Senior Principal Distribution Amount will be
distributed to the Class A Certificates and Class R Certificates
pro
rata in accordance with their respective outstanding Certificate
Principal Balances.

(d) In addition to the foregoing distributions, with respect
to any Mortgage Loan that was previously the subject of a Cash
Liquidation or an REO Disposition that resulted in a Realized
Loss,
in the event that within two years of the date on which such
Realized Loss was determined to have occurred the Master Servicer
receives amounts, which the Master Servicer reasonably believes
to
represent subsequent recoveries (net of any related liquidation
expenses), or determines that it holds surplus amounts previously
reserved to cover estimated expenses, specifically related to
such
Mortgage Loan (including, but not limited to, recoveries in
respect
of the representations and warranties made by the related Seller
pursuant to the applicable Seller's Agreement), the Master
Servicer
shall distribute such amounts to the applicable
Certificateholders
of the Class or Classes to which such Realized Loss was allocated
(with the amounts to be distributed allocated among such Classes
in
the same proportions as such Realized Loss was allocated),
subject
to the following. No such distribution shall be in an amount
that
would result in total distributions on the Certificates of any
such
Class in excess of the total amounts of principal and interest
that
would have been distributable thereon if such Cash Liquidation or
REO Disposition had occurred but had resulted in a Realized Loss
equal to zero. Notwithstanding the foregoing, no such
distribution

shall be made with respect to the Certificates of any Class to the extent that either (i) such Class was protected against the related Realized Loss pursuant to any instrument or fund established under Section 11.01(e) or (ii) such Class of Certificates has been deposited into a separate trust fund or other structuring vehicle and separate certificates or other instruments representing interests therein have been issued in one or more classes, and any of such separate certificates or other instruments was protected against the related Realized Loss pursuant to any limited guaranty, payment obligation, irrevocable letter of credit, surety bond, insurance policy or similar instrument or a reserve fund, or a combination thereof. Any amount to be so distributed with respect to the Certificates of any Class shall be distributed by the Master Servicer to the Certificateholders of record as of the Record Date immediately preceding the date of such distribution, on a pro rata basis based on the Percentage Interest represented by each Certificate of such Class as of such Record Date. Any amounts to be so distributed shall not be remitted to or distributed from the Trust Fund, and shall constitute subsequent recoveries with respect to Mortgage Loans that are no longer assets of the Trust Fund.

(e) Each distribution with respect to a Book-Entry Certificate shall be paid to the Depository, as Holder thereof, and the Depository shall be responsible for crediting the amount of such distribution to the accounts of its Depository Participants in accordance with its normal procedures. Each Depository Participant shall be responsible for disbursing such distribution to the Certificate Owners that it represents and to each indirect participating brokerage firm (a "brokerage firm" or "indirect participating firm") for which it acts as agent. Each brokerage firm shall be responsible for disbursing funds to the Certificate Owners that it represents. None of the Trustee, the Certificate Registrar, the Company or the Master Servicer shall have any responsibility therefor except as otherwise provided by this Agreement or applicable law.

(f) Except as otherwise provided in Section 9.01, if the

Master Servicer anticipates that a final distribution with respect to any Class of Certificates will be made on the next Distribution Date, the Master Servicer shall, no later than the Determination Date in the month of such final distribution, notify the Trustee and the Trustee shall, no later than two (2) Business Days after such Determination Date, mail on such date to each Holder of such Class of Certificates a notice to the effect that: (i) the Trustee anticipates that the final distribution with respect to such Class of Certificates will be made on such Distribution Date but only upon presentation and surrender of such Certificates at the office of the Trustee or as otherwise specified therein, and (ii) no interest shall accrue on such Certificates from and after the end of the prior calendar month. In the event that Certificateholders do not surrender their Certificates for final cancellation, the Trustee shall cause such funds to be withdrawn from the Certificate Account and credited to a separate escrow account for the benefit of such Certificateholders as provided in Section 9.01(d).

Section 4.03. Statements to Certificateholders.

(a) Concurrently with each distribution charged to the Certificate Account and with respect to each Distribution Date the Master Servicer shall forward to the Trustee and the Trustee shall forward by mail to each Holder, the Company and the Underwriter a statement setting forth the following information as to each Class of Certificates to the extent applicable:

(i) (a) the amount of such distribution to the Certificateholders of such Class applied to reduce the Certificate Principal Balance thereof, and (b) the aggregate amount included therein representing Principal Prepayments;

(ii) the amount of such distribution to the Certificateholders of such Class allocable to interest;

(iii) if the distribution to the Certificateholders of such Class is less than the full amount that would be distributable to such Certificateholders if there were

sufficient funds available therefor, the amount of the shortfall;

(iv) the amount of any Advance by the Master Servicer pursuant to Section 4.04;

(v) the number and Pool Stated Principal Balance of the Mortgage Loans after giving effect to the distribution of principal on such Distribution Date;

(vi) the aggregate Certificate Principal Balance of each Class of Certificates, and each of the Senior, Class M-1, Class M-2, Class M-3, Class B-1, Class B-2 and Class B-3 Percentages, after giving effect to the amounts distributed on such Distribution Date, separately identifying any reduction thereof due to Realized Losses other than pursuant to an actual distribution of principal;

(vii) the related Subordinate Principal Distribution Amount and Prepayment Distribution Percentage, if applicable;

(viii) on the basis of the most recent reports furnished to it by Subservicers, the number and aggregate principal balances of Mortgage Loans that are delinquent (A) one month, (B) two months and (C) three months and the number and aggregate principal balance of Mortgage Loans that are in foreclosure;

(ix) the number, aggregate principal balance and book value of any REO Properties;

(x) the aggregate Accrued Certificate Interest remaining unpaid, if any, for each Class of Certificates, after giving effect to the distribution made on such Distribution Date;

(xi) the Special Hazard Amount, Fraud Loss Amount and Bankruptcy Amount as of the close of business on such Distribution Date and a description of any change in the calculation of such amounts;

(xii) the Pass-Through Rate on the Class A-6 Certificates for such Distribution Date;

(xiii) the occurrence of the Credit Support Depletion Date;

(xiv) the Senior Accelerated Distribution Percentage applicable to such distribution;

- (xv) the Senior Percentage for such Distribution Date;
- (xvi) the aggregate amount of Realized Losses for such Distribution Date;
- (xvii) the aggregate amount of any recoveries on previously foreclosed loans from Sellers due to a breach of representation or warranty;
- (xviii) the weighted average remaining term to maturity of the Mortgage Loans after giving effect to the amounts distributed on such Distribution Date; and
- (xix) the weighted average Mortgage Rates of the Mortgage Loans after giving effect to the amounts distributed on such Distribution Date.

In the case of information furnished pursuant to clauses (i) and (ii) above, the amounts shall be expressed as a dollar amount per Certificate with a \$1,000 denomination. In addition to the statement provided to the Trustee as set forth in this Section 4.03(a), the Master Servicer shall provide to any manager of a trust fund consisting of some or all of the Certificates, upon reasonable request, such additional information as is reasonably obtainable by the Master Servicer at no additional expense to the Master Servicer.

(b) Within a reasonable period of time after the end of each calendar year, the Master Servicer shall prepare, or cause to be prepared, and the Trustee shall forward, or cause to be forwarded, to each Person who at any time during the calendar year was the Holder of a Certificate, other than a Class R Certificate, a statement containing the information set forth in clauses (i) and (ii) of subsection (a) above aggregated for such calendar year or applicable portion thereof during which such Person was a Certificateholder. Such obligation of the Master Servicer and Trustee shall be deemed to have been satisfied to the extent that substantially comparable information shall be provided by the Master Servicer and Trustee pursuant to any requirements of the Code.

(c) Within a reasonable period of time after the end of each calendar year, the Master Servicer shall prepare, or

cause
to be prepared, and the Trustee shall forward, or cause to be
forwarded, to each Person who at any time during the calendar
year
was the Holder of a Class R Certificate, a statement containing
the
applicable distribution information provided pursuant to this
Section 4.03 aggregated for such calendar year or applicable
portion
thereof during which such Person was the Holder of a Class R
Certificate. Such obligation of the Master Servicer and Trustee
shall be deemed to have been satisfied to the extent that
substantially comparable information shall be provided by the
Master
Servicer and Trustee pursuant to any requirements of the Code.

(d) Upon the written request of any Certificateholder,
the Master Servicer, as soon as reasonably practicable, shall
provide the requesting Certificateholder with such information as
is
necessary and appropriate, in the Master Servicer's sole
discretion,
for purposes of satisfying applicable reporting requirements
under
Rule 144A.

Section 4.04. Distribution of Reports to the
Trustee and the Company; Advances by
the Master Servicer.

(a) Prior to the close of business on the Business Day
next succeeding each Determination Date, the Master Servicer
shall
furnish a written statement to the Trustee, any Paying Agent and
the
Company (the information in such statement to be made available
to
Certificateholders by the Master Servicer on request) setting
forth
(i) the Available Distribution Amount and (ii) the amounts
required
to be withdrawn from the Custodial Account and deposited into the
Certificate Account on the immediately succeeding Certificate
Account Deposit Date pursuant to clause (iii) of Section 4.01(a).

The determination by the Master Servicer of such amounts shall,
in
the absence of obvious error, be presumptively deemed to be
correct
for all purposes hereunder and the Trustee shall be protected in
relying upon the same without any independent check or

verification.

(b) On or before 2:00 P.M. New York time on each Certificate Account Deposit Date, the Master Servicer shall either

(i) deposit in the Certificate Account from its own funds, or funds received therefor from the Subservicers, an amount equal to the Advances to be made by the Master Servicer in respect of the related Distribution Date, which shall be in an aggregate amount equal to the aggregate amount of Monthly Payments (with each interest portion thereof adjusted to the Net Mortgage Rate), less the amount of any related Debt Service Reductions or reductions in the amount of interest collectable from the Mortgagor pursuant to the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, or similar legislation or regulations then in effect, on the Outstanding Mortgage Loans as of the related Due Date, which Monthly Payments were delinquent as of the close of business as of the related Determination Date; provided that no Advance shall be made if it would be a Nonrecoverable Advance, (ii) withdraw from amounts on deposit in the Custodial Account and deposit in the Certificate Account all or a portion of the Amount Held for Future Distribution in discharge of any such Advance, or (iii) make advances in the form of any combination of (i) and (ii) aggregating the amount of such Advance. Any portion of the Amount Held for Future Distribution so used shall be replaced by the Master Servicer by deposit in the Certificate Account on or before 11:00 A.M. New York time on any future Certificate Account Deposit Date to the extent that funds attributable to the Mortgage Loans that are available in the Custodial Account for deposit in the Certificate Account on such Certificate Account Deposit Date shall be less than payments to Certificateholders required to be made on the following Distribution Date. The Master Servicer shall be entitled to use any Advance made by a Subservicer as described in Section 3.07(b) that has been deposited in the Custodial Account on or before such Distribution Date as part of the Advance made by the Master Servicer pursuant to this Section 4.04. The amount of any reimbursement pursuant to Section 4.02(a)(iii) in respect of outstanding Advances on any Distribution Date shall be allocated to specific Monthly Payments due but delinquent for previous Due Periods, which allocation shall be made, to the extent practicable, to Monthly Payments which

have been delinquent for the longest period of time. Such allocations shall be conclusive for purposes of reimbursement to the Master Servicer from recoveries on related Mortgage Loans pursuant to Section 3.10.

The determination by the Master Servicer that it has made a Nonrecoverable Advance or that any proposed Advance, if made, would constitute a Nonrecoverable Advance, shall be evidenced by a certificate of a Servicing Officer delivered to the Seller and the Trustee.

In the event that the Master Servicer determines as of the Business Day preceding any Certificate Account Deposit Date that it will be unable to deposit in the Certificate Account an amount equal to the Advance required to be made for the immediately succeeding Distribution Date, it shall give notice to the Trustee of its inability to advance (such notice may be given by telecopy), not later than 3:00 P.M., New York time, on such Business Day, specifying the portion of such amount that it will be unable to deposit. Not later than 3:00 P.M., New York time, on the Certificate Account Deposit Date the Trustee shall, unless by 12:00 Noon, New York time, on such day the Trustee shall have been notified in writing (by telecopy) that the Master Servicer shall have directly or indirectly deposited in the Certificate Account such portion of the amount of the Advance as to which the Master Servicer shall have given notice pursuant to the preceding sentence, pursuant to Section 7.01, (a) terminate all of the rights and obligations of the Master Servicer under this Agreement in accordance with Section 7.01 and (b) assume the rights and obligations of the Master Servicer hereunder, including the obligation to deposit in the Certificate Account an amount equal to the Advance for the immediately succeeding Distribution Date.

The Trustee shall deposit all funds it receives pursuant to this Section 4.04 into the Certificate Account.

Section 4.05. Allocation of Realized Losses.

Prior to each Distribution Date, the Master Servicer shall determine the total amount of Realized Losses, if any, that resulted from any Cash Liquidation, Debt Service Reduction,

Deficient Valuation or REO Disposition that occurred during the related Prepayment Period. The amount of each Realized Loss shall be evidenced by an Officers' Certificate. All Realized Losses, other than Excess Special Hazard Losses, Excess Bankruptcy Losses, Excess Fraud Losses or Extraordinary Losses shall be allocated as follows: first, to the Class B-3 Certificates until the Certificate Principal Balance thereof has been reduced to zero; second, to the Class B-2 Certificates until the Certificate Principal Balance thereof has been reduced to zero; third, to the Class B-1 Certificates until the Certificate Principal Balance thereof has been reduced to zero; fourth, to the Class M-3 Certificates until the Certificate Principal Balance thereof has been reduced to zero; fifth, to the Class M-2 Certificates until the Certificate Principal Balance thereof has been reduced to zero; sixth, to the Class M-1 Certificates until the Certificate Principal Balance thereof has been reduced to zero; and, thereafter, to the Class A Certificates and Class R Certificates on a pro rata basis, as described below.

Any Excess Special Hazard Losses, Excess Bankruptcy Losses, Excess Fraud Losses and Extraordinary Losses will be allocated among the Class A, Class M, Class B and Class R Certificates on a pro rata basis, as described below.

As used herein, an allocation of a Realized Loss on a "pro rata basis" among two or more specified Classes of Certificates means an allocation on a pro rata basis, among the various Classes so specified, to each such Class of Certificates on the basis of their then outstanding Certificate Principal Balances prior to giving effect to distributions to be made on such Distribution Date in the case of the principal portion of a Realized Loss or based on the Accrued Certificate Interest thereon (without regard to any Compensating Interest for such Distribution Date) in the case of an interest portion of a Realized Loss. Except as provided in the following sentence, any allocation of the principal portion of Realized Losses (other than Debt Service Reductions) to a Class of Certificates shall be made by reducing the Certificate Principal Balance thereof by the amount so allocated, which allocation

shall
be deemed to have occurred on such Distribution Date. Any
allocation of the principal portion of Realized Losses (other
than
Debt Service Reductions) to the Class of Class B Certificates
then
outstanding with the highest numerical designation or, after the
Certificate Principal Balances of the Class B Certificates have
been
reduced to zero, to the Class of Class M Certificates then
outstanding with the highest numerical designation shall be made
by
operation of the definition of "Certificate Principal Balance"
and
by operation of the provisions of Section 4.02(a). Allocations
of
the interest portions of Realized Losses shall be made by
operation
of the definition of "Accrued Certificate Interest" and by
operation
of the provisions of Section 4.02(a). Allocations of the
principal
portion of Debt Service Reductions shall be made by operation of
the
provisions of Section 4.02(a). All Realized Losses and all other
losses allocated to a Class of Certificates hereunder will be
allocated among the Certificates of such Class in proportion to
the
Percentage Interests evidenced thereby.

Section 4.06. Reports of Foreclosures and
Abandonment of Mortgaged Property.

The Master Servicer or the Subservicers shall file
information returns with respect to the receipt of mortgage
interests received in a trade or business, the reports of
foreclosures and abandonments of any Mortgaged Property and the
information returns relating to cancellation of indebtedness
income
with respect to any Mortgaged Property required by Sections
6050H,
6050J and 6050P, respectively, of the Code, and deliver to the
Trustee an Officers' Certificate stating that such reports have
been
filed. Such reports shall be in form and substance sufficient to
meet the reporting requirements imposed by Sections 6050H, 6050J
and
6050P of the Code.

Section 4.07. Optional Purchase of Defaulted
Mortgage Loans.

As to any Mortgage Loan which is delinquent in payment by 90 days or more, the Master Servicer may, at its option, purchase such Mortgage Loan from the Trustee at the Purchase Price therefor.

If at any time the Master Servicer makes a payment to the Certificate Account covering the amount of the Purchase Price for such a Mortgage Loan, and the Master Servicer provides to the Trustee a certification signed by a Servicing Officer stating that

the amount of such payment has been deposited in the Certificate Account, then the Trustee shall execute the assignment of such Mortgage Loan at the request of the Master Servicer without recourse

to the Master Servicer which shall succeed to all the Trustee's right, title and interest in and to such Mortgage Loan, and all security and documents relative thereto. Such assignment shall be

an assignment outright and not for security. The Master Servicer will thereupon own such Mortgage Loan, and all such security and documents, free of any further obligation to the Trustee or the Certificateholders with respect thereto.

Section 4.08. Distributions on the Uncertificated
REMIC I and REMIC II Regular
Interests.

(a) On each Distribution Date the Trustee shall be deemed to distribute to itself, as the holder of the Uncertificated REMIC I Regular Interests, the Uncertificated REMIC I Regular Interest Distribution Amounts in the following order of priority to the extent of the Available Distribution Amount reduced by distributions made to the Class R-I Certificates pursuant to Section 4.02(a):

(i) Uncertificated Accrued Interest on the Uncertificated REMIC I Regular Interests for such Distribution Date, plus any Uncertificated Accrued Interest thereon remaining unpaid from any previous Distribution Date; and

(ii) In accordance with the priority set forth in Section 4.08(b), an amount equal to the sum of the amounts in respect of principal distributable on the Class A-1, Class A-2, Class A-3, Class A-4, Class M-1, Class M-2, Class M-3, Class B-1, Class B-2, Class B-3 and Class R-II Certificates under Section 4.02(a), as allocated thereto pursuant to

Section 4.02(a), (b) and (c).

(b) The amount described in Section 4.08(a)(ii) shall be deemed distributed to (i) Uncertificated REMIC I Regular Interest X and (ii) Uncertificated REMIC I Regular Interest Y, respectively, with the amount to be distributed allocated among such interests in accordance with the priority assigned to the (i) Class A-1 Certificates and (ii) Class A-2, Class A-3, Class A-4, Class M-1, Class M-2, Class M-3, Class B-1, Class B-2, Class B-3 and Class R-II Certificates, respectively, under Section 4.02(a) until the Uncertificated Principal Balance of each such interest is reduced to zero.

(c) The portion of the Uncertificated REMIC I Regular Interest Distribution Amounts described in Section 4.08(a)(ii) shall be deemed distributed by REMIC I to REMIC II in accordance with the priority assigned to the REMIC II Certificates relative to that assigned to the REMIC I Certificates under Section 4.02(a), (b) and (c).

(d) In determining from time to time the Uncertificated REMIC I Regular Interest X Distribution Amount, Uncertificated REMIC I Regular Interest Y Distribution Amount, Uncertificated REMIC I Regular Interests Z Distribution Amounts and Uncertificated REMIC II Regular Interest Distribution Amounts, Realized Losses allocated to the Class A-1 Certificates and Class A-5 Certificates under Section 4.05 shall be deemed allocated to Uncertificated REMIC I Regular Interest X; Realized Losses allocated to the Class A-2, Class A-3, Class A-4, Class M-1, Class M-2, Class M-3, Class B-1, Class B-2, Class B-3 and Class R-II Certificates under Section 4.05 shall be deemed allocated to Uncertificated REMIC I Regular Interest Y; and Realized Losses allocated to the Class A-6 Certificates under Section 4.05 with respect to any Mortgage Loan shall be deemed allocated to the related Uncertificated REMIC I Regular Interest Z and to the related Uncertificated REMIC II Regular Interest.

(e) On each Distribution Date the Trustee shall be deemed to distribute from REMIC II, in the priority set forth in Sections 4.02(a), (b) and (c), to the Class A-1, Class A-2, Class A-3, Class A-4, Class A-5, Uncertificated REMIC II Regular Interests, Class M-1, Class M-2, Class M-3, Class B-1, Class B-2, Class B-3 and Class R-II Certificates the amounts distributable thereon, from the Uncertificated REMIC I Regular Interest Distribution Amounts deemed to have been received by REMIC II from REMIC I under this Section 4.08. The amount deemed distributable hereunder with respect to the Class A-6 Certificates shall equal 100% of the amounts payable with respect to the Uncertificated REMIC II Regular Interests.

(f) Notwithstanding the deemed distributions on the Uncertificated REMIC I Regular Interests and Uncertificated REMIC II Regular Interests described in this Section 4.08, distributions of funds from the Certificate Account shall be made only in accordance with Section 4.02.

ARTICLE V

THE CERTIFICATES

Section 5.01. The Certificates.

(a) The Class A, Class M, Class B and Class R Certificates, respectively, shall be substantially in the forms set forth in Exhibits A, B, C and D and shall, on original issue, be executed and delivered by the Trustee to the Certificate Registrar for authentication and delivery to or upon the order of the Company upon receipt by the Trustee or one or more Custodians of the documents specified in Section 2.01. The Certificates, other than the Class A-5, Class A-6 and Class R Certificates, shall be issuable in minimum dollar denominations of \$25,000 (or \$250,000 in the case of the Class M-2, Class M-3 and Class B Certificates) and integral

multiples of \$1 (or \$1,000 in the case of the Class M-1, Class M-2, Class M-3 and Class B Certificates) in excess thereof, except that one Certificate of the Class M-1, Class B-2 and Class B-3 Certificates may be issued in a denomination equal to the denomination set forth as follows for such Class or the sum of such denomination and an integral multiple of \$1,000:

Class M-1:	\$ 34,400.00
Class B-3:	\$260,571.55
Class B-2:	\$408,600.00

The Class A-5, Class A-6 and Class R Certificates shall be issuable in minimum denominations of not less than a 20% Percentage Interest; provided, however, that one Class R-I and one Class R-II Certificate will be issuable to Residential Funding as "tax matters person" pursuant to Section 10.01(c) in a minimum denomination representing a Percentage Interest of not less than 0.01%.

The Certificates shall be executed by manual or facsimile signature on behalf of an authorized officer of the Trustee. Certificates bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the Trustee shall bind the Trustee, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Certificate or did not hold such offices at the date of such Certificates. No Certificate shall be entitled to any benefit under this Agreement, or be valid for any purpose, unless there appears on such Certificate a certificate of authentication substantially in the form provided for herein executed by the Certificate Registrar by manual signature, and such certificate upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly authenticated and delivered hereunder. All Certificates shall be dated the date of their authentication.

(b) The Class A-1, Class A-2, Class A-3 and Class A-4 Certificates shall initially be issued as one or more

Certificates

registered in the name of the Depository or its nominee and, except as provided below, registration of such Certificates may not be transferred by the Trustee except to another Depository that agrees to hold such Certificates for the respective Certificate Owners with Ownership Interests therein. The Certificate Owners shall hold their respective Ownership Interests in and to the Class A-1, Class A-2, Class A-3 and Class A-4 Certificates through the book-entry facilities of the Depository and, except as provided below, shall not be entitled to Definitive Certificates in respect of such Ownership Interests. All transfers by Certificate Owners of their respective Ownership Interests in the Book-Entry Certificates shall be made in accordance with the procedures established by the Depository Participant or brokerage firm representing such Certificate Owner. Each Depository Participant shall transfer the Ownership Interests only in the Book-Entry Certificates of Certificate Owners it represents or of brokerage firms for which it acts as agent in accordance with the Depository's normal procedures.

The Trustee, the Master Servicer and the Company may for all purposes (including the making of payments due on the respective Classes of Book-Entry Certificates) deal with the Depository as the authorized representative of the Certificate Owners with respect to the respective Classes of Book-Entry Certificates for the purposes of exercising the rights of Certificateholders hereunder. The rights of Certificate Owners with respect to the respective Classes of Book-Entry Certificates shall be limited to those established by law and agreements between such Certificate Owners and the Depository Participants and brokerage firms representing such Certificate Owners. Multiple requests and directions from, and votes of, the Depository as Holder of any Class of Book-Entry Certificates with respect to any particular matter shall not be deemed inconsistent if they are made with respect to different Certificate Owners. The Trustee may establish a reasonable record date in connection with solicitations of consents from or voting

by
Certificateholders and shall give notice to the Depository of
such
record date.

If (i) (A) the Company advises the Trustee in writing that the Depository is no longer willing or able to properly discharge its responsibilities as Depository and (B) the Company is unable to locate a qualified successor or (ii) the Company at its option advises the Trustee in writing that it elects to terminate the book-entry system through the Depository, the Trustee shall notify all Certificate Owners, through the Depository, of the occurrence of any such event and of the availability of Definitive Certificates to Certificate Owners requesting the same. Upon surrender to the Trustee of the Book-Entry Certificates by the Depository, accompanied by registration instructions from the Depository for registration of transfer, the Trustee shall issue the Definitive Certificates. Such Definitive Certificates will be issued in minimum denominations of \$25,000, except that any beneficial ownership interest that was represented by a Book-Entry Certificate in an amount less than \$25,000 immediately prior to the issuance of a Definitive Certificate shall be issued in a minimum denomination equal to the amount represented by such beneficial ownership interest. Neither the Company, the Master Servicer nor the Trustee shall be liable for any actions taken by the Depository or its nominee, including, without limitation, any delay in delivery of such instructions and may conclusively rely on, and shall be protected in relying on, such instructions. Upon the issuance of Definitive Certificates all references herein to obligations imposed upon or to be performed by the Company in connection with the issuance of the Definitive Certificates pursuant to this Section 5.01 shall be deemed to be imposed upon and performed by the Trustee, and the Trustee and the Master Servicer shall recognize the Holders of the Definitive Certificates as Certificateholders hereunder.

Section 5.02. Registration of Transfer and Exchange
of Certificates.

(a) The Trustee shall cause to be kept at one of the offices or agencies to be appointed by the Trustee in accordance with the provisions of Section 8.12 a Certificate Register in

which,
subject to such reasonable regulations as it may prescribe, the Trustee shall provide for the registration of Certificates and of transfers and exchanges of Certificates as herein provided. The Trustee is initially appointed Certificate Registrar for the purpose of registering Certificates and transfers and exchanges of Certificates as herein provided. The Certificate Registrar, or the Trustee, shall provide the Master Servicer with a certified list of Certificateholders as of each Record Date prior to the related Determination Date.

(b) Upon surrender for registration of transfer of any Certificate at any office or agency of the Trustee maintained for such purpose pursuant to Section 8.12 and, in the case of any Class M, Class B or Class R Certificate, upon satisfaction of the conditions set forth below, the Trustee shall execute and the Certificate Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Certificates of a like Class and aggregate Percentage Interest.

(c) At the option of the Certificateholders, Certificates may be exchanged for other Certificates of authorized denominations of a like Class and aggregate Percentage Interest, upon surrender of the Certificates to be exchanged at any such office or agency. Whenever any Certificates are so surrendered for exchange the Trustee shall execute and the Certificate Registrar shall authenticate and deliver the Certificates of such Class which the Certificateholder making the exchange is entitled to receive.

Every Certificate presented or surrendered for transfer or exchange shall (if so required by the Trustee or the Certificate Registrar) be duly endorsed by, or be accompanied by a written instrument of transfer in form satisfactory to the Trustee and the Certificate Registrar duly executed by, the Holder thereof or his attorney duly authorized in writing.

(d) No transfer, sale, pledge or other disposition of a Class B Certificate shall be made unless such transfer, sale, pledge or other disposition 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. Except as otherwise provided in this Section 5.02(d),

in the event that a transfer of a Class B Certificate is to be made

(i) unless the Company directs the Trustee otherwise, the Trustee shall require a written Opinion of Counsel acceptable to and in form

and substance satisfactory to the Trustee and the Company 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, the Company or the

Master Servicer, and (ii) the Trustee shall require the transferee

to execute a representation letter, substantially in the form of Exhibit J hereto, and the Trustee shall require the transferor to execute a representation letter, substantially in the form of Exhibit K hereto, each acceptable to and in form and substance satisfactory to the Company and the Trustee certifying to the Company and the Trustee the facts surrounding such transfer, which

representation letters shall not be an expense of the Trustee, the

Company or the Master Servicer. In lieu of the requirements set forth in the preceding sentence, transfers of Class B Certificates

may be made in accordance with this Section 5.02(d) if the prospective transferee of such a Certificate provides the Trustee and the Master Servicer with an investment letter substantially in

the form of Exhibit L attached hereto, which investment letter shall

not be an expense of the Trustee, the Company, or the Master Servicer, and which investment letter states that, among other things, such transferee (i) 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 (ii) is aware that the proposed transferror intends to rely on the exemption from registration requirements under the 1933

Act provided by Rule 144A. The Holder of a Class B Certificate desiring to effect any transfer, sale, pledge or other disposition

shall, and does hereby agree to, indemnify the Trustee, the

Company,
the Master Servicer and the Certificate Registrar against any liability that may result if the transfer, sale, pledge or other disposition is not so exempt or is not made in accordance with such federal and state laws and this Agreement.

(e) In the case of any Class M, Class B or Class R Certificate presented for registration in the name of 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 Code (or comparable provisions of any subsequent enactments), an investment manager, a named fiduciary or a trustee of any such plan or any other Person who is using "plan assets" of any plan to effect such acquisition, unless otherwise directed by the Company, the Trustee shall require an Opinion of Counsel acceptable to and in form and substance satisfactory to the Trustee, the Company and the Master Servicer to the effect that the purchase or holding of a Class M, Class B or Class R Certificate is permissible under applicable law, will not constitute or result in any non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, and will not subject the Trustee, the Company or the Master 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 Agreement or any other liability, which Opinion of Counsel shall not be an expense of the Trustee, the Company or the Master Servicer. The Trustee may require that any prospective transferee of a Class M, Class B or Class R Certificate provide such certifications as the Trustee may deem desirable or necessary in order to establish that such transferee or the Person in whose name such registration is requested is not an employee benefit plan or other plan subject to the prohibited transaction provisions of ERISA or Section 4975 of the Code, an investment manager, a named fiduciary or a trustee of any such plan, or any other Person who is using "plan assets" of any such plan to effect such acquisition.

(f) (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 Trustee 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 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 Trustee 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 I-1) from the proposed Transferee, in form and substance satisfactory to the Master Servicer, representing and warranting, among other things, that it is a United States Person and 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 5.02(f) and agrees to be bound by them, and (II) a certificate, in the form attached hereto as Exhibit I-2, from the Holder wishing to transfer the Class R Certificate, in form and substance satisfactory to the Master 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 Trustee who is assigned to this Agreement has actual knowledge that the proposed Transferee is not a United States Person or 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 Trustee in the form attached hereto as Exhibit I-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 Trustee 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 Trustee will register the Transfer of any Class R Certificate only if it shall have received the Transfer Affidavit and Agreement, a certificate of the Holder requesting such transfer in the form attached hereto as Exhibit I-2 and all of such other documents as shall have been reasonably required by the Trustee as a condition to such registration. Transfers of the Class R Certificates to Non-United States Persons and "Disqualified Organizations" (as defined in Section 860E(c) (5) of the Code) are prohibited.

(iii) (A) If any "Disqualified Organization" (as defined in Section 860E(c) (5) of the Code) 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 Holder 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 Holder 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 Holder thereof retroactive to the date of registration of such Transfer of such Class R Certificate. The Trustee 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 5.02(f) 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 Holder of a Class R Certificate in violation of the restrictions in this Section 5.02(f) and to the extent that the retroactive restoration of the rights of the Holder of such Class R Certificate as described in clause (iii)(A) above shall be invalid, illegal or unenforceable, then the Master 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 Master Servicer on such terms as the Master Servicer may choose. Such purported Transferee shall promptly endorse and deliver each Class R Certificate in accordance with the instructions of the Master Servicer. Such purchaser may be the Master Servicer itself or any Affiliate of the Master Servicer. The proceeds of such sale, net of the commissions (which may include commissions payable to the Master Servicer or its Affiliates), expenses and taxes due, if any, will be remitted by the Master 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 Master Servicer, and the Master 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 Master Servicer, on behalf of the Trustee, shall make available, upon written request from the Trustee, 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 Certificate 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 Master Servicer from such Person.

(v) The provisions of this Section 5.02(f) set forth prior to this clause (v) may be modified, added to or eliminated, provided that there shall have been delivered to the 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 Class A, Class M, Class B or Class R Certificates below the lower of the then-current rating or the rating assigned to such Certificates as of the Closing Date by such Rating Agency; and

(B) a certificate of the Master Servicer stating that the Master Servicer has received an Opinion of Counsel, in form and substance satisfactory to the Master Servicer, to the effect that such modification, addition to or absence of such provisions will not cause REMIC I or REMIC II to cease to qualify as a REMIC and will not cause (x) REMIC I or REMIC II 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 United States Person and a Permitted Transferee.

(h) No service charge shall be made for any transfer or exchange of Certificates of any Class, but the Trustee 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.

(i) All Certificates surrendered for transfer and exchange shall be destroyed by the Certificate Registrar.

Section 5.03. Mutilated, Destroyed, Lost or Stolen Certificates.

If (i) any mutilated Certificate is surrendered to the Certificate Registrar, or the Trustee and the Certificate Registrar receive evidence to their satisfaction of the destruction, loss or theft of any Certificate, and (ii) there is delivered to the Trustee and the Certificate Registrar such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Trustee or the Certificate Registrar that such Certificate has been acquired by a bona fide purchaser, the Trustee shall execute and the Certificate Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Certificate, a new Certificate of like tenor, Class and Percentage Interest but 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 and any other expenses (including the fees and expenses of the Trustee and the Certificate Registrar) connected therewith. Any duplicate Certificate issued pursuant to this Section shall constitute complete and indefeasible evidence of ownership in the Trust Fund, as if originally issued, whether or not the lost, stolen or destroyed Certificate shall be found at any time.

Section 5.04. Persons Deemed Owners.

Prior to due presentation of a Certificate for registration of transfer, the Company, the Master Servicer, the Trustee, the Certificate Registrar and any agent of the Company, the Master Servicer, the Trustee or the Certificate Registrar may treat the Person in whose name any Certificate is registered as the owner of such Certificate for the purpose of receiving distributions pursuant to Section 4.02 and for all other purposes whatsoever, and neither the Company, the Master Servicer, the Trustee, the Certificate Registrar nor any agent of the Company, the Master Servicer, the Trustee or the Certificate Registrar shall be affected by notice to the contrary except as provided in Section 5.02(f).

Section 5.05. Appointment of Paying Agent.

The Trustee may appoint a Paying Agent for the purpose of making distributions to Certificateholders pursuant to Section 4.02. In the event of any such appointment, on or prior to each Distribution Date the Master Servicer on behalf of the Trustee shall deposit or cause to be deposited with the Paying Agent a sum sufficient to make the payments to Certificateholders in the amounts and in the manner provided for in Section 4.02, such sum to be held in trust for the benefit of Certificateholders.

The Trustee shall cause each Paying Agent to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee that such Paying Agent will hold all sums held by it for the payment to Certificateholders in trust for the benefit of the Certificateholders entitled thereto until such sums shall be paid to such Certificateholders. Any sums so held by such Paying Agent shall be held only in Eligible Accounts to the extent such sums are not distributed to the Certificateholders on the date of receipt by such Paying Agent.

Section 5.06. Optional Purchase of Certificates.

(a) On any Distribution Date on which the Pool Stated Principal Balance is less than ten percent of the Cut-off Date Principal Balance of the Mortgage Loans, either the Master Servicer or the Company shall have the right, at its option, to purchase the

Certificates in whole, but not in part, at a price equal to the outstanding Certificate Principal Balance of such Certificates plus the sum of one month's Accrued Certificate Interest thereon and any previously unpaid Accrued Certificate Interest.

(b) The Master Servicer or the Company, as applicable, shall give the Trustee not less than 60 days' prior notice of the Distribution Date on which the Master Servicer or the Company, as applicable, anticipates that it will purchase the Certificates pursuant to Section 5.06(a). Notice of any such purchase, specifying the Distribution Date upon which the Holders may surrender their Certificates to the Trustee for payment in accordance with this Section 5.06, shall be given promptly by the Master Servicer or the Company, as applicable, by letter to Certificateholders (with a copy to the Certificate Registrar and each Rating Agency) mailed not earlier than the 15th day and not later than the 25th day of the month next preceding the month of such final distribution, specifying:

(i) the Distribution Date upon which purchase of the Certificates is anticipated to be made upon presentation and surrender of such Certificates at the office or agency of the Trustee therein designated,

(ii) the purchase price therefor, if known, and

(iii) that the Record Date otherwise applicable to such Distribution Date is not applicable, payments being made only upon presentation and surrender of the Certificates at the office or agency of the Trustee therein specified.

If either the Master Servicer or the Company gives the notice specified above, the Master Servicer or the Company, as applicable, shall deposit in the Certificate Account before the Distribution Date on which the purchase pursuant to Section 5.06(a) is to be made, in immediately available funds, an amount equal to the purchase price for the Certificates computed as provided above.

(c) Upon presentation and surrender of the Certificates to be purchased pursuant to Section 5.06(a) by the Holders thereof, the Trustee shall distribute to such Holders an amount equal to the outstanding Certificate Principal Balance thereof plus the sum of one month's Accrued Certificate Interest thereon and any previously unpaid Accrued Certificate Interest with respect thereto.

(d) In the event that any Certificateholders do not surrender their Certificates on or before the Distribution Date on which a purchase pursuant to this Section 5.06 is to be made, the Trustee shall on such date cause all funds in the Certificate Account deposited therein by the Master Servicer or the Company, as applicable, pursuant to Section 5.06(b) to be withdrawn therefrom and deposited in a separate escrow account for the benefit of such Certificateholders, and the Master Servicer or the Company, as applicable, shall give a second written notice to such Certificateholders to surrender their Certificates for payment of the purchase price therefor. If within six months after the second notice any Certificate shall not have been surrendered for cancellation, the Trustee shall take appropriate steps as directed by the Master Servicer or the Company, as applicable, to contact the Holders of such Certificates concerning surrender of their Certificates. The costs and expenses of maintaining the escrow account and of contacting Certificateholders shall be paid out of the assets which remain in the escrow account. If within nine months after the second notice any Certificates shall not have been surrendered for cancellation in accordance with this Section 5.06, the Trustee shall pay to the Master Servicer or the Company, as applicable, all amounts distributable to the Holders thereof and the Master Servicer or the Company, as applicable, shall thereafter hold such amounts until distributed to such Holders. No interest shall accrue or be payable to any Certificateholder on any amount held in the escrow account or by the Master Servicer or the Company, as applicable, as a result of such Certificateholder's failure to surrender its Certificate(s) for payment in accordance with this Section 5.06. Any Certificate that is not surrendered on the Distribution Date on which a purchase pursuant to this Section 5.06 occurs as provided above will be deemed to have been purchased and the Holder as of such date will have no rights with respect thereto except to receive the purchase price therefor minus any costs and expenses associated with such escrow account and notices allocated thereto. Any Certificates so purchased or deemed to have been

purchased on such Distribution Date shall remain outstanding hereunder. The Master Servicer or the Company, as applicable, shall be for all purposes the Holder thereof as of such date.

ARTICLE VI

THE COMPANY AND THE MASTER SERVICER

Section 6.01. Respective Liabilities of the Company and the Master Servicer.

The Company and the Master Servicer shall each be liable in accordance herewith only to the extent of the obligations specifically and respectively imposed upon and undertaken by the Company and the Master Servicer herein. By way of illustration and not limitation, the Company is not liable for the servicing and administration of the Mortgage Loans, nor is it obligated by Section 7.01 or Section 10.01 to assume any obligations of the Master Servicer or to appoint a designee to assume such obligations, nor is it liable for any other obligation hereunder that it may, but is not obligated to, assume unless it elects to assume such obligation in accordance herewith.

Section 6.02. Merger or Consolidation of the Company or the Master Servicer; Assignment of Rights and Delegation of Duties by Master Servicer.

(a) The Company and the Master Servicer will each keep in full effect its existence, rights and franchises as a corporation under the laws of the state of its incorporation, and will each obtain and preserve its qualification to do business as a foreign corporation in each jurisdiction in which such qualification is or shall be necessary to protect the validity and enforceability of this Agreement, the Certificates or any of the Mortgage Loans and to perform its respective duties under this Agreement.

(b) Any Person into which the Company or the Master Servicer may be merged or consolidated, or any corporation resulting from any merger or consolidation to which the Company or the Master Servicer shall be a party, or any Person succeeding to the

business

of the Company or the Master Servicer, shall be the successor of the

Company or the Master Servicer, as the case may be, 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; provided, however, that the successor or

surviving Person to the Master Servicer shall be qualified to service mortgage loans on behalf of FNMA or FHLMC; and provided further that each Rating Agency's ratings, if any, of the Class A,

Class M, Class B or Class R Certificates in effect immediately prior

to such merger or consolidation will not be qualified, reduced or withdrawn as a result thereof (as evidenced by a letter to such effect from each Rating Agency).

(c) Notwithstanding anything else in this Section 6.02 and Section 6.04 to the contrary, the Master 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 which is qualified to service mortgage loans on behalf of FNMA or FHLMC, is reasonably satisfactory to the Trustee

and the Company, is willing to service the Mortgage Loans and executes and delivers to the Company and the Trustee an agreement,

in form and substance reasonably satisfactory to the Company and the

Trustee, which 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 Master Servicer under this Agreement; provided further that each Rating Agency's rating of the

Classes of Certificates that have been rated in effect immediately

prior to such assignment and delegation will not be qualified, reduced or withdrawn as a result of such assignment and delegation

(as evidenced by a letter to such effect from each Rating Agency).

In the case of any such assignment and delegation, the Master Servicer shall be released from its obligations under this Agreement, except that the Master Servicer shall remain liable for

all liabilities and obligations incurred by it as Master Servicer hereunder prior to the satisfaction of the conditions to such assignment and delegation set forth in the next preceding sentence.

Section 6.03. Limitation on Liability of the Company, the Master Servicer and Others.

Neither the Company, the Master Servicer nor any of the directors, officers, employees or agents of the Company or the Master Servicer shall be under any liability to the Trust Fund or the Certificateholders 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 Company, the Master Servicer or any such Person against any breach of warranties or representations made herein or any liability which would otherwise be imposed by reason of willful misfeasance, bad faith or gross negligence in the performance of duties or by reason of reckless disregard of obligations and duties hereunder. The Company, the Master Servicer and any director, officer, employee or agent of the Company or the Master 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 Company, the Master Servicer and any director, officer, employee or agent of the Company or the Master Servicer shall be indemnified by the Trust Fund and held harmless against any loss, liability or expense incurred in connection with any legal action relating to this Agreement or the Certificates, 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 willful misfeasance, bad faith or gross negligence in the performance of duties hereunder or by reason of reckless disregard of obligations and duties hereunder.

Neither the Company nor the Master Servicer shall be under any obligation to appear in, prosecute or defend any legal or administrative action, proceeding, hearing or examination that is not incidental to its respective duties under this Agreement and which in its opinion may involve it in any expense or liability; provided, however, that the Company or the Master Servicer may in its discretion undertake any such action, proceeding, hearing or examination that it may deem necessary or desirable in respect to this Agreement and the rights and duties of the parties hereto and the interests of the Certificateholders hereunder. In such event, the legal expenses and costs of such action, proceeding, hearing or examination and any liability resulting therefrom shall be expenses, costs and liabilities of the Trust Fund, and the Company and the Master Servicer shall be entitled to be reimbursed therefor out of amounts attributable to the Mortgage Loans on deposit in the Custodial Account as provided by Section 3.10 and, on the Distribution Date(s) following such reimbursement, the aggregate of such expenses and costs shall be allocated in reduction of the Accrued Certificate Interest on each Class entitled thereto in the same manner as if such expenses and costs constituted a Prepayment Interest Shortfall.

Section 6.04. Company and Master Servicer Not to Resign.

Subject to the provisions of Section 6.02, neither the Company nor the Master Servicer shall resign from its respective obligations and duties hereby imposed on it except upon determination that its duties hereunder are no longer permissible under applicable law. Any such determination permitting the resignation of the Company or the Master Servicer shall be evidenced by an Opinion of Counsel to such effect delivered to the Trustee.

No such resignation by the Master Servicer shall become effective until the Trustee or a successor servicer shall have assumed the Master Servicer's responsibilities and obligations in accordance with Section 7.02.

ARTICLE VII

DEFAULT

Section 7.01. Events of Default.

Event of Default, wherever used herein, means any one of the following events (whatever 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):

(i) the Master Servicer shall fail to distribute or cause to be distributed to Holders of Certificates of any Class any distribution required to be made under the terms of the Certificates of such Class and this Agreement and, in either case, such failure shall continue unremedied for a period of 5 days after the date upon which written notice of such failure, requiring such failure to be remedied, shall have been given to the Master Servicer by the Trustee or the Company or to the Master Servicer, the Company and the Trustee by the Holders of Certificates of such Class evidencing Percentage Interests aggregating not less than 25%; or

(ii) the Master Servicer shall fail to observe or perform in any material respect any other of the covenants or agreements on the part of the Master Servicer contained in the Certificates of any Class or in this Agreement and such failure shall continue unremedied for a period of 30 days (except that such number of days shall be 15 in the case of a failure to pay the premium for any Required Insurance Policy) after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Master Servicer by the Trustee or the Company, or to the Master Servicer, the Company and the Trustee by the Holders of Certificates of any Class evidencing, as to such Class, Percentage Interests aggregating not less than 25%; or

(iii) 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 appointing 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 Master Servicer and such decree or order shall have remained in force

undischarged or unstayed for a period of 60 days; or

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

(v) the Master Servicer shall admit in writing its inability to pay its debts generally as they become due, file a petition to take advantage of, or commence a voluntary case under, any applicable insolvency or reorganization statute, make an assignment for the benefit of its creditors, or voluntarily suspend payment of its obligations; or

(vi) the Master Servicer shall notify the Trustee pursuant to Section 4.04(b) that it is unable to deposit in the Certificate Account an amount equal to the Advance.

If an Event of Default described in clauses (i)-(v) of this Section shall occur, then, and in each and every such case, so long as such Event of Default shall not have been remedied, either the Company or the Trustee may, and at the direction of Holders of Certificates entitled to at least 51% of the Voting Rights, the Trustee shall, by notice in writing to the Master Servicer (and to the Company if given by the Trustee or to the Trustee if given by the Company), terminate all of the rights and obligations of the Master Servicer under this Agreement and in and to the Mortgage Loans and the proceeds thereof, other than its rights as a Certificateholder hereunder. If an Event of Default described in clause (vi) hereof shall occur, the Trustee shall, by notice to the Master Servicer and the Company, immediately terminate all of the rights and obligations of the Master Servicer under this Agreement and in and to the Mortgage Loans and the proceeds thereof, other than its rights as a Certificateholder hereunder as provided in Section 4.04(b). On or after the receipt by the Master Servicer of such written notice, all authority and power of the Master Servicer under this Agreement, whether with respect to the Certificates (other than as a Holder thereof) or the Mortgage Loans or otherwise, shall subject to Section 7.02 pass to and be vested in the Trustee

or the Trustee's designee appointed pursuant to Section 7.02;
and,
without limitation, the Trustee is hereby authorized and
empowered
to execute and deliver, on behalf of the Master 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 or
assignment of the Mortgage Loans and related documents, or
otherwise. The Master Servicer agrees to cooperate with the
Trustee
in effecting the termination of the Master Servicer's
responsibilities and rights hereunder, including, without
limitation, the transfer to the Trustee or its designee for
administration by it of all cash amounts which shall at the time
be
credited to the Custodial Account or the Certificate Account or
thereafter be received with respect to the Mortgage Loans. No
such
termination shall release the Master Servicer for any liability
that
it would otherwise have hereunder for any act or omission prior
to
the effective time of such termination.

Notwithstanding any termination of the activities of
Residential Funding in its capacity as Master Servicer hereunder,
Residential Funding shall be entitled to receive, out of any late
collection of a Monthly Payment on a Mortgage Loan which was due
prior to the notice terminating Residential Funding's rights and
obligations as Master Servicer hereunder and received after such
notice, that portion to which Residential Funding would have been
entitled pursuant to Sections 3.10(a)(ii), (vi) and (vii) as well
as
its Servicing Fee in respect thereof, and any other amounts
payable
to Residential Funding hereunder the entitlement to which arose
prior to the termination of its activities hereunder. Upon the
termination of Residential Funding as Master Servicer hereunder
the
Company shall deliver to the Trustee a copy of the Program Guide.

Section 7.02. Trustee or Company to Act;
Appointment of Successor.

On and after the time the Master Servicer receives a
notice of termination pursuant to Section 7.01 or resigns in
accordance with Section 6.04, the Trustee or, upon notice to the
Company and with the Company's consent (which shall not be
unreasonably withheld) a designee (which meets the standards set

forth below) of the Trustee, shall be the successor in all respects to the Master Servicer in its capacity as servicer under this Agreement and the transactions set forth or provided for herein and shall be subject to all the responsibilities, duties and liabilities relating thereto placed on the Master Servicer (except for the responsibilities, duties and liabilities contained in Sections 2.02 and 2.03(a), excluding the duty to notify related Subservicers or Sellers as set forth in such Sections, and its obligations to deposit amounts in respect of losses incurred prior to such notice or termination on the investment of funds in the Custodial Account or the Certificate Account pursuant to Sections 3.07(c) and 4.01(b) by the terms and provisions hereof); provided, however, that any failure to perform such duties or responsibilities caused by the preceding Master Servicer's failure to provide information required by Section 4.04 shall not be considered a default by the Trustee hereunder. As compensation therefor, the Trustee shall be entitled to all funds relating to the Mortgage Loans which the Master Servicer would have been entitled to charge to the Custodial Account or the Certificate Account if the Master Servicer had continued to act hereunder and, in addition, shall be entitled to the income from any Permitted Investments made with amounts attributable to the Mortgage Loans held in the Custodial Account or the Certificate Account. If the Trustee has become the successor to the Master Servicer in accordance with Section 6.04 or Section 7.01, then notwithstanding the above, the Trustee may, if it shall be unwilling to so act, or shall, if it is unable to so act, appoint, or petition a court of competent jurisdiction to appoint, any established housing and home finance institution, which is also a FNMA- or FHLMC-approved mortgage servicing institution, having a net worth of not less than \$10,000,000 as the successor to the Master Servicer hereunder in the assumption of all or any part of the responsibilities, duties or liabilities of the Master Servicer hereunder. Pending appointment of a successor to the Master Servicer hereunder, the Trustee shall become successor to the Master Servicer and shall act in such capacity as hereinabove provided.

In connection with such appointment and assumption, the Trustee may make such arrangements for the compensation of such successor out of payments on Mortgage Loans as it and such successor shall agree; provided, however, that no such compensation shall be in excess of that permitted the initial Master Servicer hereunder. The Company, the Trustee, the Custodian and such successor shall take such action, consistent with this Agreement, as shall be necessary to effectuate any such succession. The Servicing Fee for any successor Master Servicer appointed pursuant to this Section 7.02 will be lowered with respect to those Mortgage Loans, if any, where the Subservicing Fee accrues at a rate of less than 0.20% per annum in the event that the successor Master Servicer is not servicing such Mortgage Loans directly and it is necessary to raise the related Subservicing Fee to a rate of 0.20% per annum in order to hire a Subservicer with respect to such Mortgage Loans.

Section 7.03. Notification to Certificateholders.

(a) Upon any such termination or appointment of a successor to the Master Servicer, the Trustee shall give prompt written notice thereof to Certificateholders at their respective addresses appearing in the Certificate Register.

(b) Within 60 days after the occurrence of any Event of Default, the Trustee shall transmit by mail to all Holders of Certificates notice of each such Event of Default hereunder known to the Trustee, unless such Event of Default shall have been cured or waived.

Section 7.04. Waiver of Events of Default.

The Holders representing at least 66% of the Voting Rights of Certificates affected by a default or Event of Default hereunder, may waive such default or Event of Default; provided, however, that (a) a default or Event of Default under clause (i) of Section 7.01 may be waived only by all of the Holders of Certificates affected by such default or Event of Default and (b) no waiver pursuant to this Section 7.04 shall affect the Holders of Certificates in the manner set forth in Section 11.01(b)(i), (ii) or

(iii). Upon any such waiver of a default or Event of Default by the Holders representing the requisite percentage of Voting Rights of Certificates affected by such default or Event of Default, such default or Event of Default shall cease to exist and shall be deemed to have been remedied for every purpose hereunder. No such waiver shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon except to the extent expressly so waived.

ARTICLE VIII

CONCERNING THE TRUSTEE

Section 8.01. Duties of Trustee.

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Agreement. In case an Event of Default has occurred (which has not been cured or waived), 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 investor would exercise or use under the circumstances in the conduct of such investor's own affairs.

(b) The Trustee, upon receipt of all resolutions, certificates, statements, opinions, reports, documents, orders or other instruments furnished to the Trustee which are specifically required to be furnished pursuant to any provision of this Agreement, shall examine them to determine whether they conform to the requirements of this Agreement. The Trustee shall notify the Certificateholders of any such documents which do not materially conform to the requirements of this Agreement in the event that the Trustee, after so requesting, does not receive satisfactorily corrected documents.

The Trustee shall forward or cause to be forwarded in a timely fashion the notices, reports and statements required to be forwarded by the Trustee pursuant to Sections 4.03, 4.06, 7.03 and

10.01. The Trustee shall furnish in a timely fashion to the Master Servicer such information as the Master Servicer may reasonably request from time to time for the Master Servicer to fulfill its duties as set forth in this Agreement. The Trustee covenants and agrees that it shall perform its obligations hereunder in a manner so as to maintain the status of both REMIC I and REMIC II as REMICs under the REMIC Provisions and to prevent the imposition of any federal, state or local income, prohibited transaction, contribution or other tax on either REMIC I or REMIC II to the extent that maintaining such status and avoiding such taxes are reasonably within the control of the Trustee and are reasonably within the scope of its duties under this Agreement.

(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; provided, however, that:

(i) Prior to the occurrence of an Event of Default, and after the curing or waiver of all such Events of Default which may have occurred, the duties and obligations of the Trustee shall be determined solely by the express provisions of this Agreement, the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Agreement, no implied covenants or obligations shall be read into this Agreement against the Trustee and, in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Trustee by the Company or the Master Servicer and which on their face, do not contradict the requirements of this Agreement;

(ii) The Trustee shall not be personally liable for an error of judgment made in good faith by a Responsible Officer or Responsible Officers of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(iii) The Trustee shall not be personally liable with respect to any action taken, suffered or omitted to be taken by it in good faith in accordance with the direction of

Certificateholders of any Class holding Certificates which evidence, as to such Class, Percentage Interests aggregating not less than 25% as 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;

(iv) The Trustee shall not be charged with knowledge of any default (other than a default in payment to the Trustee) specified in clauses (i) and (ii) of Section 7.01 or an Event of Default under clauses (iii), (iv) and (v) of Section 7.01 unless a Responsible Officer of the Trustee assigned to and working in the Corporate Trust Office obtains actual knowledge of such failure or event or the Trustee receives written notice of such failure or event at its Corporate Trust Office from the Master Servicer, the Company or any Certificateholder; and

(v) Except to the extent provided in Section 7.02, no provision in this Agreement shall require the Trustee to expend or risk its own funds (including, without limitation, the making of any Advance) or otherwise incur any personal financial liability in the performance of any of its duties as Trustee hereunder, or in the exercise of any of its rights or powers, if the Trustee shall have reasonable grounds for believing that repayment of funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(d) The Trustee shall timely pay, from its own funds, the amount of any and all federal, state and local taxes imposed on REMIC I or REMIC II or its assets or transactions including, without limitation, (A) "prohibited transaction" penalty taxes as defined in Section 860F of the Code, if, when and as the same shall be due and payable, (B) any tax on contributions to a REMIC after the Closing Date imposed by Section 860G(d) of the Code and (C) any tax on "net income from foreclosure property" as defined in Section 860G(c) of the Code, but only if such taxes arise out of a breach by the Trustee of its obligations hereunder, which breach constitutes negligence or willful misconduct of the Trustee.

Section 8.02. Certain Matters Affecting the Trustee.

(a) Except as otherwise provided in Section 8.01:

(i) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, Officers' Certificate, certificate of auditors or any other certificate, statement, instrument, opinion, report, notice, request, consent, order, appraisal, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(ii) The Trustee may consult with counsel and any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by it hereunder in good faith and in accordance with such Opinion of Counsel;

(iii) The 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 Certificateholders, pursuant to the provisions of this Agreement, unless such Certificateholders shall have offered to the 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 Trustee of the obligation, upon the occurrence of an Event of Default (which has not been cured), 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;

(iv) The 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;

(v) Prior to the occurrence of an Event of Default hereunder and after the curing of all Events of Default which may have occurred, 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, consent, order, approval, bond or other paper or document, unless requested in writing so to do by Holders of Certificates of any Class evidencing,

as to such Class, Percentage Interests, aggregating not less than 50%; provided, however, that if the payment within a reasonable time to the 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 Trustee, not reasonably assured to the Trustee by the security afforded to it by the terms of this Agreement, the Trustee may require reasonable indemnity against such expense or liability as a condition to so proceeding. The reasonable expense of every such examination shall be paid by the Master Servicer, if an Event of Default shall have occurred and is continuing, and otherwise by the Certificateholder requesting the investigation;

(vi) 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 provided that the Trustee shall remain liable for any acts of such agents or attorneys; and

(vii) To the extent authorized under the Code and the regulations promulgated thereunder, each Holder of a Class R Certificate hereby irrevocably appoints and authorizes the Trustee to be its attorney-in-fact for purposes of signing any Tax Returns required to be filed on behalf of REMIC I or REMIC II. The Trustee shall sign on behalf of REMIC I and REMIC II and deliver to the Master Servicer in a timely manner any Tax Returns prepared by or on behalf of the Master Servicer that the Trustee is required to sign as determined by the Master Servicer pursuant to applicable federal, state or local tax laws, provided that the Master Servicer shall indemnify the Trustee for signing any such Tax Returns that contain errors or omissions.

(b) Following the issuance of the Certificates, the Trustee shall not accept any contribution of assets to the Trust Fund unless it shall have obtained or been furnished with an Opinion of Counsel to the effect that such contribution will not (i) cause either REMIC I or REMIC II to fail to qualify as a REMIC at any time that any Certificates are outstanding or (ii) cause REMIC I or REMIC II to be subject to any federal tax as a result of such contribution

(including the imposition of any federal tax on "prohibited transactions" imposed under Section 860F(a) of the Code).

Section 8.03. Trustee Not Liable for Certificates or Mortgage Loans.

The recitals contained herein and in the Certificates (other than the execution of the Certificates and relating to the acceptance and receipt of the Mortgage Loans) shall be taken as the statements of the Company or the Master Servicer as the case may be, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Agreement or of the Certificates (except that the Certificates shall be duly and validly executed and authenticated by it as Certificate Registrar) or of any Mortgage Loan or related document. Except as otherwise provided herein, the Trustee shall not be accountable for the use or application by the Company or the Master Servicer of any of the Certificates or of the proceeds of such Certificates, or for the use or application of any funds paid to the Company or the Master Servicer in respect of the Mortgage Loans or deposited in or withdrawn from the Custodial Account or the Certificate Account by the Company or the Master Servicer.

Section 8.04. Trustee May Own Certificates.

The Trustee in its individual or any other capacity may become the owner or pledgee of Certificates with the same rights it would have if it were not Trustee.

Section 8.05. Master Servicer to Pay Trustee's Fees and Expenses; Indemnification.

(a) The Master Servicer covenants and agrees to pay to the Trustee and any co-trustee from time to time, and the Trustee and any 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) for all services rendered by each of them in the execution of the trusts hereby created and in the exercise and performance of any of the powers and duties hereunder of the Trustee and any co-trustee, and the

Master

Servicer will pay or reimburse the Trustee and any co-trustee upon

request for all reasonable expenses, disbursements and advances incurred or made by the Trustee or any co-trustee in accordance with

any of the provisions of this Agreement (including the reasonable compensation and the expenses and disbursements of its counsel and

of all persons not regularly in its employ, and the expenses incurred by the Trustee or any co-trustee in connection with the appointment of an office or agency pursuant to Section 8.12)

except

any such expense, disbursement or advance as may arise from its negligence or bad faith.

(b) The Master Servicer agrees to indemnify the Trustee for, and to hold the Trustee harmless against, any loss, liability or expense incurred without negligence or willful misconduct on its part, arising out of, or in connection with, the

acceptance and administration of the Trust Fund, including the costs

and expenses (including reasonable legal fees and expenses) of defending itself against any claim in connection with the exercise

or performance of any of its powers or duties under this Agreement,

provided that:

(i) with respect to any such claim, the Trustee shall have given the Master Servicer written notice thereof promptly after the Trustee shall have actual knowledge thereof;

(ii) while maintaining control over its own defense, the Trustee shall cooperate and consult fully with the Master Servicer in preparing such defense; and

(iii) notwithstanding anything in this Agreement to the contrary, the Master Servicer shall not be liable for settlement of any claim by the Trustee entered into without the prior consent of the Master Servicer which consent shall not be unreasonably withheld.

No termination of this Agreement shall affect the obligations created by this Section 8.05(b) of the Master Servicer to indemnify the Trustee under the conditions and to the extent set forth herein.

Notwithstanding the foregoing, the indemnification provided by the Master Servicer in this Section 8.05(b) shall not pertain to any loss, liability or expense of the Trustee, including the costs and expenses of defending itself against any claim, incurred in connection with any actions taken by the Trustee at the direction of Certificateholders pursuant to the terms of this Agreement.

Section 8.06. Eligibility Requirements for Trustee.

The Trustee hereunder shall at all times be a corporation or a national banking association having its principal office in a state and city acceptable to the Company and organized and doing business under the laws of such state or the United States of America, authorized under such laws 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 authority. If such corporation or national banking association 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 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 Trustee shall cease to be eligible in accordance with the provisions of this Section, the Trustee shall resign immediately in the manner and with the effect specified in Section 8.07.

Section 8.07. Resignation and Removal of the Trustee.

(a) The Trustee may at any time resign and be discharged from the trusts hereby created by giving written notice thereof to the Company. Upon receiving such notice of resignation, the Company shall promptly appoint a successor trustee by written

instrument, in duplicate, one copy of which instrument shall be delivered to the resigning Trustee and one copy to the successor trustee. If no successor trustee shall have been so 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.

(b) If at any time the Trustee shall cease to be eligible in accordance with the provisions of Section 8.06 and shall fail to resign after written request therefor by the Company, or if at any time the Trustee shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then the Company may remove the Trustee and appoint a successor trustee by written instrument, in duplicate, one copy of which instrument shall be delivered to the Trustee so removed and one copy to the successor trustee. In addition, in the event that the Company determines that the Trustee has failed (i) to distribute or cause to be distributed to Certificateholders any amount required to be distributed hereunder, if such amount is held by the Trustee or its Paying Agent (other than the Master Servicer or the Company) for distribution or (ii) to otherwise observe or perform in any material respect any of its covenants, agreements or obligations hereunder, and such failure shall continue unremedied for a period of 5 days (in respect of clause (i) above) or 30 days (in respect of clause (ii) above) after the date on which written notice of such failure, requiring that the same be remedied, shall have been given to the Trustee by the Company, then the Company may remove the Trustee and appoint a successor trustee by written instrument delivered as provided in

the preceding sentence. In connection with the appointment of a successor trustee pursuant to the preceding sentence, the Company shall, on or before the date on which any such appointment becomes effective, obtain from each Rating Agency written confirmation that the appointment of any such successor trustee will not result in the reduction of the ratings on any class of the Certificates below the lesser of the then current or original ratings on such Certificates.

(c) The Holders of Certificates entitled to at least 51% of the Voting Rights may at any time remove the Trustee and appoint a successor trustee by written instrument or instruments, in triplicate, signed by such Holders or their attorneys-in-fact duly authorized, one complete set of which instruments shall be delivered to the Company, one complete set to the Trustee so removed and one complete set to the successor so appointed.

(d) Any resignation or removal of the Trustee and appointment of a successor trustee pursuant to any of the provisions of this Section shall become effective upon acceptance of appointment by the successor trustee as provided in Section 8.08.

Section 8.08. Successor Trustee.

(a) Any successor trustee appointed as provided in Section 8.07 shall execute, acknowledge and deliver to the Company and to its predecessor trustee an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor trustee shall become effective and such successor trustee shall become effective and such successor trustee, without any further act, deed or conveyance, shall become fully vested with all the rights, powers, duties and obligations of its predecessor hereunder, with the like effect as if originally named as trustee herein. The predecessor trustee shall deliver to the successor trustee all Mortgage Files and related documents and statements held by it hereunder (other than any Mortgage Files at the time held

by
a Custodian, which shall become the agent of any successor
trustee
hereunder), and the Company, the Master Servicer and the
predecessor
trustee shall execute and deliver such instruments and do such
other
things as may reasonably be required for more fully and certainly
vesting and confirming in the successor trustee all such rights,
powers, duties and obligations.

(b) No successor trustee shall accept appointment as
provided in this Section unless at the time of such acceptance
such
successor trustee shall be eligible under the provisions of
Section
8.06.

(c) Upon acceptance of appointment by a successor
trustee as provided in this Section, the Company shall mail
notice
of the succession of such trustee hereunder to all Holders of
Certificates at their addresses as shown in the Certificate
Register. If the Company fails to mail such notice within 10
days
after acceptance of appointment by the successor trustee, the
successor trustee shall cause such notice to be mailed at the
expense of the Company.

Section 8.09. Merger or Consolidation of Trustee.

Any corporation or national banking association into
which the Trustee may be merged or converted or with which it may
be
consolidated or any corporation or national banking association
resulting from any merger, conversion or consolidation to which
the
Trustee shall be a party, or any corporation or national banking
association succeeding to the business of the Trustee, shall be
the
successor of the Trustee hereunder, provided such corporation or
national banking association shall be eligible under the
provisions
of Section 8.06, 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 Trustee shall mail
notice of any such merger or consolidation to the
Certificateholders
at their address as shown in the Certificate Register.

Section 8.10. Appointment of Co-Trustee or Separate Trustee.

(a) Notwithstanding any other provisions hereof, at any time, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Trust Fund or property securing the same may at the time be located, the Master Servicer and the Trustee acting jointly 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, or separate trustee or separate trustees, of all or any part of the Trust Fund, and to vest in such Person or Persons, in such capacity, such title to the Trust Fund, or any part thereof, and, subject to the other provisions of this Section 8.10, such powers, duties, obligations, rights and trusts as the Master Servicer and the Trustee may consider necessary or desirable. If the Master Servicer shall not have joined in such appointment within 15 days after the receipt by it of a request so to do, or in case an Event of Default shall have occurred and be continuing, the Trustee alone 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 8.06 hereunder and no notice to Holders of Certificates of the appointment of co-trustee(s) or separate trustee(s) shall be required under Section 8.08 hereof.

(b) In the case of any appointment of a co-trustee or separate trustee pursuant to this Section 8.10 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, 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 Master 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 Fund or any portion thereof in any such jurisdiction) shall be exercised and performed by such separate trustee or co-trustee at the direction of the Trustee.

(c) 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 Article VIII. 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.

(d) 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.

Section 8.11. Appointment of Custodians.

The Trustee may, with the consent of the Master Servicer and the Company, appoint one or more Custodians who are not Affiliates of the Company, the Master Servicer or any Seller to hold all or a portion of the Mortgage Files as agent for the Trustee, by entering into a Custodial Agreement. Subject to Article VIII, the

Trustee agrees to comply with the terms of each Custodial Agreement and to enforce the terms and provisions thereof against the Custodian for the benefit of the Certificateholders. Each Custodian shall be a depository institution subject to supervision by federal or state authority, shall have a combined capital and surplus of at least \$15,000,000 and shall be qualified to do business in the jurisdiction in which it holds any Mortgage File. Each Custodial Agreement may be amended only as provided in Section 11.01. The Trustee shall notify the Certificateholders of the appointment of any Custodian (other than the Custodian appointed as of the Closing Date) pursuant to this Section 8.11.

Section 8.12. Appointment of Office or Agency.

The Trustee will maintain an office or agency in the City of New York where Certificates may be surrendered for registration of transfer or exchange. The Trustee initially designates its offices located at One First National Plaza, Suite 0126, Chicago, Illinois 60670-0126 for the purpose of keeping the Certificate Register. The Trustee will maintain an office at the address stated in Section 11.05(c) hereof where notices and demands to or upon the Trustee in respect of this Agreement may be served.

ARTICLE IX

TERMINATION

Section 9.01. Termination Upon Purchase by the Master Servicer or the Company or Liquidation of All Mortgage Loans.

(a) Subject to Section 9.02, the respective obligations and responsibilities of the Company, the Master Servicer and the Trustee created hereby in respect of the Certificates (other than the obligation of the Trustee to make certain payments after the Final Distribution Date to Certificateholders and the obligation of the Company to send certain notices as hereinafter set forth) shall terminate upon the last action required to be taken by the Trustee on the Final Distribution Date pursuant to this Article IX following the earlier of:

(i) the later of the final payment or other liquidation (or any Advance with respect thereto) of the last Mortgage Loan remaining in the Trust Fund or the disposition of all property acquired upon foreclosure or deed in lieu of foreclosure of any Mortgage Loan, or

(ii) the purchase by the Master Servicer or the Company of all Mortgage Loans and all property acquired in respect of any Mortgage Loan remaining in the Trust Fund at a price equal to 100% of the unpaid principal balance of each Mortgage Loan or, if less than such unpaid principal balance, the fair market value of the related underlying property of such Mortgage Loan with respect to Mortgage Loans as to which title has been acquired, (net of any unreimbursed Advances attributable to principal) on the day of repurchase plus accrued interest thereon at the Net Mortgage Rate to, but not including, the first day of the month in which such repurchase

price is distributed, provided, however, that in no event shall the trust created hereby continue beyond the expiration of 21 years from the death of the last survivor of the descendants of Joseph P. Kennedy, the late ambassador of the United States to the Court of St. James, living on the date hereof and provided further that the purchase price set forth above shall be increased as is necessary, as determined by the

Master Servicer, to avoid disqualification of REMIC I and REMIC II as REMICs.

The right of the Master Servicer or the Company to purchase all the assets of the Trust Fund pursuant to clause (ii) above is conditioned upon the Pool Stated Principal Balance as of the Final Distribution Date being less than ten percent of the Cut-

off Date Principal Balance of the Mortgage Loans. If such right is

exercised by the Master Servicer, the Master Servicer shall be deemed to have been reimbursed for the full amount of any unreimbursed Advances theretofore made by it with respect to the Mortgage Loans. In addition, the Master Servicer or the Company, as

applicable, shall provide to the Trustee the certification required

by Section 3.15 and the Trustee and any Custodian shall, promptly following payment of the purchase price, release to the Master Servicer or the Company, as applicable, the Mortgage Files pertaining to the Mortgage Loans being purchased.

(b) The Master Servicer or, in the case of a final distribution as a result of the exercise by the Company of its right

to purchase the assets of the Trust Fund, the Company shall give the
Trustee not less than 60 days' prior notice of the Distribution
Date
on which the Master Servicer or the Company, as applicable, anticipates that the final distribution will be made to
Certificateholders (whether as a result of the exercise by the Master Servicer or the Company of its right to purchase the
assets
of the Trust Fund or otherwise). Notice of any termination, specifying the anticipated Final Distribution Date (which shall be
a date that would otherwise be a Distribution Date) upon which the
Certificateholders may surrender their Certificates to the
Trustee
(if so required by the terms hereof) for payment of the final distribution and cancellation, shall be given promptly by the
Master
Servicer or the Company, as applicable (if it is exercising its right to purchase the assets of the Trust Fund), or by the
Trustee
(in any other case) by letter to Certificateholders mailed not earlier than the 15th day and not later than the 25th day of the
month next preceding the month of such final distribution specifying:

(i) the anticipated Final Distribution Date upon which final payment of the Certificates is anticipated to be made upon presentation and surrender of Certificates at the office or agency of the Trustee therein designated,

(ii) the amount of any such final payment, if known, and

(iii) that the Record Date otherwise applicable to such Distribution Date is not applicable, and (A) in the case of the Class A Certificates and Class R Certificates, that payment will be made only upon presentation and surrender of the Certificates at the office or agency of the Trustee therein specified and (B) in the case of the Class M Certificates and Class B Certificates, that such Certificates shall be delivered to the Trustee no later than 30 days following the anticipated Final Distribution Date.

If the Master Servicer or the Company, as applicable, is obligated to give notice to Certificateholders as aforesaid, it shall give

such notice to the Certificate Registrar at the time such notice is given to Certificateholders. In the event such notice is given by the Master Servicer or the Company, the Master Servicer or the Company, as applicable, shall deposit in the Certificate Account before the Final Distribution Date in immediately available funds an amount equal to the purchase price for the assets of the Trust Fund computed as above provided.

(c) In the case of the Class A Certificates, upon presentation and surrender of the Certificates by the Certificateholders thereof, and in the case of the Class M and Class B Certificates, without any such presentation, the Trustee shall distribute to the Certificateholders (i) the amount otherwise distributable on such Distribution Date, if not in connection with the Master Servicer's or the Company's election to repurchase, or (ii) if the Master Servicer or the Company elected to so repurchase, an amount determined as follows: (A) with respect to each Certificate the outstanding Certificate Principal Balance thereof, plus one month's Accrued Certificate Interest and any previously unpaid Accrued Certificate Interest, subject to the priority set forth in Section 4.02(a), and (B) with respect to the Class R Certificates, any excess of the amounts available for distribution (including the repurchase price specified in clause (ii) of subsection (a) of this Section) over the total amount distributed under the immediately preceding clause (A). Each Holder of a Class M or Class B Certificate, by its acceptance thereof, shall be deemed to agree to, and shall, deliver such Certificates held by such Holder to the Trustee no later than 30 days following receipt of the final distribution in respect thereof.

(d) In the event that any Certificateholders shall not surrender their Certificates for final payment and cancellation on or before the Final Distribution Date (if so required by the terms hereof), the Trustee shall on such date cause all funds in the Certificate Account not distributed in final distribution to Certificateholders to be withdrawn therefrom and credited to the remaining Certificateholders by depositing such funds in a

separate escrow account for the benefit of such Certificateholders, and the Master Servicer or the Company, as applicable (if it exercised its right to purchase the assets of the Trust Fund), or the Trustee (in any other case) shall give a second written notice to the remaining Certificateholders to surrender their Certificates for cancellation and receive the final distribution with respect thereto. If within six months after the second notice any Certificate shall not have been surrendered for cancellation, the Trustee shall take appropriate steps as directed by the Master Servicer or the Company, as applicable, to contact the remaining Certificateholders concerning surrender of their Certificates. The costs and expenses of maintaining the escrow account and of contacting Certificateholders shall be paid out of the assets which remain in the escrow account. If within nine months after the second notice any Certificates shall not have been surrendered for cancellation, the Trustee shall pay to the Master Servicer or the Company, as applicable, all amounts distributable to the holders thereof and the Master Servicer or the Company, as applicable, shall thereafter hold such amounts until distributed to such holders. No interest shall accrue or be payable to any Certificateholder on any amount held in the escrow account or by the Master Servicer or the Company, as applicable, as a result of such Certificateholder's failure to surrender its Certificate(s) for final payment thereof in accordance with this Section 9.01.

Section 9.02. Termination of REMIC II.

REMIC II shall be terminated on the earlier of the Final Distribution Date and the date on which it is deemed to receive the last deemed distributions on the Uncertificated REMIC I Regular Interests and the last distribution due on the Class A, Class M, Class B and Class R-II Certificates is made.

Section 9.03. Additional Termination Requirements.

(a) The Trust Fund shall be terminated in accordance with the following additional requirements, unless the Trustee and the Master Servicer have received an Opinion of Counsel (which Opinion of Counsel shall not be an expense of the Trustee) to the effect that the failure of the Trust Fund to comply with the requirements of this Section 9.03 will not (i) result in the imposition on REMIC I or REMIC II of taxes on "prohibited transactions," as described in Section 860F of the Code, or (ii) cause either REMIC I or REMIC II to fail to qualify as a REMIC at any time that any Certificate is outstanding:

(i) The Master Servicer shall establish a 90-day liquidation period for the Trust Fund, and specify the first day of such period in a statement attached to REMIC I and REMIC II's final Tax Returns pursuant to Treasury regulations Section 1.860F-1. The Master Servicer also shall satisfy all of the requirements of a qualified liquidation for REMIC I and REMIC II under Section 860F of the Code and regulations thereunder;

(ii) The Master Servicer shall notify the 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 Trustee shall sell or otherwise dispose of all of the remaining assets of the Trust Fund in accordance with the terms hereof; and

(iii) If the Master Servicer is exercising its right to purchase the assets of the Trust Fund, the Master Servicer shall, during the 90-day liquidation period and at or prior to the Final Distribution Date, purchase all of the assets of the Trust Fund for cash; provided, however, that in the event that a calendar quarter ends after the commencement of the 90-day liquidation period but prior to the Final Distribution Date, the Master Servicer shall not purchase any of the assets of the Trust Fund prior to the close of that calendar quarter.

(b) Each Holder of a Certificate and the Trustee hereby irrevocably approves and appoints the Master Servicer as its attorney-in-fact to adopt a plan of complete liquidation for REMIC I and REMIC II at the expense of Trust Fund in accordance with the terms and conditions of this Agreement.

ARTICLE X

REMIC PROVISIONS

Section 10.01. REMIC Administration.

(a) The Master Servicer shall make an election to treat each of REMIC I and REMIC II as a REMIC under the Code and, if necessary, under applicable state law. Each 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 Certificates are issued. For the purposes of the REMIC I election in respect of the Trust Fund, the Uncertificated REMIC I Regular Interests shall be designated as the "regular interests" and the Class R-I Certificates shall be designated as the sole Class of "residual interests" in REMIC I. For the purposes of the REMIC II election in respect of the Trust Fund, the Class A (other than the Class A-6 Certificates), Class M and Class B Certificates and the Uncertificated REMIC II Regular Interests shall be designated as the "regular interests" and the Class R-II Certificates shall be designated as the sole Class of "residual interests" in REMIC II.

The Master Servicer and the Trustee shall not permit the creation of any "interests" (within the meaning of Section 860G of the Code) in REMIC I or REMIC II other than the Uncertificated REMIC I Regular Interests and Class R-I Certificates and the Regular Certificates (other than the Class A-6 Certificates), the Uncertificated REMIC II Regular Interests and the Class R-II Certificates, respectively.

(b) The Closing Date is hereby designated as the "startup day" of REMIC I and REMIC II within the meaning of Section 860G(a)(9) of the Code.

(c) Residential Funding shall hold a Class R-I Certificate and Class R-II Certificate representing 0.01% Percentage Interests of all Class R-I Certificates and Class R-II Certificates,

respectively, and shall be designated as the tax matters person with respect to REMIC I and REMIC II in the manner provided under Treasury regulations section 1.860F-4(d) and temporary Treasury regulations section 301.6231(a)(7)-1T. Residential Funding, as tax matters person, shall (i) act on behalf of REMIC I and REMIC II in relation to any tax matter or controversy involving REMIC I or REMIC II and (ii) represent REMIC I and REMIC II 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 Fund and Residential Funding shall be entitled to reimbursement therefor out of amounts attributable to the Mortgage Loans on deposit in the Custodial Account as provided by Section 3.10 unless such legal expenses and costs are incurred by reason of Residential Funding's willful misfeasance, bad faith or gross negligence. If Residential Funding is no longer the Master Servicer hereunder Residential Funding shall be paid reasonable compensation by any successor Master Servicer hereto for so acting as "tax matters person."

(d) The Master Servicer shall prepare or cause to be prepared all of the Tax Returns that it determines are required with respect to either REMIC I or REMIC II and deliver such Tax Returns in a timely manner to the Trustee and the Trustee shall sign and file such Tax Returns in a timely manner. The expenses of preparing such returns shall be borne by the Master Servicer without any right of reimbursement therefor. The Master Servicer agrees to indemnify and hold harmless the Trustee with respect to any tax or liability arising from the Trustee's signing of Tax Returns that contain errors or omissions.

(e) The Master Servicer shall provide (i) to any Transferor of a Class R-I or R-II Certificate such information as is

necessary for the application of any tax relating to the transfer of a Class R-I and R-II Certificate to any Person who is not a Permitted Transferee, (ii) to the Trustee and the Trustee shall forward to 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 of REMIC I and REMIC II.

(f) The Master Servicer shall take such actions and shall cause each of REMIC I and REMIC II to take such actions as are reasonably within the Master Servicer's control and the scope of its duties more specifically set forth herein as shall be necessary to maintain the status thereof as REMICs under the REMIC Provisions (and the Trustee shall assist the Master Servicer, to the extent reasonably requested by the Master Servicer to do so). The Master Servicer shall not knowingly or intentionally take any action, cause either of REMIC I and REMIC II to take any action or fail to take (or fail to cause to be taken) any action reasonably within its control and the scope of duties more specifically set forth herein, that, under the REMIC Provisions, if taken or not taken, as the case may be, could (i) endanger the status of REMIC I or REMIC II as a REMIC or (ii) result in the imposition of a tax upon REMIC I or REMIC II (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, an "Adverse REMIC Event") unless the Master Servicer 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 Master Servicer determines that taking such action is in the best interest of the Trust Fund and the Certificateholders, at the expense of the Trust Fund, but in no event at the expense of the Master Servicer or the Trustee) to

the effect that the contemplated action will not, with respect to either REMIC I or REMIC II, endanger such status or, unless the Master Servicer determines in its sole discretion to indemnify the Trust Fund against such tax, result in the imposition of such a tax. The Trustee shall not take or fail to take any action (whether or not authorized hereunder) as to which the Master Servicer 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 REMIC I or REMIC II or its assets, or causing REMIC I or REMIC II to take any action, which is not expressly permitted under the terms of this Agreement, the Trustee will consult with the Master Servicer or its designee, in writing, with respect to whether such action could cause an Adverse REMIC Event to occur with respect to REMIC I or REMIC II, and the Trustee shall not take any such action or cause REMIC I or REMIC II to take any such action as to which the Master Servicer has advised it in writing that an Adverse REMIC Event could occur. The Master Servicer 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 Master Servicer.

At all times as may be required by the Code, the Master 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 REMIC I and REMIC II 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 REMIC I or REMIC II as defined in Section 860F(a)(2) of the Code, on "net income from foreclosure property" of REMIC I or REMIC II as defined in Section 860G(c) of the Code, on any contributions to REMIC I or REMIC II 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 Master Servicer, if such tax arises out of or results from a breach by

the Master Servicer of any of its obligations under this Agreement or the Master Servicer has in its sole discretion determined to indemnify the Trust Fund against such tax, (ii) to the Trustee, if such tax arises out of or results from a breach by the Trustee of any of its obligations under this Agreement, or otherwise (iii) against amounts on deposit in the Custodial Account as provided by Section 3.10 and on the Distribution Date(s) following such reimbursement the aggregate of such taxes shall be allocated in reduction of the Accrued Certificate Interest on each Class entitled thereto in the same manner as if such taxes constituted a Prepayment Interest Shortfall.

(h) The Trustee and the Master Servicer shall, for federal income tax purposes, maintain books and records with respect to REMIC I and REMIC II 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 Master Servicer nor the Trustee shall accept any contributions of assets to REMIC I or REMIC II unless the Master Servicer and the 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 REMIC I or REMIC II will not cause REMIC I or REMIC II to fail to qualify as a REMIC at any time that any Certificates are outstanding or subject REMIC I or REMIC II to any tax under the REMIC Provisions or other applicable provisions of federal, state and local law or ordinances.

(j) Neither the Master Servicer nor the Trustee shall enter into any arrangement by which REMIC I or REMIC II will receive a fee or other compensation for services nor permit either such REMIC 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 Certificates representing a regular interest in REMIC II and the Uncertificated Principal Balance of each Uncertificated REMIC I Regular Interest (other than each Uncertificated REMIC I Regular Interest Z) would be reduced to zero is June 25, 2025, which is the Distribution Date immediately following the latest scheduled maturity of any Mortgage Loan. The Maturity Date for each Uncertificated REMIC I Regular Interest Z and Uncertificated REMIC II Regular Interest is the Distribution Date related to the maturity date for the related Mortgage Loan.

(l) Within 30 days after the Closing Date, the Master Servicer 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 of REMIC I and REMIC II.

(m) Neither the Trustee nor the Master 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 REMIC I or REMIC II, (iii) the termination of REMIC I or REMIC II pursuant to Article IX of this Agreement or (iv) a purchase of Mortgage Loans pursuant to Article II or III of this Agreement) nor acquire any assets for REMIC I or REMIC II, nor sell or dispose of any investments in the Custodial Account or the Certificate Account for gain, nor accept any contributions to REMIC I or REMIC II 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 REMIC I and REMIC II as REMICs or (b) unless the Master Servicer has determined in its sole discretion to indemnify the Trust Fund against such tax, cause REMIC I or REMIC II to be subject to a tax on "prohibited transactions" or "contributions" pursuant to the REMIC Provisions.

Section 10.02. Master Servicer and Trustee
Indemnification.

(a) The Trustee agrees to indemnify the Trust Fund, the Company and the Master Servicer for any taxes and costs including, without limitation, any reasonable attorneys fees imposed on or incurred by REMIC I, REMIC II, the Company or the Master Servicer, as a result of a breach of the Trustee's covenants set forth in Article VIII or this Article X.

(b) The Master Servicer agrees to indemnify the Trust Fund, the Company and the Trustee for any taxes and costs (including, without limitation, any reasonable attorneys' fees) imposed on or incurred by REMIC I, REMIC II, the Company or the Trustee, as a result of a breach of the Master Servicer's covenants set forth in this Article X 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 Master Servicer that contain errors or omissions.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 11.01. Amendment.

(a) This Agreement or any Custodial Agreement may be amended from time to time by the Company, the Master Servicer and the Trustee, without the consent of any of the Certificateholders:

(i) to cure any ambiguity,

(ii) to correct or supplement any provisions herein or therein, which may be inconsistent with any other provisions herein or therein or to correct any error,

(iii) to modify, eliminate or add to any of its provisions to such extent as shall be necessary to maintain the qualification of REMIC I or REMIC II as a REMIC at all times that any Certificate is outstanding or to avoid or minimize the risk of the imposition of any tax on REMIC I or REMIC II pursuant to the Code that would be a claim against the Trust Fund, provided that the Trustee has received an Opinion of Counsel to the effect that (A) such action is necessary or desirable to maintain such qualification or to avoid or minimize the risk of the imposition of any such tax

and (B) such action will not adversely affect in any material respect the interests of any Certificateholder,

(iv) to change the timing and/or nature of deposits into the Custodial Account or the Certificate Account or to change the name in which the Custodial Account is maintained, provided that (A) the Certificate Account Deposit Date shall in no event be later than the related Distribution Date, (B) such change shall not, as evidenced by an Opinion of Counsel, adversely affect in any material respect the interests of any Certificateholder and (C) such change shall not result in a reduction of the rating assigned to any Class of Certificates below the lower of the then-current rating or the rating assigned to such Certificates as of the Closing Date, as evidenced by a letter from each Rating Agency to such effect,

(v) to modify, eliminate or add to the provisions of Section 5.02(f) or any other provision hereof restricting transfer of the Class R-I Certificates and Class R-II Certificates by virtue of their being the "residual interests" in REMIC I and REMIC II, respectively, provided that (A) such change shall not result in reduction of the rating assigned to any such Class of Certificates below the lower of the then-current rating or the rating assigned to such Certificates as of the Closing Date, as evidenced by a letter from each Rating Agency to such effect, and (B) such change shall not, as evidenced by an Opinion of Counsel (at the expense of the party seeking so to modify, eliminate or add such provisions), cause REMIC I, REMIC II or any of the Certificateholders (other than the transferor) to be subject to a federal tax caused by a transfer to a Person that is not a Permitted Transferee, or

(vi) to make any other provisions with respect to matters or questions arising under this Agreement or such Custodial Agreement which shall not be materially inconsistent with the provisions of this Agreement, provided that such action shall not, as evidenced by an Opinion of Counsel, adversely affect in any material respect the interests of any Certificateholder.

(b) This Agreement or any Custodial Agreement may also be amended from time to time by the Company, the Master

Servicer

and

the Trustee with the consent of the Holders of Certificates evidencing in the aggregate not less than 66% of the Percentage Interests of each Class of Certificates affected thereby for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement or such Custodial Agreement or of modifying in any manner the rights of the Holders of Certificates of such Class; provided, however, that no such amendment shall:

(i) reduce in any manner the amount of, or delay the timing of, payments which are required to be distributed on any Certificate without the consent of the Holder of such Certificate,

(ii) adversely affect in any material respect the interest of the Holders of Certificates of any Class in a manner other than as described in clause (i) hereof without the consent of Holders of Certificates of such Class evidencing, as to such Class, Percentage Interests aggregating not less than 66%, or

(iii) reduce the aforesaid percentage of Certificates of any Class the Holders of which are required to consent to any such amendment, in any such case without the consent of the Holders of all Certificates of such Class then outstanding.

(c) Notwithstanding any contrary provision of this Agreement, the Trustee shall not consent to any amendment to this Agreement unless it shall have first received an Opinion of Counsel (at the expense of the party seeking such amendment) to the effect that such amendment or the exercise of any power granted to the Master Servicer, the Company or the Trustee in accordance with such amendment will not result in the imposition of a federal tax on REMIC I or REMIC II or cause either REMIC I or REMIC II to fail to qualify as a REMIC at any time that any Certificate is outstanding.

(d) Promptly after the execution of any such amendment the Trustee shall furnish written notification of the substance of such amendment to each Certificateholder. It shall not be necessary for the consent of Certificateholders under this Section 11.01 to

approve the particular form of any proposed amendment, but it shall be sufficient if such consent shall approve the substance thereof.

The manner of obtaining such consents and of evidencing the authorization of the execution thereof by Certificateholders shall be subject to such reasonable regulations as the Trustee may prescribe.

(e) The Company shall have the option, in its sole discretion, to obtain and deliver to the Trustee any corporate guaranty, payment obligation, irrevocable letter of credit, surety bond, insurance policy or similar instrument or a reserve fund, or any combination of the foregoing, for the purpose of protecting the Holders of the Class B Certificates against any or all Realized Losses or other shortfalls. Any such instrument or fund shall be held by the Trustee for the benefit of the Class B Certificateholders, but shall not be and shall not be deemed to be under any circumstances included in REMIC I or REMIC II or in the Trust Fund. To the extent that any such instrument or fund constitutes a reserve fund for federal income tax purposes, (i) any reserve fund so established shall be an outside reserve fund and not an asset of REMIC I or REMIC II, (ii) any such reserve fund shall be owned by the Company, and (iii) amounts transferred by REMIC I or REMIC II to any such reserve fund shall be treated as amounts distributed by REMIC I or REMIC II, as the case may be, to the Company or any successor, all within the meaning of proposed Treasury regulations Section 1.860G-1(h) as it reads as of the Cut-off Date. In connection with the provision of any such instrument or fund, this Agreement and any provision hereof may be modified, added to, deleted or otherwise amended in any manner that is related or incidental to such instrument or fund or the establishment or administration thereof, such amendment to be made by written instrument executed or consented to by the Company but without the consent of any Certificateholder and without the consent of the Master Servicer or the Trustee being required unless any such amendment would impose any additional obligation on, or otherwise adversely affect the interests of the Class A Certificateholders, the Class R Certificateholders, the Class M Certificateholders,

the Master Servicer or the Trustee, as applicable; provided that the Company obtains an Opinion of Counsel (which need not be an opinion of Independent counsel) to the effect that any such amendment will not cause (a) any federal tax to be imposed on REMIC I or REMIC II, including without limitation, any federal tax imposed on "prohibited transactions" under Section 860F(a)(1) of the Code or on "contributions after the startup date" under Section 860G(d)(1) of the Code and (b) either REMIC I or REMIC II to fail to qualify as a REMIC at any time that any Certificate is outstanding. In the event that the Company elects to provide such coverage in the form of a limited guaranty provided by General Motors Acceptance Corporation, the Company may elect that the text of such amendment to this Agreement shall be substantially in the form attached hereto as Exhibit M (in which case Residential Funding's Subordinate Certificate Loss Obligation as described in such exhibit shall be established by Residential Funding's consent to such amendment) and that the limited guaranty shall be executed in the form attached hereto as Exhibit N, with such changes as the Company shall deem to be appropriate; it being understood that the Trustee has reviewed and approved the content of such forms and that the Trustee's consent or approval to the use thereof is not required.

Section 11.02. Recordation of Agreement;
Counterparts.

(a) To the extent permitted by applicable law, this Agreement is subject to recordation in all appropriate public offices for real property records in all the counties or other comparable jurisdictions in which any or all of the properties subject to the Mortgages are situated, and in any other appropriate public recording office or elsewhere, such recordation to be effected by the Master Servicer and at its expense on direction by the Trustee (pursuant to the request of Holders of Certificates entitled to at least 25% of the Voting Rights), but only upon direction accompanied by an Opinion of Counsel to the effect that such recordation materially and beneficially affects the interests of the Certificateholders.

(b) For the purpose of facilitating the recordation of this Agreement as herein provided and for other purposes, this Agreement may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original, and such counterparts shall constitute but one and the same instrument.

Section 11.03. Limitation on Rights of Certificateholders.

(a) The death or incapacity of any Certificateholder shall not operate to terminate this Agreement or the Trust Fund, nor entitle such Certificateholder's legal representatives or heirs to claim an accounting or to take any action or proceeding in any court for a partition or winding up of the Trust Fund, nor otherwise affect the rights, obligations and liabilities of any of the parties hereto.

(b) No Certificateholder shall have any right to vote (except as expressly provided herein) or in any manner otherwise control the operation and management of the Trust Fund, or the obligations of the parties hereto, nor shall anything herein set forth, or contained in the terms of the Certificates, be construed so as to constitute the Certificateholders from time to time as partners or members of an association; nor shall any Certificateholder be under any liability to any third person by reason of any action taken by the parties to this Agreement pursuant to any provision hereof.

(c) No Certificateholder shall have any right by virtue of any provision of this Agreement to institute any suit, action or proceeding in equity or at law upon or under or with respect to this Agreement, unless such Holder previously shall have given to the Trustee a written notice of default and of the continuance thereof, as hereinbefore provided, and unless also the Holders of Certificates of any Class evidencing in the aggregate not less than 25% of the related Percentage Interests of such Class, shall have made written request upon the Trustee to institute such action, suit or proceeding in its own name as Trustee hereunder and

shall have offered to the Trustee such reasonable indemnity as it may require against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee, for 60 days after its receipt of such notice, request and offer of indemnity, shall have neglected or refused to institute any such action, suit or proceeding it being understood and intended, and being expressly covenanted by each Certificateholder with every other Certificateholder and the Trustee, that no one or more Holders of Certificates of any Class shall have any right in any manner whatever by virtue of any provision of this Agreement to affect, disturb or prejudice the rights of the Holders of any other of such Certificates of such Class or any other Class, or to obtain or seek to obtain priority over or preference to any other such Holder, or to enforce any right under this Agreement, except in the manner herein provided and for the common benefit of Certificateholders of such Class or all Classes, as the case may be. For the protection and enforcement of the provisions of this Section 11.03, each and every Certificateholder and the Trustee shall be entitled to such relief as can be given either at law or in equity.

Section 11.04. Governing Law.

This agreement and the Certificates shall be governed by and 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 11.05. Notices.

All demands and notices hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by registered mail, postage prepaid (except for notices to the Trustee which shall be deemed to have been duly given only when received), to (a) in the case of the Company, 8400 Normandale Lake Boulevard, Suite 700, Minneapolis, Minnesota 55437, Attention: President, or such other address as may hereafter be furnished to the Master Servicer and the Trustee in writing by the Company, (b) in the case of the Master Servicer, 8400 Normandale Lake

Boulevard,
Suite 700, Minneapolis, Minnesota 55437, Attention: Investor
Relations, Series 1995-S8 or such other address as may be
hereafter
furnished to the Company and the Trustee by the Master Servicer
in
writing, (c) in the case of the Trustee, One First National
Plaza,
Suite 0126, Chicago, Illinois 60670-0126, Attention: Residential
Funding Corporation Series 1995-S8 or such other address as may
hereafter be furnished to the Company and the Master Servicer in
writing by the Trustee, (d) in the case of Fitch, One State
Street
Plaza, New York, New York 10004, Attention: MBS Monitoring or
such
other address as may hereafter be furnished to the Company, the
Trustee and the Master Servicer in writing by Fitch, (e) in the
case
of Standard & Poor's, 25 Broadway, New York, New York 10004 or
such
other address as may be hereafter furnished in writing by
Standard
& Poor's, and (f) in the case of the Underwriter, 140 Broadway,
New
York, New York 10005, or such other addresses as may be
hereafter
furnished to the Company, Trustee, and Master Servicer by the
Underwriter. Any notice required or permitted to be mailed to a
Certificateholder shall be given by first class mail, postage
prepaid, at the address of such holder as shown in the
Certificate
Register. Any notice so mailed within the time prescribed in
this
Agreement shall be conclusively presumed to have been duly given,
whether or not the Certificateholder receives such notice.

Section 11.06. Notices to Rating Agency.

The Company, the Master Servicer or the Trustee, as
applicable, shall notify each Rating Agency and the Subservicer
at
such time as it is otherwise required pursuant to this Agreement
to
give notice of the occurrence of, any of the events described in
clause (a), (b), (c), (d), (g), (h), (i) or (j) below or provide
a
copy to each Rating Agency at such time as otherwise required to
be
delivered pursuant to this Agreement of any of the statements
described in clauses (e) and (f) below:

- (a) a material change or amendment to this Agreement,
- (b) the occurrence of an Event of Default,
- (c) the termination or appointment of a successor Master Servicer or Trustee or a change in the majority ownership of the Trustee,
- (d) the filing of any claim under the Master Servicer's blanket fidelity bond and the errors and omissions insurance policy required by Section 3.12 or the cancellation or modification of coverage under any such instrument,
- (e) the statement required to be delivered to the Holders of each Class of Certificates pursuant to Section 4.03,
- (f) the statements required to be delivered pursuant to Sections 3.18 and 3.19,
- (g) a change in the location of the Custodial Account or the Certificate Account,
- (h) the occurrence of any monthly cash flow shortfall to the Holders of any Class of Certificates resulting from the failure by the Master Servicer to make an Advance pursuant to Section 4.04,
- (i) the occurrence of the Final Distribution Date, and
- (j) the repurchase of or substitution for any Mortgage Loan,

provided, however, that with respect to notice of the occurrence of the events described in clauses (d), (g) or (h) above, the Master Servicer shall provide prompt written notice to each Rating Agency and the Subservicer of any such event known to the Master Servicer.

Section 11.07. 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 of the Certificates or the rights of the Holders thereof.

Section 11.08. Supplemental Provisions for Resecuritization.

This Agreement may be supplemented by means of the addition of a separate Article hereto (a "Supplemental Article") for the purpose of resecuritizing any of the Certificates issued hereunder, under the following circumstances. With respect to any Class or Classes of Certificates issued hereunder, or any portion of any such Class, as to which the Company or any of its Affiliates (or any designee thereof) is the registered Holder (the "Resecuritized Certificates"), the Company may deposit such Resecuritized Certificates into a new REMIC, grantor trust or custodial arrangement (a "Restructuring Vehicle") to be held by the Trustee pursuant to a Supplemental Article. The instrument adopting such Supplemental Article shall be executed by the Company, the Master Servicer and the Trustee; provided, that neither the Master Servicer nor the Trustee shall withhold their consent thereto if their respective interests would not be materially adversely affected thereby. To the extent that the terms of the Supplemental Article do not in any way affect any provisions of this Agreement as to any of the Certificates initially issued hereunder, the adoption of the Supplemental Article shall not constitute an "amendment" of this Agreement subject to the requirements of Section 11.01.

Each Supplemental Article shall set forth all necessary provisions relating to the holding of the Resecuritized Certificates by the Trustee, the establishment of the Restructuring Vehicle, the issuing of various classes of new certificates by the Restructuring Vehicle and the distributions to be made thereon, and any other provisions necessary to the purposes thereof. In connection with each Supplemental Article, the Company shall deliver to the Trustee an Opinion of Counsel to the effect that (i) the Restructuring

Vehicle will qualify as a REMIC, grantor trust or other entity not subject to taxation for federal income tax purposes and (ii) the adoption of the Supplemental Article will not endanger the status of either REMIC I or REMIC II as a REMIC or result in the imposition of a tax upon either REMIC I or REMIC II (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 as set forth in Section 860(G)(d) of the Code).

IN WITNESS WHEREOF, the Company, the Master Servicer and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective seals, duly attested, to be hereunto affixed, all as of the day and year first above written.

RESIDENTIAL FUNDING MORTGAGE
SECURITIES I, INC.

[Seal]

By:
Name: Bruce J. Legan
Title: Director

Attest:
Name: Diane Wold
Title: Director

RESIDENTIAL FUNDING CORPORATION

[Seal]

By:

Name: Diane Wold
Title: Director

Attest:
Name: Bruce J. Legan
Title: Director

THE FIRST NATIONAL BANK OF
CHICAGO, as Trustee

[Seal]

By:
Name:
Title:

Attest:
Name:
Title:

STATE OF MINNESOTA)
) ss.:
COUNTY OF)

On the ____ day of May, 1995 before me, a notary public in and for said State, personally appeared Jill M. Davis, known to me to be a Vice President of Residential Funding Mortgage Securities I, Inc., one of the corporations that executed the within instrument, and also known to me to be the person who executed it on behalf of said corporation, and acknowledged to me that such corporation executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public

[Notarial Seal]

STATE OF MINNESOTA)
) ss.:
COUNTY OF)

On the ____ day of May, 1995 before me, a notary public in and for said State, personally appeared Diane Wold, known to me to be a Director of Residential Funding Corporation, one of the corporations that executed the within instrument, and also known to me to be the person who executed it on behalf of said corporation, and acknowledged to me that such corporation executed the within

instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public

[Notarial Seal]

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of May, 1995 before me, a notary public in and for said State, personally appeared _____, known to me to be a(n) _____ of The First National Bank of Chicago, the national banking association that executed the within instrument, and also known to me to be the person who executed it on behalf of said association, and acknowledged to me that such association executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public

[Notarial Seal]

EXHIBIT A

FORM OF CLASS A _____ CERTIFICATE

SOLELY FOR U.S. FEDERAL INCOME TAX PURPOSES, THIS CERTIFICATE IS A "REGULAR INTEREST" IN A "REAL ESTATE MORTGAGE INVESTMENT CONDUIT," AS THOSE TERMS ARE DEFINED, RESPECTIVELY, IN SECTIONS

[THIS CERTIFICATE IS SUBORDINATED IN RIGHT OF PAYMENT TO THE CLASS A ___ CERTIFICATES AS DESCRIBED IN THE POOLING AND SERVICING AGREEMENT (AS DEFINED BELOW).]

[THE FOLLOWING INFORMATION IS PROVIDED SOLELY FOR THE PURPOSES OF APPLYING THE U.S. FEDERAL INCOME TAX ORIGINAL ISSUE DISCOUNT ("OID") RULES TO THIS CERTIFICATE. THE ISSUE DATE OF THIS CERTIFICATE IS MAY 30, 1995. ASSUMING THAT THE MORTGAGE LOANS PREPAY AT 200% OF THE STANDARD PREPAYMENT ASSUMPTION (AS DESCRIBED IN THE PROSPECTUS SUPPLEMENT), [AND ASSUMING A CONSTANT PASS-THROUGH RATE EQUAL TO THE INITIAL PASS-THROUGH RATE,] THIS CERTIFICATE HAS BEEN ISSUED WITH NO MORE THAN \$_____ OF OID PER [\$1,000] [\$100,000] OF [INITIAL CERTIFICATE PRINCIPAL BALANCE] [NOTIONAL AMOUNT], THE YIELD TO MATURITY IS ___% AND THE AMOUNT OF OID ATTRIBUTABLE TO THE INITIAL ACCRUAL PERIOD IS NO MORE THAN \$_____ PER [\$1,000] [\$100,000] OF [INITIAL CERTIFICATE PRINCIPAL BALANCE] [NOTIONAL AMOUNT], COMPUTED USING THE APPROXIMATE METHOD. NO REPRESENTATION IS MADE THAT THE MORTGAGE LOANS WILL PREPAY AT A RATE BASED ON THE STANDARD PREPAYMENT ASSUMPTION OR AT ANY OTHER RATE OR AS TO THE CONSTANCY OF THE PASS-THROUGH RATE.]

Certificate No. _____	[___%] [Variable]
	Pass-Through Rate
Class A-__ Senior	[___%] [Initial]
	Pass-Through Rate
	[based on a Notional
	Amount]
Date of Pooling and Servicing Agreement and Cut-off Date:	[Percentage Interest:
May 1, 1995	___%]
	Aggregate [Initial
	Certificate Principal
	Balance]
First Distribution Date:	[Notional Amount] of the
	Class A-__ Certificates:

June 26, 1995

\$ _____]

Master Servicer: [Initial] [Certificate Principal
Residential Funding Corporation Balance]
[Notional Amount] of this

Certificate:
\$ _____]

Assumed Final Distribution Date:
June 25, 2025 CUSIP _____ - _____

MORTGAGE PASS-THROUGH CERTIFICATE
SERIES 1995-S8

evidencing a percentage interest in the distributions allocable to the Class A-__ Certificates with respect to a Trust Fund consisting primarily of a pool of conventional one- to four-family fixed interest rate first mortgage loans formed and sold by RESIDENTIAL FUNDING MORTGAGE SECURITIES I, INC.

This Certificate is payable solely from the assets of REMIC I and/or REMIC II, and does not represent an obligation of or interest in Residential Funding Mortgage Securities I, Inc., the Master Servicer, the Trustee referred to below or GMAC Mortgage Corporation or any of their affiliates. Neither this Certificate nor the underlying Mortgage Loans are guaranteed or insured by any governmental agency or instrumentality or by Residential Funding Mortgage Securities I, Inc., the Master Servicer, the Trustee or GMAC Mortgage Corporation or any of their affiliates. [None of the Company, the Master Servicer, GMAC Mortgage Corporation 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 _____ is the registered owner of the Percentage Interest evidenced by this Certificate [(obtained by dividing the Initial Certificate Principal Balance of this Certificate by the aggregate Initial Certificate Principal Balance of all Class A-__ Certificates, both as specified above)] in certain distributions with respect to REMIC I and/or REMIC II consisting primarily of a pool of conventional one- to four-family fixed interest rate first mortgage loans (the "Mortgage

Loans"), formed and sold by Residential Funding Mortgage Securities I, Inc. (hereinafter called the "Company," which term includes any successor entity under the Agreement referred to below). REMIC I and/or REMIC II was created pursuant to a Pooling and Servicing Agreement dated as specified above (the "Agreement") among the Company, the Master Servicer and The First National Bank of Chicago, as trustee (the "Trustee"), a summary of certain of the pertinent provisions of which is set forth hereafter. To the extent not defined herein, the capitalized terms used herein have the meanings assigned in the Agreement. This Certificate is issued under and is subject to the terms, provisions and conditions of the Agreement, to which Agreement the Holder of this Certificate by virtue of the acceptance hereof assents and by which such Holder is bound.

Pursuant to the terms of the Agreement, a distribution will be made on the 25th day of each month or, if such 25th day is not a Business Day, the Business Day immediately following (the "Distribution Date"), commencing as described in the Agreement, 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"), from the Available Distribution Amount in an amount equal to the product of the Percentage Interest evidenced by this Certificate and the amount [(of interest and principal, if any)] required to be distributed to Holders of Class A-__ Certificates on such Distribution Date. [The Notional Amount of the Class A-8 Certificates as of any date of determination is equal to the aggregate Certificate Principal Balance of all Classes of Certificates.] [The Notional Amount of the Class A-6 Certificates as of any date of determination is equal to (a) the product of 0.35% and the Certificate Principal Balance of the Class A-1 Certificates as of such date divided by (b) 8.00%.] [The [Class A-6] [Class A-8] Certificates have no Certificate Principal Balance.]

Distributions on this Certificate will be made either by the Master Servicer acting on behalf of the Trustee or by a Paying Agent appointed by the Trustee in immediately

available funds (by wire transfer or otherwise) for the account of the Person entitled thereto if such Person shall have so notified the Master Servicer or such Paying Agent, or by check mailed to the address of the Person entitled thereto, as such name and address shall appear on the Certificate Register.

Notwithstanding the above, the final distribution on this Certificate will be made after due notice of the pendency of such distribution and only upon presentation and surrender of this Certificate at the office or agency appointed by the Trustee for that purpose in the City and State of New York. [The Initial Certificate Principal Balance of this Certificate is set forth above. The Certificate Principal Balance hereof will be reduced to the extent of distributions allocable to principal and any Realized Losses allocable hereto.]

This Certificate is one of a duly authorized issue of Certificates issued in several Classes designated as Mortgage Pass-Through Certificates of the Series specified hereon (herein collectively called the "Certificates").

The Certificates are limited in right of payment to certain collections and recoveries respecting the Mortgage Loans, all as more specifically set forth herein and in the Agreement. In the event Master Servicer funds are advanced with respect to any Mortgage Loan, such advance is reimbursable to the Master Servicer, to the extent provided in the Agreement, from related recoveries on such Mortgage Loan or from other cash that would have been distributable to Certificateholders.

As provided in the Agreement, withdrawals from the Custodial Account and/or the Certificate Account created for the benefit of Certificateholders may be made by the Master Servicer from time to time for purposes other than distributions to Certificateholders, such purposes including without limitation reimbursement to the Company and the Master Servicer of advances made, or certain expenses incurred, by either of them.

The Agreement permits, with certain exceptions therein provided, the amendment of the Agreement and the modification of the rights and

obligations of the Company, the Master Servicer and the Trustee and the rights of the Certificateholders under the Agreement at any time by the Company, the Master Servicer and the Trustee with the consent of the Holders of Certificates evidencing in the aggregate not less than 66% of the Percentage Interests of each Class of Certificates affected thereby. Any such consent by the Holder of this Certificate shall be conclusive and binding on such Holder and upon all future holders of this Certificate and of any Certificate issued upon the transfer hereof or in exchange herefor or in lieu hereof whether or not notation of such consent is made upon the Certificate. The Agreement also permits the amendment thereof in certain circumstances without the consent of the Holders of any of the Certificates and, in certain additional circumstances, without the consent of the Holders of certain Classes of Certificates.

As provided in the Agreement and subject to certain limitations therein set forth, the transfer of this Certificate is registrable in the Certificate Register upon surrender of this Certificate for registration of transfer at the offices or agencies appointed by the Trustee in the City and State of New York, duly endorsed by, or accompanied by an assignment in the form below or other written instrument of transfer in form satisfactory to the Trustee and the Certificate Registrar duly executed by the Holder hereof or such Holder'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 or transferees.

The Certificates are issuable only as registered Certificates without coupons in Classes and in denominations specified in the Agreement. As provided in the Agreement and subject to certain limitations therein set forth, Certificates are exchangeable for new Certificates of authorized denominations evidencing the same Class and aggregate Percentage Interest, as requested by the Holder surrendering the same.

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

This Certificate shall be governed by and construed in accordance with the laws of the State of New York.

The obligations created by the Agreement in respect of the Certificates and REMIC I and/or REMIC II created thereby shall terminate upon the payment to Certificateholders of all amounts held by or on behalf of the Trustee and required to be paid to them pursuant to the Agreement following the earlier of (i) the maturity or other liquidation of the last Mortgage Loan subject thereto or the disposition of all property acquired upon foreclosure or deed in lieu of foreclosure of any Mortgage Loan and (ii) the purchase by the Master Servicer or the Company from REMIC I and/or REMIC II of all remaining Mortgage Loans and all property acquired in respect of such Mortgage Loans, thereby effecting early retirement of the Certificates. The Agreement permits, but does not require, the Master Servicer or the Company to (i) purchase at a price determined as provided in the Agreement all remaining Mortgage Loans and all property acquired in respect of any Mortgage Loan or (ii) purchase in whole, but not in part, all of the Certificates from the Holders thereof; provided, that any such option may only be exercised if the Pool Stated Principal Balance of the Mortgage Loans as of the Distribution Date upon which the proceeds of any such purchase are distributed is less than ten percent of the Cut-off Date Principal Balance of the Mortgage Loans.

Reference is hereby made to the further provisions of this Certificate set forth on the reverse hereof, which further provisions shall for

all purposes have the same effect
as if set forth at this place.

Unless the certificate of authentication hereon
has been executed by the
Certificate Registrar, by manual signature, this Certificate
shall not be entitled to any benefit
under the Agreement or be valid for any purpose.

IN WITNESS WHEREOF, the Trustee has caused this
Certificate to be duly
executed.

Dated: _____, 199__
CHICAGO,

THE FIRST NATIONAL BANK OF

as Trustee

By:

Authorized Signatory

CERTIFICATE OF AUTHENTICATION

This is one of the Class A-__ Certificates
referred to in the within-mentioned
Agreement.

CHICAGO,

THE FIRST NATIONAL BANK OF

as Certificate Registrar

By:

Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sell(s),
assign(s) and transfer(s) unto

(Please print or typewrite name, address including postal zip code, and Taxpayer Identification Number of assignee)

a Percentage Interest equal to ____% evidenced by the within Mortgage Pass-Through Certificate and hereby authorize(s) the registration of transfer of such interest to assignee on the Certificate Register of REMIC I and/or REMIC II.

I (we) further direct the Certificate Registrar to issue a new Certificate of a like Percentage Interest and Class to the above named assignee and deliver such Certificate to the following address:

_____.

Dated:

Signature by or on behalf of assignor

Signature Guaranteed

DISTRIBUTION INSTRUCTIONS

The assignee should include the following for purposes of distribution:

Distributions shall be made, by wire transfer or otherwise, in immediately available funds to

_____ for the account

of

account number _____,
or, if mailed by check, to _____
_____.

Applicable statements should be mailed to
_____. This information
is provided by
_____, the assignee
named above, or
_____, as its agent.

EXHIBIT B

FORM OF CLASS M- ___ CERTIFICATE

THIS CERTIFICATE IS SUBORDINATED IN RIGHT OF PAYMENT TO THE CLASS
A CERTIFICATES AND CLASS R
CERTIFICATES [AND CLASS M-1 CERTIFICATES] AS DESCRIBED IN THE
AGREEMENT (AS DEFINED BELOW).

SOLELY FOR U.S. FEDERAL INCOME TAX PURPOSES, THIS CERTIFICATE 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").

NO TRANSFER OF THIS CERTIFICATE MAY BE MADE TO AN EMPLOYEE
BENEFIT PLAN OR OTHER PLAN SUBJECT TO
THE PROHIBITED TRANSACTION PROVISIONS OF THE EMPLOYEE RETIREMENT
INCOME SECURITY ACT OF 1974, AS
AMENDED, OR SECTION 4975 OF THE CODE, UNLESS THE TRANSFEREE
PROVIDES AN OPINION OF COUNSEL
SATISFACTORY TO THE MASTER SERVICER, THE COMPANY AND THE TRUSTEE
THAT THE PURCHASE OF THIS
CERTIFICATE BY, ON BEHALF OF OR WITH "PLAN ASSETS" OF SUCH PLAN
IS PERMISSIBLE UNDER APPLICABLE
LAW, WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED
TRANSACTION AND WILL NOT SUBJECT THE
MASTER SERVICER, THE COMPANY OR THE TRUSTEE TO ANY OBLIGATION IN
ADDITION TO THOSE UNDERTAKEN IN
THE AGREEMENT.

[THE FOLLOWING INFORMATION IS PROVIDED SOLELY FOR THE PURPOSES OF
APPLYING THE U.S. FEDERAL INCOME
TAX ORIGINAL ISSUE DISCOUNT ("OID") RULES TO THIS CERTIFICATE.
THE ISSUE DATE OF THIS
CERTIFICATE IS MAY 30, 1995. ASSUMING THAT THE MORTGAGE LOANS
PREPAY AT 200% OF THE STANDARD

PREPAYMENT ASSUMPTION (AS DESCRIBED IN THE PROSPECTUS SUPPLEMENT), THIS CERTIFICATE HAS BEEN ISSUED WITH NO MORE THAN \$ _____ OF OID PER \$1,000 OF INITIAL CERTIFICATE PRINCIPAL BALANCE, THE YIELD TO MATURITY IS _____ % AND THE AMOUNT OF OID ATTRIBUTABLE TO THE INITIAL ACCRUAL PERIOD IS NO MORE THAN \$ _____ PER \$1,000 OF INITIAL CERTIFICATE PRINCIPAL BALANCE, COMPUTED UNDER THE APPROXIMATE METHOD. NO REPRESENTATION IS MADE THAT THE MORTGAGE LOANS WILL PREPAY AT A RATE BASED ON THE STANDARD PREPAYMENT ASSUMPTION OR AT ANY OTHER RATE.]

Certificate No. _____ % Pass-Through

Rate

Class M- Subordinate Aggregate Certificate

Principal Balance of the Class M

Certificates:

Date of Pooling and Servicing Agreement and Cut-off Date: \$ _____

May 1, 1995 Initial Certificate Principal

Balance of this Certificate:

First Distribution Date: \$ _____

June 26, 1995

CUSIP: _____ - _____

Master Servicer: Residential Funding Corporation

Assumed Final Distribution Date: June 25, 2025

MORTGAGE PASS-THROUGH CERTIFICATE, SERIES 1995-S8

evidencing a percentage interest in any distributions allocable to the Class M-__ Certificates with respect to REMIC I and/or REMIC II consisting primarily of a pool of conventional one- to four-family fixed interest rate first mortgage loans formed and sold by

RESIDENTIAL FUNDING MORTGAGE SECURITIES I, INC.

This Certificate is payable solely from the assets of REMIC I and/or REMIC II, and does not represent an obligation of or interest in Residential Funding Mortgage Securities I,

Inc., the Master Servicer, the Trustee referred to below or GMAC Mortgage Corporation or any of their affiliates. Neither this Certificate nor the underlying Mortgage Loans are guaranteed or insured by any governmental agency or instrumentality or by Residential Funding Mortgage Securities I, Inc., the Master Servicer, the Trustee or GMAC Mortgage Corporation or any of their affiliates.

[None of the Company, the Master Servicer, GMAC Mortgage Corporation 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 _____ is the registered owner of the Percentage Interest evidenced by this Certificate (obtained by dividing the Certificate Principal Balance of this Certificate by the aggregate Certificate Principal Balance of all Class M-___ Certificates, both as specified above) in certain distributions with respect to a Trust Fund consisting primarily of a pool of conventional one- to four-family fixed interest rate first mortgage loans (the "Mortgage Loans"), formed and sold by Residential Funding Mortgage Securities I, Inc. (hereinafter called the "Company," which term includes any successor entity under the Agreement referred to below). REMIC I and/or REMIC II was created pursuant to a Pooling and Servicing Agreement dated as specified above (the "Agreement") among the Company, the Master Servicer and The First National Bank of Chicago, as trustee (the "Trustee"), a summary of certain of the pertinent provisions of which is set forth hereafter. To the extent not defined herein, the capitalized terms used herein have the meanings assigned in the Agreement. This Certificate is issued under and is subject to the terms, provisions and conditions of the Agreement, to which Agreement the Holder of this Certificate by virtue of the acceptance hereof assents and by which such Holder is bound.

Pursuant to the terms of the Agreement, a distribution will be made on the 25th day of each month or, if such 25th day is not a Business Day, the Business Day immediately following (the "Distribution Date"), commencing as described in the Agreement, 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"), from the Available Distribution Amount in an amount equal to the product of the Percentage Interest evidenced by this Certificate and the amount (of interest and principal, if any) required to be distributed to Holders of Class M-__ Certificates on such Distribution Date.

Distributions on this Certificate will be made either by the Master Servicer acting on behalf of the Trustee or by a Paying Agent appointed by the Trustee in immediately available funds (by wire transfer or otherwise) for the account of the Person entitled thereto if such Person shall have so notified the Master Servicer or such Paying Agent, or by check mailed to the address of the Person entitled thereto, as such name and address shall appear on the Certificate Register.

Notwithstanding the above, the final distribution on this Certificate will be made after due notice of the pendency of such distribution and only upon presentation and surrender of this Certificate at the office or agency appointed by the Trustee for that purpose in the City and State of New York. The Initial Certificate Principal Balance of this Certificate is set forth above. The Certificate Principal Balance hereof will be reduced to the extent of the distributions allocable to principal and any Realized Losses allocable hereto.

This Certificate is one of a duly authorized issue of Certificates issued in several Classes designated as Mortgage Pass-Through Certificates of the Series specified hereon (herein collectively called the "Certificates").

The Certificates are limited in right of payment to certain collections and recoveries respecting the Mortgage Loans, all as more specifically set forth herein and in the Agreement. In the event Master Servicer funds are advanced with respect to any Mortgage Loan, such advance is reimbursable to the Master Servicer, to the extent provided in the Agreement, from related recoveries on such Mortgage Loan or from other cash that would have been distributable to

Certificateholders.

As provided in the Agreement, withdrawals from the Custodial Account and/or the Certificate Account created for the benefit of Certificateholders may be made by the Master Servicer from time to time for purposes other than distributions to Certificateholders, such purposes including without limitation reimbursement to the Company and the Master Servicer of advances made, or certain expenses incurred, by either of them.

The Agreement permits, with certain exceptions therein provided, the amendment of the Agreement and the modification of the rights and obligations of the Company, the Master Servicer and the Trustee and the rights of the Certificateholders under the Agreement at any time by the Company, the Master Servicer and the Trustee with the consent of the Holders of Certificates evidencing in the aggregate not less than 66% of the Percentage Interests of each Class of Certificates affected thereby. Any such consent by the Holder of this Certificate shall be conclusive and binding on such Holder and upon all future holders of this Certificate and of any Certificate issued upon the transfer hereof or in exchange herefor or in lieu hereof whether or not notation of such consent is made upon the Certificate. The Agreement also permits the amendment thereof in certain circumstances without the consent of the Holders of any of the Certificates and, in certain additional circumstances, without the consent of the Holders of certain Classes of Certificates.

As provided in the Agreement and subject to certain limitations therein set forth, the transfer of this Certificate is registrable in the Certificate Register upon surrender of this Certificate for registration of transfer at the offices or agencies appointed by the Trustee in the City and State of New York, duly endorsed by, or accompanied by an assignment in the form below or other written instrument of transfer in form satisfactory to the Trustee and the Certificate Registrar duly executed by the Holder hereof or such Holder'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 or

transferees.

The Certificates are issuable only as registered Certificates without coupons in Classes and in denominations specified in the Agreement. As provided in the Agreement and subject to certain limitations therein set forth, Certificates are exchangeable for new Certificates of authorized denominations evidencing the same Class and aggregate Percentage Interest, as requested by the Holder surrendering the same.

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

This Certificate shall be governed by and construed in accordance with the laws of the State of New York.

The obligations created by the Agreement in respect of the Certificates and REMIC I and/or REMIC II created thereby shall terminate upon the payment to Certificateholders of all amounts held by or on behalf of the Trustee and required to be paid to them pursuant to the Agreement following the earlier of (i) the maturity or other liquidation of the last Mortgage Loan subject thereto or the disposition of all property acquired upon foreclosure or deed in lieu of foreclosure of any Mortgage Loan and (ii) the purchase by the Master Servicer or the Company from REMIC I and/or REMIC II of all remaining Mortgage Loans and all property acquired in respect of such Mortgage Loans, thereby effecting early retirement of the Certificates. The Agreement permits, but does not require, the Master Servicer or the Company to (i) purchase at a price determined as provided in the Agreement all remaining Mortgage

Loans and all property acquired in respect of any Mortgage Loan or (ii) purchase in whole, but not in part, all of the Certificates from the Holders thereof; provided, that any such option may only be exercised if the Pool Stated Principal Balance of the Mortgage Loans as of the Distribution Date upon which the proceeds of any such purchase are distributed is less than ten percent of the Cut-off Date Principal Balance of the Mortgage Loans.

Unless the certificate of authentication hereon has been executed by the Certificate Registrar, by manual signature, this Certificate shall not be entitled to any benefit under the Agreement or be valid for any purpose.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be duly executed.

Dated:
CHICAGO,

THE FIRST NATIONAL BANK OF
as Trustee

By:

Authorized Signatory

CERTIFICATE OF AUTHENTICATION

This is one of the Class M-__ Certificates referred to in the within-mentioned Agreement.

CHICAGO, THE FIRST NATIONAL BANK OF as Certificate Registrar

By:

Authorized Signatory ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

(Please print or typewrite name, address including postal zip code, and Taxpayer Identification Number of assignee)

a Percentage Interest equal to ____% evidenced by the within Mortgage Pass-Through Certificate and hereby authorize(s) the registration of transfer of such interest to assignee on the Certificate Register of REMIC I and/or REMIC II.

I (we) further direct the Certificate Registrar to issue a new Certificate of a like Percentage Interest and Class to the above named assignee and deliver such Certificate to the following address:

Dated:

Signature by or on behalf of assignor

Signature Guaranteed

DISTRIBUTION INSTRUCTIONS

The assignee should include the following for purposes of distribution:

Distributions shall be made, by wire transfer or otherwise, in immediately available funds to

_____ for the account of _____ account number _____, or, if mailed by check, to _____.

Applicable statements should be mailed to _____. This information is provided by _____, the assignee named above, or _____, as its agent.

EXHIBIT C

FORM OF CLASS B ____ CERTIFICATE

THIS CERTIFICATE IS SUBORDINATED IN RIGHT OF PAYMENT TO THE CLASS A CERTIFICATES, CLASS R CERTIFICATES AND CLASS M CERTIFICATES [AND CLASS B ____ CERTIFICATES] AS DESCRIBED IN THE AGREEMENT (AS DEFINED HEREIN).

THIS 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 LAWS OR IS SOLD OR TRANSFERRED IN TRANSACTIONS WHICH ARE EXEMPT FROM REGISTRATION UNDER SUCH ACT AND UNDER APPLICABLE STATE LAW AND IS TRANSFERRED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 5.02 OF THE AGREEMENT.

NO TRANSFER OF THIS CERTIFICATE MAY BE MADE TO AN EMPLOYEE BENEFIT PLAN OR OTHER PLAN SUBJECT TO THE PROHIBITED TRANSACTION PROVISIONS OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED, OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986 (THE "CODE") UNLESS THE TRANSFEREE PROVIDES AN OPINION OF COUNSEL SATISFACTORY TO THE MASTER SERVICER, THE COMPANY AND THE TRUSTEE THAT THE PURCHASE OF THIS CERTIFICATE BY, ON BEHALF OF OR WITH "PLAN ASSETS" OF SUCH PLAN IS PERMISSIBLE UNDER APPLICABLE LAW, WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION AND WILL NOT SUBJECT THE MASTER SERVICER, THE COMPANY OR THE TRUSTEE TO ANY OBLIGATION IN ADDITION TO THOSE UNDERTAKEN IN THE AGREEMENT.

SOLELY FOR U.S. FEDERAL INCOME TAX PURPOSES, THIS CERTIFICATE IS A "REGULAR INTEREST" IN A "REAL ESTATE MORTGAGE INVESTMENT CONDUIT," AS THOSE TERMS ARE DEFINED, RESPECTIVELY, IN SECTIONS 860G AND 860D OF THE CODE. THE FOLLOWING INFORMATION IS PROVIDED SOLELY FOR THE PURPOSES OF APPLYING THE U.S. FEDERAL INCOME TAX ORIGINAL ISSUE DISCOUNT ("OID") RULES TO THIS CERTIFICATE. THE ISSUE DATE OF THIS CERTIFICATE IS MAY 30, 1995. ASSUMING THAT THE MORTGAGE LOANS PREPAY AT 200% OF THE STANDARD PREPAYMENT ASSUMPTION (AS DESCRIBED IN THE PROSPECTUS SUPPLEMENT), THIS CERTIFICATE HAS BEEN ISSUED WITH NO MORE THAN \$ ___ OF OID PER \$1,000 OF INITIAL CERTIFICATE PRINCIPAL BALANCE, THE YIELD TO MATURITY IS ___% AND THE AMOUNT OF OID ATTRIBUTABLE TO THE INITIAL ACCRUAL PERIOD IS NO MORE THAN \$ ___ PER \$1,000 OF INITIAL CERTIFICATE PRINCIPAL BALANCE, COMPUTED UNDER THE APPROXIMATE METHOD. NO REPRESENTATION IS MADE THAT THE MORTGAGE LOANS WILL PREPAY AT A RATE BASED ON THE STANDARD PREPAYMENT ASSUMPTION OR AT ANY OTHER RATE.

Certificate No. ___ % Pass-Through

Rate

Class B ___ Subordinate

Aggregate Certificate

Principal Balance
of the Class B ___

Date of Pooling and Servicing
Agreement and Cut-off Date:
May 1, 1995

Certificates
as of the Cut-off Date:
\$ _____

Initial Certificate

First Distribution Date:
June 26, 1995

Principal Balance
of this Certificate:
\$ _____

Master Servicer:
Residential Funding Corporation

Assumed Final Distribution Date:
June 25, 2025

MORTGAGE PASS-THROUGH CERTIFICATE,
SERIES 1995-S8

evidencing a percentage interest in any distributions allocable to the Class B ___ Certificates with respect to REMIC I and/or REMIC II consisting primarily of a pool of conventional one- to four-family fixed interest rate first mortgage loans formed and sold by

RESIDENTIAL FUNDING MORTGAGE SECURITIES I, INC.

This Certificate is payable solely from the assets of REMIC I and/or REMIC II, and does not represent an obligation of or interest in Residential Funding Mortgage Securities I, Inc., the Master Servicer, the Trustee referred to below or GMAC Mortgage Corporation or any of their affiliates. Neither this Certificate nor the underlying Mortgage Loans are guaranteed or insured by any governmental agency or instrumentality or by Residential Funding Mortgage Securities I, Inc., the Master Servicer, the Trustee or GMAC Mortgage Corporation or any of their affiliates. None of the Company, the Master Servicer, GMAC Mortgage Corporation 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 _____ is the registered owner of the Percentage Interest evidenced by this Certificate (obtained by dividing the Certificate Principal Balance of this Certificate by the aggregate Certificate Principal Balance of all Class B ___ Certificates, both as specified above) in certain distributions with respect to a Trust Fund consisting primarily of a pool of conventional one- to four-family fixed interest rate first

mortgage loans (the "Mortgage Loans"), formed and sold by Residential Funding Mortgage Securities I, Inc. (hereinafter called the "Company," which term includes any successor entity under the Agreement referred to below). REMIC I and/or REMIC II was created pursuant to a Pooling and Servicing Agreement dated as specified above (the "Agreement") among the Company, the Master Servicer and The First National Bank of Chicago, as trustee (the "Trustee"), a summary of certain of the pertinent provisions of which is set forth hereafter. To the extent not defined herein, the capitalized terms used herein have the meanings assigned in the Agreement. This Certificate is issued under and is subject to the terms, provisions and conditions of the Agreement, to which Agreement the Holder of this Certificate by virtue of the acceptance hereof assents and by which such Holder is bound.

Pursuant to the terms of the Agreement, a distribution will be made on the 25th day of each month or, if such 25th day is not a Business Day, the Business Day immediately following (the "Distribution Date"), commencing on the first Distribution 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 next preceding the month of such distribution (the "Record Date"), from the Available Distribution Amount in an amount equal to the product of the Percentage Interest evidenced by this Certificate and the amount (of interest and principal, if any) required to be distributed to Holders of Class B __ Certificates on such Distribution Date.

Distributions on this Certificate will be made either by the Master Servicer acting on behalf of the Trustee or by a Paying Agent appointed by the Trustee in immediately available funds (by wire transfer or otherwise) for the account of the Person entitled thereto if such Person shall have so notified the Master Servicer or such Paying Agent, or by check mailed to the address of the Person entitled thereto, as such name and address shall appear on the Certificate Register.

Notwithstanding the above, the final

distribution on this Certificate will be made after due notice of the pendency of such distribution and only upon presentation and surrender of this Certificate at the office or agency appointed by the Trustee for that purpose in the City and State of New York. The Initial Certificate Principal Balance of this Certificate is set forth above. The Certificate Principal Balance hereof will be reduced to the extent of the distributions allocable to principal and any Realized Losses allocable hereto.

No transfer of this Class B __ Certificate will 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 that such a transfer is to be made, (i) the Trustee or the Company may require an opinion of counsel acceptable to and in form and substance satisfactory to the Trustee and the Company 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 of 1933, as amended, and of any applicable statute of any state and (ii) the transferee shall execute an investment letter in the form described by the Agreement. The Holder hereof desiring to effect such transfer shall, and does hereby agree to, indemnify the Trustee, the Company, the Master Servicer and the Certificate Registrar acting on behalf of the Trustee 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 Trustee will also require (i) a representation letter, in the form as described by the Agreement, stating that the transferee is not, and is not using "plan assets" of, 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 Code, or (ii) if such transferee is, or is using "plan assets" of, such a plan subject to ERISA, an opinion of counsel acceptable to and in form and substance satisfactory to the Trustee, the Company and the Master Servicer with respect to the permissibility of such transfer under applicable law and stating, among other things, that the transferee's acquisition of a Class B

Certificate will not constitute or result in a non-exempt prohibited transaction within the meaning of Section 406 of ERISA or Section 4975 of the Code.

This Certificate is one of a duly authorized issue of Certificates issued in several Classes designated as Mortgage Pass-Through Certificates of the Series specified hereon (herein collectively called the "Certificates").

The Certificates are limited in right of payment to certain collections and recoveries respecting the Mortgage Loans, all as more specifically set forth herein and in the Agreement. In the event Master Servicer funds are advanced with respect to any Mortgage Loan, such advance is reimbursable to the Master Servicer, to the extent provided in the Agreement, from related recoveries on such Mortgage Loan or from other cash that would have been distributable to Certificateholders.

As provided in the Agreement, withdrawals from the Custodial Account and/or the Certificate Account created for the benefit of Certificateholders may be made by the Master Servicer from time to time for purposes other than distributions to Certificateholders, such purposes including without limitation reimbursement to the Company and the Master Servicer of advances made, or certain expenses incurred, by either of them.

The Agreement permits, with certain exceptions therein provided, the amendment of the Agreement and the modification of the rights and obligations of the Company, the Master Servicer and the Trustee and the rights of the Certificateholders under the Agreement at any time by the Company, the Master Servicer and the Trustee with the consent of the Holders of Certificates evidencing in the aggregate not less than 66% of the Percentage Interests of each Class of Certificates affected thereby. Any such consent by the Holder of this Certificate shall be conclusive and binding on such Holder and upon all future holders of this Certificate and of any Certificate issued upon the transfer hereof or in exchange herefor or in lieu hereof whether or not notation of such consent is made upon the Certificate. The Agreement also permits the amendment thereof in certain circumstances without the consent of the

Holders of any of the Certificates and, in certain additional circumstances, without the consent of the Holders of certain Classes of Certificates.

As provided in the Agreement and subject to certain limitations therein set forth, the transfer of this Certificate is registrable in the Certificate Register upon surrender of this Certificate for registration of transfer at the offices or agencies appointed by the Trustee in the City and State of New York, duly endorsed by, or accompanied by an assignment in the form below or other written instrument of transfer in form satisfactory to the Trustee and the Certificate Registrar duly executed by the Holder hereof or such Holder'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 or transferees.

The Certificates are issuable only as registered Certificates without coupons in Classes and in denominations specified in the Agreement. As provided in the Agreement and subject to certain limitations therein set forth, Certificates are exchangeable for new Certificates of authorized denominations evidencing the same Class and aggregate Percentage Interest, as requested by the Holder surrendering the same.

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

This Certificate shall be governed by and construed in accordance with the

laws of the State of New York.

The obligations created by the Agreement in respect of the Certificates and REMIC I and/or REMIC II created thereby shall terminate upon the payment to Certificateholders of all amounts held by or on behalf of the Trustee and required to be paid to them pursuant to the Agreement following the earlier of (i) the maturity or other liquidation of the last Mortgage Loan subject thereto or the disposition of all property acquired upon foreclosure or deed in lieu of foreclosure of any Mortgage Loan and (ii) the purchase by the Master Servicer or the Company from REMIC I and/or REMIC II of all remaining Mortgage Loans and all property acquired in respect of such Mortgage Loans, thereby effecting early retirement of the Certificates. The Agreement permits, but does not require, the Master Servicer or the Company to (i) purchase at a price determined as provided in the Agreement all remaining Mortgage Loans and all property acquired in respect of any Mortgage Loan or (ii) purchase in whole, but not in part, all of the Certificates from the Holders thereof; provided, that any such option may only be exercised if the Pool Stated Principal Balance of the Mortgage Loans as of the Distribution Date upon which the proceeds of any such purchase are distributed is less than ten percent of the Cut-off Date Principal Balance of the Mortgage Loans.

Unless the certificate of authentication hereon has been executed by the Certificate Registrar, by manual signature, this Certificate shall not be entitled to any benefit under the Agreement or be valid for any purpose.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be duly executed.

Dated: _____, 199__
CHICAGO,

THE FIRST NATIONAL BANK OF

as Trustee

By:

Authorized Signatory

CERTIFICATE OF AUTHENTICATION

This is one of the Class B __ Certificates referred to in the within-mentioned Agreement.

CHICAGO,

THE FIRST NATIONAL BANK OF
as Certificate Registrar

By:

Authorized Signatory
ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

(Please print or typewrite name, address including postal zip code, and Taxpayer Identification Number of assignee)

a Percentage Interest equal to ____% evidenced by the within Mortgage Pass-Through Certificate and hereby authorize(s) the registration of transfer of such interest to assignee on the Certificate

Register of REMIC I and/or REMIC II.

I (we) further direct the Certificate Registrar to issue a new Certificate of a like Percentage Interest and Class to the above named assignee and deliver such Certificate to the following address:

_____.

Dated:

Signature by or on behalf of assignor

Signature Guaranteed

DISTRIBUTION INSTRUCTIONS

The assignee should include the following for purposes of distribution:

Distributions shall be made, by wire transfer or otherwise, in immediately available funds to

_____ for the account
of

_____ account number _____,
or, if mailed by check, to _____

_____.
Applicable statements should be mailed to _____.
This information is provided by _____, the assignee named above, or _____, as its agent.

EXHIBIT D

FORM OF CLASS R 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 AN EMPLOYEE BENEFIT PLAN OR OTHER PLAN SUBJECT TO THE PROHIBITED TRANSACTION PROVISIONS OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED, OR SECTION 4975 OF THE CODE, UNLESS THE TRANSFEREE PROVIDES AN OPINION OF COUNSEL SATISFACTORY TO THE MASTER SERVICER, THE COMPANY AND THE TRUSTEE THAT THE PURCHASE OF THIS CERTIFICATE BY, ON BEHALF OF OR WITH "PLAN ASSETS" OF SUCH PLAN IS PERMISSIBLE UNDER APPLICABLE LAW, WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION AND WILL NOT SUBJECT THE MASTER SERVICER, THE COMPANY OR THE TRUSTEE TO ANY OBLIGATION 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 MASTER 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 ANY 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 (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 AND (E) 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 REMIC I and/or REMIC II 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 (ANY SUCH PERSON DESCRIBED IN THE FOREGOING CLAUSES (A), (B), (C), (D) OR (E) BEING HEREIN REFERRED TO AS A "DISQUALIFIED ORGANIZATION") OR 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. THE TERMS "UNITED STATES," "STATE" AND "INTERNATIONAL ORGANIZATION" SHALL HAVE THE MEANINGS SET FORTH IN SECTION 7701 OF THE CODE OR SUCCESSOR PROVISIONS. 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. _____ % Pass-Through

Rate

Class [R-I] [R-II] Senior

Aggregate Initial

Certificate Principal
Balance of the Class

[R-I] [R-II]
Certificates:

Date of Pooling and Servicing
Agreement and Cut-off Date:

\$100.00

May 1, 1995

Initial Certificate

First Distribution Date:

June 26, 1995

Principal Balance
of this Certificate:
\$ _____

Master Servicer:

Residential Funding Corporation

Percentage Interest:
_____ %

CUSIP _____ - _____

Assumed Final Distribution Date:

June 25, 2025

MORTGAGE PASS-THROUGH CERTIFICATE,
SERIES 1995-S8

evidencing a percentage interest in any distributions allocable to the Class [R-I] [R-II] Certificates with respect to REMIC I. REMIC I is a part of a Trust Fund consisting primarily of a pool of conventional one- to four-family fixed interest rate first mortgage loans formed and sold by

RESIDENTIAL FUNDING MORTGAGE SECURITIES I, INC.

This Certificate is payable solely from the assets of REMIC I and/or REMIC II, and does not represent an obligation of or interest in Residential Funding Mortgage Securities I, Inc., the Master Servicer, the Trustee referred to below or GMAC Mortgage Corporation or any of their affiliates. Neither this Certificate nor the underlying Mortgage Loans are guaranteed or insured by any governmental agency or instrumentality or by Residential Funding Mortgage Securities I, Inc., the Master Servicer, the Trustee or GMAC Mortgage Corporation or any of their affiliates. None of the Company, the Master Servicer, GMAC Mortgage Corporation 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 _____ is the registered owner of the Percentage Interest evidenced by this Certificate (obtained by dividing the Initial Certificate Principal Balance of this Certificate by the aggregate Initial Certificate Principal Balance of all Class [R-I] [R-II] Certificates, both as specified above) in certain distributions with respect to a REMIC I. REMIC I is a part of a Trust Fund consisting

primarily of a pool of conventional one- to four-family fixed interest rate first mortgage loans (the "Mortgage Loans"), formed and sold by Residential Funding Mortgage Securities I, Inc. (hereinafter called the "Company," which term includes any successor entity under the Agreement referred to below). REMIC I and/or REMIC II was created pursuant to a Pooling and Servicing Agreement dated as specified above (the "Agreement") among the Company, the Master Servicer and The First National Bank of Chicago, as trustee (the "Trustee"), a summary of certain of the pertinent provisions of which is set forth hereafter. To the extent not defined herein, the capitalized terms used herein have the meanings assigned in the Agreement. This Certificate is issued under and is subject to the terms, provisions and conditions of the Agreement, to which Agreement the Holder of this Certificate by virtue of the acceptance hereof assents and by which such Holder is bound.

Pursuant to the terms of the Agreement, a distribution will be made on the 25th day of each month or, if such 25th day is not a Business Day, the Business Day immediately following (the "Distribution Date"), commencing as described in the Agreement, 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"), from the Available Distribution Amount in an amount equal to the product of the Percentage Interest evidenced by this Certificate and the amount (of interest and principal, if any) required to be distributed to Holders of Class [R-I] [R-II] Certificates on such Distribution Date.

Each Holder 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 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 Company will have the right, in its sole discretion and without notice to the Holder of this Certificate, to sell this Certificate to a purchaser selected by the Company, which purchaser may be the Company, or any affiliate of the Company, on such terms and conditions as the Company may choose.

Notwithstanding the above, the final distribution on this Certificate will be made after due notice of the pendency of such distribution and only upon presentation and surrender of this Certificate at the office or agency appointed by the Trustee for that purpose in the City and State of New York. The Initial Certificate Principal Balance of this Certificate is set forth above. The Certificate Principal Balance hereof will be reduced to the extent of distributions allocable to principal and any Realized Losses allocable hereto. Notwithstanding the reduction of the Certificate Principal Balance hereof to zero, this Certificate will remain outstanding under the Agreement and the Holder hereof may have additional obligations with respect to this Certificate, including tax liabilities, and may be entitled to certain additional distributions hereon, in accordance with the terms and provisions of the Agreement.

This Certificate is one of a duly authorized issue of Certificates issued in several Classes designated as Mortgage Pass-Through Certificates of the Series specified hereon (herein collectively called the "Certificates").

The Certificates are limited in right of payment to certain collections and recoveries respecting the Mortgage Loans, all as more specifically set forth herein and in the Agreement. In the event Master Servicer funds are advanced with respect to any Mortgage Loan, such advance is reimbursable to the Master Servicer, to the extent provided in the Agreement, from related recoveries on such Mortgage Loan or from other cash that

would have been distributable to Certificateholders.

As provided in the Agreement, withdrawals from the Custodial Account and/or the Certificate Account created for the benefit of Certificateholders may be made by the Master Servicer from time to time for purposes other than distributions to Certificateholders, such purposes including without limitation reimbursement to the Company and the Master Servicer of advances made, or certain expenses incurred, by either of them.

The Agreement permits, with certain exceptions therein provided, the amendment of the Agreement and the modification of the rights and obligations of the Company, the Master Servicer and the Trustee and the rights of the Certificateholders under the Agreement at any time by the Company, the Master Servicer and the Trustee with the consent of the Holders of Certificates evidencing in the aggregate not less than 66% of the Percentage Interests of each Class of Certificates affected thereby. Any such consent by the Holder of this Certificate shall be conclusive and binding on such Holder and upon all future holders of this Certificate and of any Certificate issued upon the transfer hereof or in exchange herefor or in lieu hereof whether or not notation of such consent is made upon the Certificate. The Agreement also permits the amendment thereof in certain circumstances without the consent of the Holders of any of the Certificates and, in certain additional circumstances, without the consent of the Holders of certain Classes of Certificates.

As provided in the Agreement and subject to certain limitations therein set forth, the transfer of this Certificate is registrable in the Certificate Register upon surrender of this Certificate for registration of transfer at the offices or agencies appointed by the Trustee in the City and State of New York, duly endorsed by, or accompanied by an assignment in the form below or other written instrument of transfer in form satisfactory to the Trustee and the Certificate Registrar duly executed by the Holder hereof or such Holder'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 or transferees.

The Certificates are issuable only as registered Certificates without coupons in Classes and in denominations specified in the Agreement. As provided in the Agreement and subject to certain limitations therein set forth, Certificates are exchangeable for new Certificates of authorized denominations evidencing the same Class and aggregate Percentage Interest, as requested by the Holder surrendering the same.

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

This Certificate shall be governed by and construed in accordance with the laws of the State of New York.

The obligations created by the Agreement in respect of the Certificates and REMIC I and/or REMIC II created thereby shall terminate upon the payment to Certificateholders of all amounts held by or on behalf of the Trustee and required to be paid to them pursuant to the Agreement following the earlier of (i) the maturity or other liquidation of the last Mortgage Loan subject thereto or the disposition of all property acquired upon foreclosure or deed in lieu of foreclosure of any Mortgage Loan and (ii) the purchase by the Master Servicer or the Company from REMIC I and/or REMIC II of all remaining Mortgage Loans and all property acquired in respect of such Mortgage Loans, thereby effecting early retirement of the Certificates. The Agreement permits, but does not require, the Master Servicer or the Company

to (i) purchase at a price determined as provided in the Agreement all remaining Mortgage Loans and all property acquired in respect of any Mortgage Loan or (ii) purchase in whole, but not in part, all of the Certificates from the Holders thereof; provided, that any such option may only be exercised if the Pool Stated Principal Balance of the Mortgage Loans as of the Distribution Date upon which the proceeds of any such purchase are distributed is less than ten percent of the Cut-off Date Principal Balance of the Mortgage Loans.

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

Unless the certificate of authentication hereon has been executed by the Certificate Registrar, by manual signature, this Certificate shall not be entitled to any benefit under the Agreement or be valid for any purpose.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be duly executed.

Dated: _____, 199__
CHICAGO,

THE FIRST NATIONAL BANK OF
as Trustee

By:

Authorized Signatory

CERTIFICATE OF AUTHENTICATION

This is one of the Class [R-I] [R-II] Certificates referred to in the within-mentioned Agreement.

CHICAGO,

THE FIRST NATIONAL BANK OF

as Certificate Registrar

By:

Authorized Signatory
ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

(Please print or typewrite name, address including postal zip code, and Taxpayer Identification Number of assignee)

a Percentage Interest equal to ____% evidenced by the within Mortgage Pass-Through Certificate and hereby authorize(s) the registration of transfer of such interest to assignee on the Certificate Register of REMIC I and/or REMIC II.

I (we) further direct the Certificate Registrar to issue a new Certificate of a like Percentage Interest and Class to the above named assignee and deliver such Certificate to the following address:

_____.

Dated:

Signature by or on behalf of assignor

Signature Guaranteed

DISTRIBUTION INSTRUCTIONS

The assignee should include the following for purposes of distribution:

Distributions shall be made, by wire transfer or otherwise, in immediately available funds to

_____ for the account
of

_____ account number _____,
or, if mailed by check, to _____

_____.
Applicable statements should be mailed to
_____. This information
is provided by

_____, the assignee
named above, or
_____, as its agent.

EXHIBIT E

CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT (as amended and supplemented from time to time, the "Agreement"), dated as of May 1, 1995, by and among THE FIRST NATIONAL BANK OF CHICAGO, as Trustee (including its successors under the Pooling Agreement defined

below, the "Trustee"), RESIDENTIAL FUNDING MORTGAGE SECURITIES I, INC. (together with any successor in interest, the "Company"), RESIDENTIAL FUNDING CORPORATION, as master servicer (together with any successor in interest or successor under the Pooling Agreement referred to below, the "Master Servicer"), and NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION (together with any successor in interest or any successor appointed hereunder, the "Custodian").

W I T N E S S E T H T H A T :

WHEREAS, the Company, the Master Servicer, and the Trustee have entered into a Pooling and Servicing Agreement dated as of May 1, 1995, relating to the issuance of Residential Funding Mortgage Securities I, Inc., Mortgage Pass-Through Certificates, Series 1995-S8 (as in effect on the date of this agreement, the "Original Pooling Agreement," and as amended and supplemented from time to time, the "Pooling Agreement"); and

WHEREAS, the Custodian has agreed to act as agent for the Trustee for the purposes of receiving and holding certain documents and other instruments delivered by the Company and the Master Servicer under the Pooling Agreement, all upon the terms and conditions and subject to the limitations hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Trustee, the Company, the Master Servicer and the Custodian hereby agree as follows:

ARTICLE I

Definitions

Capitalized terms used in this Agreement and not defined herein shall have the meanings assigned in the Original Pooling Agreement, unless otherwise required by the context herein.

ARTICLE II

Custody of Mortgage Documents

Section 2.1. Custodian to Act as Agent; Acceptance of Mortgage Files. The Custodian, as the duly appointed agent of the Trustee for these purposes, acknowledges receipt of the Mortgage Files relating to the Mortgage Loans identified on the schedule attached hereto (the "Mortgage Files") and declares that it holds and will hold the Mortgage Files as agent for the Trustee, in trust, for the use and benefit of all present and future Certificateholders.

Section 2.2. Recordation of Assignments. If any Mortgage File includes one or more assignments to the Trustee of Mortgage Notes and related Mortgages that have not been recorded, each such assignment shall be delivered by the Custodian to the Company for the purpose of recording it in the appropriate public office for real property records, and the Company, at no expense to the Custodian, shall promptly cause to be recorded in the appropriate public office for real property records each such assignment and, upon receipt thereof from such public office, shall return each such assignment to the Custodian.

Section 2.3. Review of Mortgage Files.

(a) On or prior to the Closing Date, the Custodian shall deliver to the Trustee an Initial Certification in the form annexed hereto as Exhibit One evidencing receipt of a Mortgage File for each Mortgage Loan listed on the Schedule attached hereto (the "Mortgage Loan Schedule").

(b) Within 45 days of the initial issuance of the Certificates, the Custodian agrees, for the benefit of Certificateholders, to review, in accordance with the provisions of Section 2.02 of the Pooling Agreement, each Mortgage File, and shall deliver to the Trustee an Interim Certification in the form annexed hereto as Exhibit Two to the effect that all documents required to be delivered pursuant to Section 2.01(b) of the Pooling Agreement have been executed and received and that such documents relate to the Mortgage Loans identified on the Mortgage Loan Schedule, except for any exceptions listed on Schedule A attached

to such Interim Certification.

Within 45 days of receipt of the documents required to be delivered pursuant to Section 2.01(c) of the Pooling Agreement, the Custodian agrees, for the benefit of Certificateholders, to review, in accordance with the provisions of Section 2.02 of the Pooling Agreement, each such document, and shall deliver to the Trustee either (i) an Interim Certification in the form attached hereto as Exhibit Two to the effect that all such documents relate to the Mortgage Loans identified on the Mortgage Loan Schedule, except for any exceptions listed on Schedule A attached to such Interim Certification or (ii) a Final Certification as set forth in subsection (c) below. The Custodian shall be under no duty or obligation to inspect, review or examine said documents, instruments, certificates or other papers to determine that the same are genuine, enforceable, or appropriate for the represented purpose or that they have actually been recorded or that they are other than what they purport to be on their face. If in performing the review required by this Section 2.3 the Custodian finds any document or documents constituting a part of a Mortgage File to be defective in any material respect, the Custodian shall promptly so notify the Company, the Master Servicer and the Trustee. Upon receipt of written notification from the Master Servicer, signed by a Servicing Officer, that the Master Servicer or a Subservicer, as the case may be, has made a deposit into the Certificate Account in payment for the purchase of the related Mortgage Loan in an amount equal to the Purchase Price for such Mortgage Loan, the Custodian shall release to the Master Servicer the related Mortgage File.

(c) Upon receipt of all documents required to be in the Mortgage Files the Custodian shall deliver to the Trustee a Final Certification in the form annexed hereto as Exhibit Three evidencing the completeness of the Mortgage Files.

Upon receipt of written request from the Trustee, the Custodian shall as soon as practicable supply the Trustee with a list of all of the documents relating to the Mortgage Loans then contained in the Mortgage Files.

Section 2.4. Notification of Breaches of Representations and Warranties.

Upon discovery by the Custodian of a breach of any representation or warranty made by the Master Servicer or the Company as set forth in the Pooling Agreement or by a Seller in a Seller's Agreement or by Residential Funding or the Company in the Assignment Agreement with respect to a Mortgage Loan relating to a Mortgage File, the Custodian shall give prompt written notice to the Company, the Master Servicer and the Trustee.

Section 2.5. Custodian to Cooperate; Release of Mortgage Files. Upon the repurchase or substitution of any Mortgage Loan pursuant to Article II of the Pooling Agreement or payment in full of any Mortgage Loan, or the receipt by the Master Servicer of a notification that payment in full will be escrowed in a manner customary for such purposes, the Master Servicer shall immediately notify the Custodian by a certification (which certification shall include a statement to the effect that all amounts received or to be received in connection with such payment which are required to be deposited in the Custodial Account pursuant to Section 3.07 of the Pooling Agreement have been or will be so deposited) of a Servicing Officer and shall request delivery to it of the Mortgage File. The Custodian agrees, upon receipt of such certification and request, promptly to release to the Master Servicer the related Mortgage File. The Master Servicer shall deliver to the Custodian and the Custodian agrees to accept the Mortgage Note and other documents constituting the Mortgage File with respect to any Qualified Substitute Mortgage Loan.

From time to time as is appropriate for the servicing or foreclosures of any Mortgage Loan, including, for this purpose, collection under any Primary Insurance Policy or any Mortgage Pool Insurance Policy, the Master Servicer shall deliver to the Custodian a certificate of a Servicing Officer requesting that possession of all, or any document constituting part, of the Mortgage File be released to the Master Servicer and certifying as to the reason for such release and that such release will not invalidate any insurance coverage provided in respect of the Mortgage Loan under any of the Required Insurance Policies. With such certificate, the Master Servicer shall deliver to the Custodian a trust receipt signed by a Servicing Officer on behalf of

the Master Servicer, and upon receipt of the foregoing, the Custodian shall deliver the Mortgage File or such document to the Master Servicer. The Master Servicer shall cause each Mortgage File or any document therein so released to be returned to the Custodian when the need therefor by the Master Servicer no longer exists, unless (i) the Mortgage Loan has been liquidated and the Liquidation Proceeds relating to the Mortgage Loan have been deposited in the Custodial Account or (ii) the Mortgage File or such document has been delivered to an attorney, or to a public trustee or other public official as required by law, for purposes of initiating or pursuing legal action or other proceedings for the foreclosure of the Mortgaged Property either judicially or non-judicially, and the Master Servicer has delivered to the Custodian a certificate of a Servicing Officer certifying as to the name and address of the Person to which such Mortgage File or such document was delivered and the purpose or purposes of such delivery. In the event of the liquidation of a Mortgage Loan, the Custodian shall deliver the Trust Receipt with respect thereto to the Master Servicer upon deposit of the related Liquidation Proceeds in the Custodial Account as provided in the Pooling Agreement.

Section 2.6. Assumption Agreements. In the event that any assumption agreement or substitution of liability agreement is entered into with respect to any Mortgage Loan subject to this Agreement in accordance with the terms and provisions of the Pooling Agreement, the Master Servicer shall notify the Custodian that such assumption or substitution agreement has been completed by forwarding to the Custodian the original of such assumption or substitution agreement, which shall be added to the related Mortgage File and, for all purposes, shall be considered a part of such Mortgage File to the same extent as all other documents and instruments constituting parts thereof.

ARTICLE III

Concerning the Custodian

Section 3.1. Custodian a Bailee and Agent of the Trustee. With respect to

each Mortgage Note, Mortgage and other documents constituting each Mortgage File which are delivered to the Custodian, the Custodian is exclusively the bailee and agent of the Trustee and has no instructions to hold any Mortgage Note or Mortgage for the benefit of any person other than the Trustee, holds such documents for the benefit of Certificateholders and undertakes to perform such duties and only such duties as are specifically set forth in this Agreement. Except upon compliance with the provisions of Section 2.5 of this Agreement, no Mortgage Note, Mortgage or other document constituting a part of a Mortgage File shall be delivered by the Custodian to the Company or the Master Servicer or otherwise released from the possession of the Custodian.

Section 3.2. Indemnification. The Company hereby agrees to indemnify and hold the Custodian harmless from and against all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees or charges of any character or nature, which the Custodian may incur or with which the Custodian may be threatened by reason of its acting as custodian under this Agreement, including indemnification of the Custodian against any and all expenses, including attorney's fees if counsel for the Custodian has been approved by the Company, and the cost of defending any action, suit or proceedings or resisting any claim. Notwithstanding the foregoing, it is specifically understood and agreed that in the event any such claim, liability, loss, action, suit or proceeding or other expense, fee or charge shall have been caused by reason of any negligent act, negligent failure to act or willful misconduct on the part of the Custodian, or which shall constitute a willful breach of its duties hereunder, the indemnification provisions of this Agreement shall not apply.

Section 3.3. Custodian May Own Certificates. The Custodian in its individual or any other capacity may become the owner or pledgee of Certificates with the same rights it would have if it were not Custodian.

Section 3.4. Master Servicer to Pay Custodian's Fees and Expenses. The Master Servicer covenants and agrees to pay to the Custodian from time to time, and the Custodian

shall be entitled to, reasonable compensation for all services rendered by it in the exercise and performance of any of the powers and duties hereunder of the Custodian, and the Master Servicer will pay or reimburse the Custodian upon its request for all reasonable expenses, disbursements and advances incurred or made by the Custodian in accordance with any of the provisions of this Agreement (including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ), except any such expense, disbursement or advance as may arise from its negligence or bad faith.

Section 3.5. Custodian May Resign; Trustee May Remove Custodian. The Custodian may resign from the obligations and duties hereby imposed upon it as such obligations and duties relate to its acting as Custodian of the Mortgage Loans. Upon receiving such notice of resignation, the Trustee shall either take custody of the Mortgage Files itself and give prompt notice thereof to the Company, the Master Servicer and the Custodian, or promptly appoint a successor Custodian by written instrument, in duplicate, one copy of which instrument shall be delivered to the resigning Custodian and one copy to the successor Custodian. If the Trustee shall not have taken custody of the Mortgage Files and no successor Custodian shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning Custodian may petition any court of competent jurisdiction for the appointment of a successor Custodian.

The Trustee may remove the Custodian at any time. In such event, the Trustee shall appoint, or petition a court of competent jurisdiction to appoint, a successor Custodian hereunder. Any successor Custodian shall be a depository institution subject to supervision or examination by federal or state authority and shall be able to satisfy the other requirements contained in Section 3.7 and shall be unaffiliated with the Master Servicer or the Company.

Any resignation or removal of the Custodian and appointment of a successor Custodian pursuant to any of the provisions of this Section 3.5 shall become effective upon

acceptance of appointment by the successor Custodian. The Trustee shall give prompt notice to the Company and the Master Servicer of the appointment of any successor Custodian. No successor Custodian shall be appointed by the Trustee without the prior approval of the Company and the Master Servicer.

Section 3.6. Merger or Consolidation of Custodian. Any Person into which the Custodian 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 Custodian shall be a party, or any Person succeeding to the business of the Custodian, shall be the successor of the Custodian 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.

Section 3.7. Representations of the Custodian. The Custodian hereby represents that it is a depository institution subject to supervision or examination by a federal or state authority, has a combined capital and surplus of at least \$10,000,000 and is qualified to do business in the jurisdictions in which it will hold any Mortgage File.

ARTICLE IV

Miscellaneous Provisions

Section 4.1. Notices. All notices, requests, consents and demands and other communications required under this Agreement or pursuant to any other instrument or document delivered hereunder shall be in writing and, unless otherwise specifically provided, may be delivered personally, by telegram or telex, or by registered or certified mail, postage prepaid, return receipt requested, at the addresses specified on the signature page hereof (unless changed by the particular party whose address is stated herein by similar notice in writing), in which case the notice will be deemed delivered when received.

Section 4.2. Amendments. No modification or amendment of or supplement to this Agreement shall be valid or effective unless the same is in

writing and signed by all parties hereto, and neither the Company, the Master Servicer nor the Trustee shall enter into any amendment hereof except as permitted by the Pooling Agreement. The Trustee shall give prompt notice to the Custodian of any amendment or supplement to the Pooling Agreement and furnish the Custodian with written copies thereof.

Section 4.3. Governing Law. This Agreement shall be deemed a contract made under the laws of the State of New York and shall be construed and enforced in accordance with and governed by the laws of the State of New York.

Section 4.4. Recordation of Agreement. To the extent permitted by applicable law, this Agreement is subject to recordation in all appropriate public offices for real property records in all the counties or other comparable jurisdictions in which any or all of the properties subject to the Mortgages are situated, and in any other appropriate public recording office or elsewhere, such recordation to be effected by the Master Servicer and at its expense on direction by the Trustee (pursuant to the request of holders of Certificates evidencing undivided interests in the aggregate of not less than 25% of REMIC I and/or REMIC II), but only upon direction accompanied by an Opinion of Counsel reasonably satisfactory to the Master Servicer to the effect that the failure to effect such recordation is likely to materially and adversely affect the interests of the Certificateholders.

For the purpose of facilitating the recordation of this Agreement as herein provided and for other purposes, this Agreement may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original, and such counterparts shall constitute but one and the same instrument.

Section 4.5. 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 of the Certificates or the rights of the holders thereof.

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

Address: THE FIRST NATIONAL BANK OF
CHICAGO, as Trustee
Corporate Trust Services
1 First National Plaza
Mail Suite 0126
Chicago, Illinois 60670-0126
Attention: Residential Funding Corporation
Series 1995-S8

By:

Name:
Title: Vice President

Address: RESIDENTIAL FUNDING
MORTGAGE
SECURITIES I, INC.
8400 Normandale Lake Boulevard
Minneapolis, Minnesota 55437

By:

Name: Bruce J. Legan
Title: Director

Address: RESIDENTIAL FUNDING
CORPORATION, as Master
Servicer
8400 Normandale Lake Boulevard
Suite 700
Minneapolis, Minnesota 55437

By:

Name: Diane Wold
Title: Director

Address: NORWEST BANK MINNESOTA,
NATIONAL ASSOCIATION
401 Second Avenue South
Minneapolis, Minnesota 55479

By:

Name: Kathleen Marshall

Title: Trust Officer

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of May, 1995, before me, a notary public in and for said State, personally appeared _____, known to me to be a _____ of The First National Bank of Chicago, the national banking association that executed the within instrument, and also known to me to be the person who executed it on behalf of said association and acknowledged to me that such associatiion executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public

[SEAL]

STATE OF MINNESOTA)
) ss.:
COUNTY OF HENNEPIN)

On the ____ day of May, 1995, before me, a notary public in and for said State, personally appeared Kathleen Marshall, known to me to be a Trust Officer of Norwest Bank Minnesota, National Association, a national banking association that executed the within instrument, and also known to me to be the person who executed it on behalf of said national banking association, and acknowledged to me that such national banking association executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public

[SEAL]

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of May, 1995, before me, a notary public in and for said State, personally appeared Robert S. Conway, known to me to be a Vice President of Residential Funding Mortgage Securities I, Inc., one of the corporations that executed the within instrument, and also known to me to be the person who executed it on behalf of said corporation, and acknowledged to me that such corporation executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public

[Notarial Seal]

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of May, 1995, me, a notary public in and for said State, personally appeared Jill M. Davis, known to me to be a Vice President of Residential Funding Corporation, one of the corporations that executed the within instrument, and also known to me to be the person who executed it on behalf of said corporation, and acknowledged to me that such corporation executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the day and
year in this certificate first above written.

Notary Public

[Notarial Seal]

EXHIBIT ONE

FORM OF CUSTODIAN
INITIAL CERTIFICATION

_____, 1995

The First National Bank of Chicago
Corporate Trust Services
1 First National Plaza
Mail Suite 0126
Chicago, Illinois 60670-0126

Attention: Residential Funding Corporation Series 1995-S8

Re: Custodial Agreement dated as of May 1, 1995, by and
among The First National Bank of Chicago, Residential Funding
Mortgage Securities I, Inc., Residential Funding
Corporation and Norwest Bank Minnesota, National Association,
Mortgage Pass-Through
Certificates, Series 1995-S8

Ladies and Gentlemen:

In accordance with Section 2.3 of the above-captioned
Custodial Agreement, and subject to
Section 2.02 of the Pooling Agreement, the undersigned, as
Custodian, hereby certifies that it has
received a Mortgage File (which contains an original Mortgage
Note) to the extent required in
Section 2.01(b) of the Pooling Agreement with respect to each
Mortgage Loan listed in the Mortgage
Loan Schedule.

Capitalized words and phrases used herein shall have the
respective meanings assigned to
them in the above-captioned Custodial Agreement.

NORWEST BANK MINNESOTA, NATIONAL

By:

Name:

Title:

EXHIBIT TWO
FORM OF CUSTODIAN INTERIM CERTIFICATION

_____, 199_

The First National Bank of Chicago
Corporate Trust Services
1 First National Plaza
Mail Suite 0126
Chicago, Illinois 60670-0126

Attention: Residential Funding Corporation Series 1995-S8

Re: Custodial Agreement dated as of May 1, 1995, by and among The First National Bank of Chicago, Residential Funding Mortgage Securities I, Inc., Residential Funding Corporation and Norwest Bank Minnesota, National Association, Mortgage Pass-Through Certificates, Series 1995-S8

Ladies and Gentlemen:

In accordance with Section 2.3 of the above-captioned Custodial Agreement, the undersigned, as Custodian, hereby certifies that it has received a Mortgage File to the extent required pursuant to Section 2.01(b) of the Pooling Agreement with respect to each Mortgage Loan listed in the Mortgage Loan Schedule, and it has reviewed the Mortgage File and the Mortgage Loan Schedule and has determined that: all required documents have been executed and received and that such documents related to the Mortgage Loans identified on the Mortgage Loan Schedule, with any exceptions listed on Schedule A attached hereto.

Capitalized words and phrases used herein shall have the respective meanings assigned to them in the above-captioned Custodial Agreement.

NORWEST BANK MINNESOTA,
NATIONAL ASSOCIATION

By:

Name:

Title:

EXHIBIT THREE
FORM OF CUSTODIAN FINAL CERTIFICATION

_____, 199_

The First National Bank of Chicago
Corporate Trust Services
1 First National Plaza
Mail Suite 0126
Chicago, Illinois 60670-0126

Attention: Residential Funding Corporation Series 1995-S8

Re: Custodial Agreement dated as of May 1, 1995, by and among The First National Bank of Chicago, Residential Funding Mortgage Securities I, Inc., Residential Funding Corporation and Norwest Bank Minnesota, National Association, Mortgage Pass-Through Certificates, Series 1995-S8

Ladies and Gentlemen:

In accordance with Section 2.3 of the above-captioned Custodial Agreement, the undersigned, as Custodian, hereby certifies that it has received a Mortgage File with respect to each Mortgage Loan listed in the Mortgage Loan Schedule it has received:

(i) The original Mortgage Note, endorsed without recourse to the order of the Trustee and showing an unbroken chain of endorsements from the originator thereof to the Person endorsing it to the Trustee or an original lost note affidavit from the related Seller or Residential Funding stating that the original Mortgage Note was lost, misplaced or destroyed, together with a copy of the related Mortgage Note;

(ii) The original Mortgage with evidence of recording indicated thereon or a copy of the Mortgage certified by the public recording office in which such mortgage has been recorded;

(iii) An original Assignment of the Mortgage to the Trustee with evidence of recording indicated thereon or a copy of such assignment certified by the public recording office in which such assignment has been recorded;

(iv) The original recorded assignment or assignments of the Mortgage showing an unbroken chain of title from the originator thereof to the Person assigning it to the Trustee or a copy of such assignment or assignments of the Mortgage certified by the public recording office in which such assignment or assignments have been recorded;

(v) The original of each modification, assumption agreement or preferred loan agreement, if any, relating to such Mortgage Loan or a copy of each modification, assumption agreement or preferred loan agreement certified by the public recording office in which such document has been recorded;

(vi) The certificate of mortgage insurance, if any, or a true and correct copy thereof; and

(vii) The original power of attorney granted by the Mortgagor in the event that the related Mortgage Note or Mortgage was not signed by such Mortgagor, or a true and correct copy

thereof.

Capitalized words and phrases used herein shall have the respective meanings assigned to them in the above-captioned Custodial Agreement.

NORWEST BANK MINNESOTA,
NATIONAL ASSOCIATION

By:

Name:

Title:

EXHIBIT F
MORTGAGE LOAN SCHEDULE

RUN ON : 05/18/95 RFC DISCLOSURE SYSTEM
RFFSD177-01
AT : 13.48.50 FIXED RATE LOAN LISTING
AMORTIZED BALANCE
SERIES : RFMSI I 1995-S8
CUTOFF : 05/01/95
POOL : 0004171
:
:
POOL STATUS: F

RFC LOAN #	S/S CODE	PMT TYPE	ORIGINAL BAL
LOAN FEATURE			
MORTGAGOR NAME		ORIG TERM	PRINCIPAL BAL
# OF UNITS			
ADDRESS		ORIG RATE	ORIGINAL P+I
LTV			
ADDRESS LINE 2		CURR NET	CURRENT P+I
VALUE			
CITY	STATE	ZIP	LOAN PURP
NOTE DATE			
MI CO CODE			
SERVICER LOAN #		PROP TYPE	1ST PMT DATE
MI CVG			
SELLER LOAN #		OCCP CODE	MATURITY DATE
INVESTOR LOAN #			

1398762	070/070	F	310,000.00
ZZ			
CORBETT	BERNARD A	360	308,787.68
1			
140 OAK HILL DRIVE		9.000	2,494.33
75			
		8.750	2,494.33
415,000.00			
MOORE	SC 29369	5	09/23/94
00			
1118683		05	11/01/94
0			
1118683		O	10/01/24
0			
1400589	375/375	F	215,500.00
ZZ			
COONSE	DAVID K	360	214,834.15
1			
7050 APPALOOSA ROAD		9.375	1,792.42
87			
		9.125	1,792.42
250,000.00			
COLLEGE STATION	TX 77845	4	10/04/94
04			
364676		05	12/01/94
20			
364676		O	11/01/24
0			
1401109	526/728	F	245,000.00
ZZ			
ZERN	BARRY	360	245,000.00

1	622 W MT AIRY AVE/7125 GREENE			10.000	2,150.06
70				9.750	2,150.06
353,000.00	PHILADELPHIA	PA	19119	5	04/07/95
00	0380114745			05	06/01/95
0	9411017			0	05/01/25
0					
1402182	635/728			F	219,450.00
ZZ	JANSON	GARY	W	360	219,260.14
1	13 BLACK BEAR RD			10.125	1,946.14
95				9.875	1,946.14
231,000.00	STOWE	VT	05672	1	02/09/95
11	0380101080			05	04/01/95
30					
1	610732000			0	03/01/25
0					
1402195	637/728			F	214,700.00
ZZ	CHAMPION	DAVID	W	360	214,476.52
1	3000 HIGH ROAD			9.250	1,766.29
95					

			9.000	1,766.29
226,000.00				
FLOWER MOUND	TX	75028	1	02/24/95
10				
0380100967			05	04/01/95
30				
3946415			0	03/01/25
0				
1405117		405/405	F	324,000.00
ZZ				
LOMBARDI	DALE	A	360	323,827.57
1				
3288 MELANIE CIRCLE			9.125	2,636.18
90				
			8.875	2,636.18
360,000.00				
PLEASENTON	CA	94588	1	03/09/95
11				
3572229			05	05/01/95
25				
3572229			0	04/01/25
0				
1405215		526/728	F	650,000.00
ZZ				
KHAZIN	ALEXANDER		360	649,704.69
1				
115 WYANDANCH LANE			9.875	5,644.27
79				
			9.625	5,644.27
825,000.00				
SOUTHAMPTON	NY	11968	1	03/29/95
00				
0380111261			05	05/01/95

0					
00025470			O		04/01/25
0					
1405223	A12/728		F		288,000.00
ZZ					
SCHWEINEBRATEN	WILLIAM	W	360		287,850.69
1					
2302	CONGRESSIONAL LANE		9.250		2,369.31
80					
			9.000		2,369.31
360,185.00					
RIVERWOODS	IL	60015	1		03/22/95
00					
0380099912			05		05/01/95
0					
12151			O		04/01/25
0					
1405226	180/728		F		268,650.00
ZZ					
ELLIS	LEE	M	360		268,377.60
1					
1602	HAROLD STREET		9.375		2,234.50
90					
			9.125		2,234.50
298,500.00					
HOUSTON	TX	77006	1		02/23/95
11					
0380105206			05		04/01/95
25					
3103835			O		03/01/25
0					

1405257	A91/728	F	365,000.00
ZZ			
KLEIMAN	KENNETH	360	365,000.00
1			
19 BEACH LANE		9.750	3,135.91
48			
		9.500	3,135.91
775,000.00			
WESTHAMPTON	NY 11978	5	04/03/95
00			
0380109034		05	06/01/95
0			
105274		0	05/01/25
0			
1405372	B23/728	F	850,000.00
ZZ			
STEWART	JAMES R	360	850,000.00
1			
1051 FALLEN LEAF ROAD		9.500	7,147.26
78			
		9.250	7,147.26
1,100,000.00			
ARCADIA	CA 91006	2	04/12/95
00			
0380108671		05	06/01/95
0			
88000397		0	05/01/25
0			
1405729	497/497	F	390,000.00
T			
MURPHY	WILLIAM G	360	389,781.35
1			

37091	ALBATROSS REACH			8.875	3,103.02
71					
				8.625	3,103.02
550,000.00					
	THE SEA RANCH	CA	95497	4	03/24/95
00					
9900216103				03	05/01/95
0					
9900216103				0	04/01/25
0					
1405740		A25/728		F	98,000.00
ZZ					
BUMA JR		JOHN		360	98,000.00
1					
264	MINTHORNE ROAD			9.125	797.36
67					
				8.875	797.36
148,000.00					
	ROGUE RIVER	OR	97537	4	04/03/95
00					
0380107590				05	06/01/95
0					
9401077				0	05/01/25
0					
1405745		A12/728		F	298,100.00
ZZ					
JENSEN		JOHN	R	360	298,100.00
1					
700	BAY HILL COURT			9.250	2,452.40
80					
				9.000	2,452.40
372,680.00					
	RIVERWOODS	IL	60015	1	04/04/95

00				
0380105222			03	06/01/95
0				
12139			0	05/01/25
0				
1405792	076/076		F	259,200.00
ZZ				
MONROE	DANI		360	258,288.74
1				
29	GREENOUGH AVENUE		8.750	2,039.13
79				
			8.500	2,039.13
330,000.00				
1				
BOSTON	MA	02130	1	10/21/94
00				
4365172			01	12/01/94
0				
4365172			0	11/01/24
0				
1405817	628/628		F	292,000.00
ZZ				
CIOTOLI	CARLO		360	291,844.61
1				
14	CHESTNUT LANE		9.125	2,375.81
80				
			9.000	2,375.81
365,000.00				
WESTPORT	CT	06880	1	03/17/95
00				
2173046			05	05/01/95

0				
2173046			O	04/01/25
0				
1405819	736/728		F	300,000.00
ZZ				
WANG	ALICE		360	300,000.00
1				
515 LAS TUNAS DRIVE			9.375	2,495.25
60				
			9.125	2,495.25
500,000.00				
ARCADIA	CA	91007	2	04/07/95
00				
0380111147			05	06/01/95
0				
426686			O	05/01/25
0				
1405826	939/728		F	225,000.00
ZZ				
PERLOFF	RICHARD		360	225,000.00
1				
35 EAST DRIVE			9.375	1,871.44
90				
			9.125	1,871.44
250,000.00				
WOODBURY (NASSA	NY	11797	1	04/24/95
01				
0380109760			05	06/01/95
25				
9501496			O	05/01/25
0				
1406002	313/728		F	53,300.00

ZZ	CHAMBERS	RANDY	J	360	53,271.63
1	3330 HOLTZCLAW DRIVE			9.125	433.67
37				8.875	433.67
145,000.00	CUMMING	GA	30131	5	03/27/95
00	0380107582			05	05/01/95
0	5414982			0	04/01/25
0					
1406095		429/429		F	300,000.00
ZZ	BERNSTEIN	MARTIN	L	360	299,571.85
1	5 RAMBLING DRIVE			9.250	2,468.03
74				9.000	2,468.03
406,000.00	SCOTCH PLAINS	NJ	07076	1	02/21/95
00	94075424			03	04/01/95
0	94075424			0	03/01/25
0					
1406227		051/728		F	339,200.00
ZZ	GARSON	WILLIAM	A	360	339,033.15
1					

145 SANDREED RD			9.500	2,852.18
80				
			9.250	2,852.18
424,000.00				
JACKSON	WY	83001	1	03/01/95
00				
0380101635			03	05/01/95
0				
30100147			0	04/01/25
0				
1406232		180/728	F	186,000.00
ZZ				
WALLACE	RON	C	360	185,908.51
1				
2409 NOVONA PLACE			9.500	1,563.99
75				
			9.250	1,563.99
249,000.00				
OKALHOMA CITY	OK	73170	4	04/05/95
00				
0380111295			05	05/01/95
0				
3344874			0	04/01/25
0				
1406709		943/728	F	243,000.00
ZZ				
SUNTER	RONALD	A	360	242,490.19
1				
7 SADDLE RIDGE ROAD			9.250	1,999.11
90				
			9.000	1,999.11
270,000.00				
NEW FAIRFIELD	CT	06812	1	12/30/94

14					
0380102591			05		02/01/95
20					
4080014114			0		01/01/25
0					
1406739	943/728		F		244,000.00
ZZ					
NOTARO	JOHN	C	360		241,505.11
1					
38 MIDDLEBURY ROAD			9.125		1,985.27
80					
			8.875		1,985.27
305,000.00					
ORCHARD PARK	NY	14127	1		10/21/94
00					
0380103979			05		12/01/94
0					
4090003679			0		11/01/24
0					
1406751	943/728		F		40,500.00
ZZ					
RAMIREZ	ORLANDO	L	360		40,398.80
1,788					
200 02 17TH AVENUE 2 81			9.500		340.55
83					
			9.250		340.55
49,000.00					
WHITESTONE	NY	11357	1		11/30/94
10					
0380103888			12		01/01/95
17					
4090004859			0		12/01/24
0					

1406756	943/728	F	30,750.00
ZZ			
LENT	DONNA	360	30,685.08
288			
1			
244 30 57TH DRIVE		9.875	267.02
84			
		9.625	267.02
37,000.00			
DOUGLASTON	NY 11362	1	12/22/94
10			
0380103854		11	02/01/95
12			
4090005290		O	01/01/25
0			
1406776	943/728	F	225,600.00
ZZ			
MOUNTAIN	PHILIP D	360	225,289.99
1			
1620 KIRK DRIVE		9.875	1,958.99
80			
		9.625	1,958.99
282,000.00			
LAKE HAVASU CIT	AZ 86404	2	01/26/95
00			
0380105594		05	03/01/95
0			
5080015894		O	02/01/25
0			
1406782	943/728	F	290,000.00

ZZ				
VAWTER	MICHAEL	H	360	289,601.53
1				
3064 SW FAIRMOUNT BOULEVARD			9.875	2,518.21
65				
			9.625	2,518.21
450,000.00				
PORTLAND	OR	97201	2	01/25/95
00				
0380104167			05	03/01/95
0				
5080016047			O	02/01/25
0				
1406814	375/375		F	246,600.00
ZZ				
DODSON	LARRY	A	360	246,182.78
1				
1714 EGRET LANE			9.500	2,073.55
95				
			9.250	2,073.55
260,000.00				
SOUTHLAKE	TX	76092	1	02/08/95
04				
367225			03	04/01/95
25				
367225			O	03/01/25
0				
1406833	A91/728		F	240,000.00
ZZ				
PAOLINO	MICHAEL		360	240,000.00
1				
6 SYLVAN COURT			9.500	2,018.06
80				

				9.250	2,018.06
300,000.00					
STATEN ISLAND	NY	10307		1	04/03/95
00					
0380105917				05	06/01/95
0					
1406833				0	05/01/25
0					
1406837		723/728		F	225,000.00
ZZ					
RATUITA		EDWIN	T	360	225,000.00
1					
2186 FAIRMONT COURT				9.375	1,871.44
90					
				9.125	1,871.44
250,000.00					
SAN JOSE	CA	95148		2	04/05/95
11					
0380111006				05	06/01/95
25					
1					
7884				0	05/01/25
0					
1406911		052/052		F	235,000.00
ZZ					
ELLEDGE		ROBERT	B	360	234,779.82
1					
17170 S FORSYTHE ROAD				9.750	2,019.02
65					
				9.500	2,019.02
365,000.00					
OREGON CITY	OR	97045		1	02/13/95

00					
313695			05		04/01/95
0					
313695			0		03/01/25
0					
1406930	757/757		F		240,350.00
ZZ					
SEQUEIRA	KEITH	J	360		240,225.39
1					
4835 MERLENDALE COURT			9.250		1,977.31
95					
			9.000		1,977.31
253,000.00					
ATLANTA	GA	30327	1		03/15/95
11					
2487528			05		05/01/95
30					
2487528			0		04/01/25
0					
1407602	403/728		F		229,500.00
ZZ					
HOJNACKI	THOMAS	S	360		229,261.11
1					
58 RANGE ROAD			9.250		1,888.05
90					
			9.000		1,888.05
255,000.00					
WILTON	CT	06897	1		02/17/95
14					
0380101148			05		04/01/95
25					
6368864			0		03/01/25
0					

1407677	624/728	F	175,750.00
ZZ			
MCWHORTER	DENNIS	360	175,750.00
1			
451 NAPA AVENUE		9.250	1,445.85
95			
		9.000	1,445.85
185,000.00			
RODEO	CA 94572	2	04/04/95
11			
0380115387		05	06/01/95
30			
86125000766F		O	05/01/25
0			
1407684	176/728	F	247,500.00
T			
ECKLOFF	RICHARD D	360	247,500.00
1			
12212 NORTH OLD WHALING LANE		8.875	1,969.23
75			
		8.625	1,969.23
330,000.00			
LONG BEACH TOWN	NJ 08008	1	04/12/95
00			
0380109588		05	06/01/95
0			
102801180		O	05/01/25
0			
1407703	163/728	F	228,000.00

ZZ	BECKER	STEVEN	A	360	227,678.29
1	6 HARVEST DRIVE			9.750	1,958.87
85				9.500	1,958.87
269,290.00	KINGSTON	MA	02364	1	01/31/95
14	0380101767			05	03/01/95
12	0371567445			0	02/01/25
0					
1407729		051/728		F	208,000.00
ZZ	DYMINSKI	JOHN	W	360	207,892.17
1	137 ORCHARD OAK CIRCLE			9.250	1,711.16
80				9.000	1,711.16
260,000.00	CAMPBELL	CA	95008	1	03/07/95
00	0380111360			09	05/01/95
0	161101642			0	04/01/25
0					
1407752		447/447		F	255,500.00
ZZ	KLICKO	HAROLD	H	360	207,197.20
1	3670 BELLE GLADE TRAIL			9.250	2,101.94
70					

			9.000	2,101.94
365,000.00				
LITHONIA	GA	30058	2	12/06/91
00				
921611			05	02/01/92
0				
921611			0	01/01/22
0				
1407777		163/728	F	211,500.00
ZZ				
STEPP		DAVID	360	211,067.74
1				
3801 POTOMAC AVENUE			9.375	1,759.15
90				
			9.125	1,759.15
235,000.00				
FORT WORTH	TX	76107	1	12/09/94
04				
0380101692			05	02/01/95
17				
DOCSEP			0	01/01/25
0				
1407795		670/728	F	270,000.00
ZZ				
LEVINE		JEFFREY G	360	269,867.19
1				
30 GOODNOW LANE			9.500	2,270.31
73				
			9.250	2,270.31
370,900.00				
FRAMINGHAM	MA	01701	1	03/10/95
00				
0380103219			05	05/01/95

0					
738352			O		04/01/25
0					
1407799	670/728		F		232,050.00
ZZ					
MAUPIN	W	B	360		231,838.29
1					
3506	WOLVERINE TRAIL		9.875		2,015.00
95					
			9.625		2,015.00
244,300.00					
1					
TEMPLE	TX	76502	1		02/21/95
14					
0380103391			05		04/01/95
30					
1054534			O		03/01/25
0					
1407801	670/728		F		339,450.00
ZZ					
MURRAY	LESLY	G	360		339,087.33
1					
67	INMAN CIRCLE		9.125		2,761.88
80					
			8.875		2,761.88
424,350.00					
ATLANTA	GA	30309	1		02/14/95
00					
0380103615			03		04/01/95
0					
1061653			O		03/01/25
0					

1407810	670/728		F		225,100.00
ZZ					
KOHART	MARY	E		360	224,883.45
1					
1142	NORTH BETHLEHAM PIKE			9.625	1,913.33
90					
				9.375	1,913.33
250,150.00					
SPRINGHOUSE	PA	19477		1	02/28/95
01					
0380103565				05	04/01/95
25					
2350033				O	03/01/25
0					
1407843	670/728		F		228,950.00
ZZ					
ARCH	JEFFREY	P		360	228,834.37
1					
1993	BARLEY ROAD			9.375	1,904.30
95					
				9.125	1,904.30
241,000.00					
MARRIOTSVILLE	MD	21104		1	03/03/95
11					
0380102831				03	05/01/95
25					
8824266				O	04/01/25
0					
1407853	429/429		F		176,000.00
ZZ					
WITT	BARBARA	J		360	175,826.16

1	11217 EAST WHITETHORN DRIVE		9.500	1,479.91
75			9.250	1,479.91
235,856.00	SCOTTSDALE	AZ 85255	1	02/02/95
00	94075505		03	04/01/95
0	94075505		0	03/01/25
0				
1414660		074/728	F	348,750.00
ZZ	FUNK	MICHAEL S	360	348,569.20
1	1879 NORTH FOREST RIDGE DRIVE		9.250	2,869.08
75			8.980	2,869.08
465,000.00	LAYTON	UT 84040	4	03/14/95
00	0380106204		05	05/01/95
0	1175650		0	04/01/25
0				
1414709		769/728	F	350,000.00
ZZ	NUZZO	ERNEST R	360	350,000.00
1	133 DEER TRAIL NORTH		10.125	3,103.88
77				

			9.875	3,103.88
460,000.00				
RAMSEY BOROUGH	NJ	07446	2	04/05/95
00				
0380108929			05	06/01/95
0				
110100933			0	05/01/25
0				
1414839		324/728	F	230,400.00
ZZ				
DIESS		DARREN	360	230,283.64
1				
925 EMERSON STREET			9.375	1,916.36
90				
			9.125	1,916.36
256,000.00				
UPLAND	CA	91786	1	03/22/95
04				
0380107798			05	05/01/95
25				
5030234			0	04/01/25
0				
1414902		575/728	F	215,950.00
ZZ				
WILLIAMS		MOYSTON W	360	215,731.05
1				
16011 PENNSBURY DRIVE			9.375	1,796.16
90				
			9.125	1,796.16
239,990.00				
BOWIE	MD	20716	1	02/22/95
12				
0380105586			03	04/01/95

20					
450008091			O		03/01/25
0					
1414907	A52/728		F		93,800.00
ZZ					
STEIN	ELLEN	K	360		93,800.00
1					
227 THE SOUTH CHACE			8.750		737.92
70					
			8.500		737.92
134,000.00					
ATLANTA	GA	30328	1		04/07/95
00					
0380105545			09		06/01/95
0					
106634			O		05/01/25
0					
1414915	614/728		F		233,950.00
ZZ					
POLITZ	MICHAEL	J	360		233,806.29
1					
850 36TH AVENUE			8.875		1,861.41
90					
			8.625		1,861.41
260,000.00					
SAN FRANCISCO	CA	94121	1		03/13/95
14					
0380110149			05		05/01/95
17					
7600887784			O		04/01/25
0					
1414957	664/728		F		161,000.00

ZZ					
YU	YAN	C	360		160,920.80
1					
1					
2162	#1A S CHINA PLACE		9.500		1,353.78
70					
			9.250		1,353.78
230,000.00					
CHICAGO	IL	60616	1		03/30/95
00					
0380107863			07		05/01/95
0					
1987502			O		04/01/25
0					
1414988	076/076		F		107,100.00
ZZ					
MAI	BAN	V	360		107,047.33
1					
1670	LADDIE COURT		9.500		900.55
70					
			9.250		900.55
153,000.00					
BEAVERCREEK	OH	45432	1		03/08/95
00					
4387882			05		05/01/95
0					
4387882			O		04/01/25
0					
1415000	195/728		F		320,000.00
ZZ					
JACKSON	WILLIAM	M	360		320,000.00

1	6804 6TH STREET NW			9.250	2,632.57
80				9.000	2,632.57
400,000.00	WASHINGTON	DC	20012	5	03/28/95
00	0380106717			05	06/01/95
0	45871			0	05/01/25
0					
1415004		028/728		F	330,000.00
ZZ	KAIHARA	RICHARD	S	360	329,833.36
3	257-261 ANDOVER STREET			9.375	2,744.77
75				9.125	2,744.77
440,000.00	SAN FRANCISCO	CA	94110	2	03/13/95
00	0380107772			05	05/01/95
0	167100			0	04/01/25
0					
1415021		076/076		F	319,600.00
ZZ	MCCOLLOUGH	RANDY	F	360	319,300.57
1	3114 SLEEPY HOLLOW LANE			9.750	2,745.86
80				9.500	2,745.86
399,500.00					

TEMPLE	TX	76502	1	02/27/95
00				
4425412M			05	04/01/95
0				
4425412M			O	03/01/25
0				
1415024		076/076	F	185,100.00
ZZ				
BAILEY JR		ROLAND E	360	184,926.60
1				
115 BROADLEY COURT			9.750	1,590.29
71				
			9.500	1,590.29
263,000.00				
FRANKLIN	TN	37064	1	02/28/95
00				
4427542			05	04/01/95
0				
1				
4427542			O	03/01/25
0				
1415035		076/076	F	138,000.00
ZZ				
JACOBS		JIM L	360	137,860.09
1				
2112 CLUBVIEW			9.375	1,147.81
50				
			9.125	1,147.81
280,000.00				
AMARILLO	TX	79124	2	02/27/95
00				
6630661			05	04/01/95

0					
6630661			O		03/01/25
0					
1415038	757/757		F		89,900.00
ZZ					
HATTON	PAMELA	W	360		89,900.00
1					
1974	RED OAK ROAD		9.250		739.59
75					
			9.000		739.59
119,900.00					
NORCROSS	GA	30071	1		04/13/95
00					
2492353			05		06/01/95
0					
2492353			O		05/01/25
0					
1415045	076/076		F		223,650.00
ZZ					
ESQUIVEL	TONY	M	360		223,429.11
1					
5701	MIMOSA COURT NE		9.500		1,880.57
90					
			9.250		1,880.57
248,500.00					
ALBUQUERQUE	NM	87111	1		02/09/95
10					
4516912			05		04/01/95
25					
4516912			O		03/01/25
0					
1415069	744/728		F		260,000.00

ZZ					
GARCIA		AMADOR		360	259,861.63
1					
3572		ALTAMONT WAY		9.125	2,115.45
69					
				8.875	2,115.45
381,000.00					
REDWOOD CITY	CA	94062		2	03/21/95
00					
0380107954				05	05/01/95
0					
73533				0	04/01/25
0					
1415078		052/052		F	650,000.00
ZZ					
COWAN		CRAIG	A	360	649,358.01
1					
265		INDIAN KNOB ROAD		9.500	5,465.56
77					
				9.125	5,465.56
845,000.00					
SAN LUIS OBISPO	CA	93401		4	02/22/95
00					
314008				05	04/01/95
0					
314008				0	03/01/25
0					
1					
1415086		052/052		F	95,000.00
ZZ					
TRUONG		SI		360	94,910.99

1	2205 SW MCGINNIS AVENUE		9.750	816.20
66			9.500	816.20
145,000.00	TROUTDALE	OR 97060	1	02/16/95
00	314334		05	04/01/95
0	314334		0	03/01/25
0				
1415089	052/052		F	319,950.00
ZZ	GONZALES	RUBEN	360	319,625.58
1	11876 SW ASPEN RIDGE DRIVE		9.375	2,661.19
90			9.125	2,661.19
355,500.00	TIGARD	OR 97224	1	02/24/95
10	314359		03	04/01/95
17	314359		0	03/01/25
0				
1415096	052/052		F	316,000.00
ZZ	BLOOM	ROBERT E	360	315,844.57
1	35 HUNTER DRIVE		9.500	2,657.10
66			9.250	2,657.10
480,000.00				

EASTCHESTER	NY	10709	5	03/21/95
00				
313735			05	05/01/95
0				
313735			0	04/01/25
0				
1415158		686/686	F	60,000.00
ZZ				
ROBINSON		WILLIAM S	360	59,962.50
1				
5027 WHITE OAK ROAD			9.250	493.61
63				
			9.000	493.61
96,000.00				
CHARLOTTE	NC	28210	1	03/30/95
00				
30816737084			05	05/01/95
0				
30816737084			0	04/01/25
0				
1415162		686/686	F	78,000.00
ZZ				
TRIANI		GAETANO	360	77,962.03
1				
317 ALEATHA DRIVE			9.550	658.72
73				
			9.300	658.72
108,000.00				
DAYTONA BEACH	FL	32114	1	03/22/95
00				
30816652895			03	05/01/95
0				
30816652895			0	04/01/25

ZZ					
REID		DEMETRIUSA	360		201,445.50
1					
802 OTHMAN DRIVE			9.250		1,658.11
88					
			9.000		1,658.11
230,000.00					
FT WASHINGTON	MD	20744	2		03/20/95
14					
88707			05		05/01/95
20					
88707			0		04/01/25
0					
1415189		367/367	F		256,025.96
ZZ					
CHAND		SHEETAL K	337		255,865.50
1					
2234 CASEMONT DRIVE			9.250		2,133.99
74					
			9.000		2,133.99
350,000.00					
FALLS CHURCH	VA	22046	2		03/06/95
00					
7570230			05		05/01/95
0					
7570230			0		05/01/23
0					
1415207		439/439	F		225,600.00
ZZ					
HAMAKER		WALTER A	360		225,600.00
1					
605 WINDING CREEK COURT			8.350		1,710.75

80				8.100	1,710.75
282,000.00					
SOUTHLAKE	TX	76092		1	04/06/95
00					
1773991				05	06/01/95
0					
1773991				0	05/01/25
0					
1415219		073/728		F	325,000.00
ZZ					
PISCITELLO		JOSEPH	T	360	324,822.48
1					
869 MEETINGHOUSE ROAD				9.000	2,615.02
67					
				8.750	2,615.02
490,000.00					
TOWNSHIP OF ABI	PA	19046		1	03/30/95
00					
0380108002				05	05/01/95
0					
444514458				0	04/01/25
0					
1415228		637/728		F	299,250.00
ZZ					
WHITE		BARRY		360	299,082.23
1					
2611 CREEKVIEW COURT				8.875	2,380.97
75					
				8.625	2,380.97
399,000.00					

LAS VEGAS	NV	89117	1	03/28/95
00				
0380108234			05	05/01/95
0				
3180148			0	04/01/25
0				
1415229	637/728		F	295,000.00
ZZ				
PATRICK	MICHAEL	G	360	294,830.27
1				
26582	DAPPLE GREY DRIVE		8.750	2,320.77
68				
			8.500	2,320.77
435,000.00				
LAGUNA HILLS	CA	92653	5	03/30/95
00				
0380108242			05	05/01/95
0				
3461472			0	04/01/25
0				
1415265	A39/728		F	234,000.00
ZZ				
TURNER SR	RALPH	E	360	234,000.00
1				
20628	JAY CARROLL DRIVE		9.375	1,946.29
90				
			9.125	1,946.29
260,000.00				
SANTA CLARITA	CA	91350	1	04/03/95
11				
0380108713			05	06/01/95
25				
9500142			0	05/01/25

0					
1415300	447/447		F		300,000.00
ZZ					
ORME	PAUL	R	360		293,309.26
1					
ORME RANCH SCHOOL			8.875		2,386.94
86					
			8.625		2,386.94
350,000.00					
MAYER	AZ	86333	2		07/06/92
04					
452780			05		08/01/92
20					
452780			0		07/01/22
0					
1415301	447/447		F		256,200.00
ZZ					
DOYLE	JOHN	J	360		247,348.00
1					
12 OLD MIDDLESEX ROAD			10.500		2,343.57
75					
			10.250		2,343.57
345,000.00					
BELMONT	MA	02178	1		12/29/89
00					
512965			05		02/01/90
0					
512965			0		01/01/20
0					
1415303	447/447		F		285,000.00
ZZ					
BACHTELL	DOUGLAS	A	360		283,628.24

1
1

22356 DURBERRY ROAD			9.250	2,344.63
73			9.000	2,344.63
393,000.00				
SMITHBURG	MD	21783	2	08/09/94
00				
1588978			05	09/01/94
0				
1588978			0	08/01/24
0				
1415309		637/728	F	225,000.00
T				
ROTH		ROBERT J	360	224,886.37
1				
3111 BEL AIRE DRIVE #21A			9.375	1,871.44
60			9.125	1,871.44
375,000.00				
LAS VEGAS	NV	89109	1	03/30/95
00				
0380108275			06	05/01/95
0				
3179843			0	04/01/25
0				
1415318		440/728	F	105,000.00
ZZ				
GOLDING		JOEL	360	104,945.56
1				
621 NORTH 1050 WEST			9.250	863.81

75				9.000	863.81
140,000.00					
PROVO	UT	84601		1	03/31/95
00					
0380112624				05	05/01/95
0					
0001337617				0	04/01/25
0					
1415331		375/728		F	63,900.00
T					
ESHOM		ROBERT W		360	63,865.09
1					
10410 N CAVE CREEK RD				9.000	514.16
77					
				8.750	514.16
84,000.00					
PHOENIX	AZ	85020		1	03/15/95
00					
0380108366				01	05/01/95
0					
373357				0	04/01/25
0					
1415346		480/728		F	450,000.00
ZZ					
MORRISON		MARGARET C		360	449,760.53
1					
23618 NORTH CHURCH ROAD				9.125	3,661.35
51					
				8.875	3,661.35
895,000.00					
SCOTTSDALE	AZ	85255		1	03/30/95
00					

0380108788			05	05/01/95
0				
1078716			O	04/01/25
0				
1415356	246/246		F	240,000.00
ZZ				
LOPEZ	ALEJO	L	360	239,865.45
1				
10954	BLOOMINGDALE DRIVE		8.875	1,909.55
68				
			8.625	1,909.55
358,000.00				
ROCKVILLE	MD	20852	1	03/30/95
00				
017657			05	05/01/95
0				
1				
017657			O	04/01/25
0				
1415366	480/728		F	274,000.00
BB				
STANLEY	JOHN		360	273,857.95
1				
24659	NORTH 115TH STREET		9.250	2,254.13
90				
			9.000	2,254.13
305,000.00				
SCOTTSDALE	AZ	85255	1	03/30/95
12				
0380109190			03	05/01/95
25				
1078294			O	04/01/25

0					
1415468	562/562		F		114,000.00
ZZ					
SMITH	ELLIOT	F	360		114,000.00
1					
233 WEST PULASKI ROAD			9.250		937.86
67					
			9.000		937.86
171,000.00					
HUNTINGTON STAT	NY	11746	2		04/12/95
00					
455782			05		06/01/95
0					
455782			0		05/01/25
0					
1415533	267/267		F		294,000.00
ZZ					
PUROHIT	KIKI	U	360		293,835.17
1					
4908 CALVIN AVE			8.875		2,339.20
80					
			8.625		2,339.20
367,500.00					
TARZANA	CA	91356	1		03/20/95
00					
7317018			05		05/01/95
0					
7317018			0		04/01/25
0					
1415546	028/728		F		318,750.00
ZZ					
PARASSON	LEFTER	G	360		318,750.00

1					
240 NORTH BUCKSKIN WAY			8.750		2,507.61
75					
			8.500		2,507.61
425,000.00					
ORANGE	CA	92669	1		04/26/95
00					
0380115718			05		06/01/95
0					
167564			0		05/01/25
0					
1415648		470/728	F		319,450.00
ZZ					
ADAMS		MARK	360		319,450.00
1					
264 SOUTH OWENS DRIVE			9.000		2,570.37
90					
			8.750		2,570.37
355,000.00					
ANAHEIM	CA	92808	1		04/05/95
21					
0380109182			05		06/01/95
20					
24126022			0		05/01/25
0					
1					
1415679		375/728	F		242,750.00
ZZ					
PILZER		DANIEL C	360		242,516.48
1					
824 ATLANTA COUNTRY CLUB DRIVE			9.625		2,063.35

65			9.375	2,063.35
373,500.00	MARIETTA	GA 30067	1	03/02/95
00				
0380109208			05	04/01/95
0				
374411			0	03/01/25
0				
1415738		A01/728	F	85,000.00
T				
MORRA		ANTHONY	360	85,000.00
1				
2620 CRABTREE CIRCLE			8.750	668.70
65				
			8.500	668.70
132,400.00	BOYNTON BEACH	FL 33436	1	04/07/95
00				
0380109265			03	06/01/95
0				
106336			0	05/01/25
0				
1415758		696/728	F	416,150.00
ZZ				
YAROVENKO		ALEXANDER	360	416,150.00
1				
1303 STAMFORD WAY			8.875	3,311.08
75				
			8.625	3,311.08
554,900.00	RESTON	VA 22094	1	04/14/95
00				

0380109323			03	06/01/95
0				
7020401			O	05/01/25
0				
1415799	597/728		F	245,000.00
ZZ				
BRATTON	WILLIAM M		360	245,000.00
1				
262 RIDGEWOOD AVENUE			9.000	1,971.33
70				
			8.750	1,971.33
350,000.00				
GLEN RIDGE	NJ 07028		1	04/13/95
00				
0380109620			05	06/01/95
0				
150130			O	05/01/25
0				
1415805	439/439		F	210,000.00
ZZ				
KORDIK	JEFF		360	210,000.00
1				
725 LARKIN VALLEY ROAD			8.850	1,667.10
65				
			8.600	1,667.10
325,000.00				
WATSONVILLE	CA 95076		1	04/07/95
00				
17722927			05	06/01/95
0				
17722927			O	05/01/25
0				

1415830	637/728		F	87,500.00
ZZ				
SINGH	AMRIT	P	360	87,500.00
1				
81-27 267TH ST			9.250	719.85
50				
			9.000	719.85
175,000.00				
1				
BELLEROSE	NY	11004	1	04/07/95
00				
0380111493			05	06/01/95
0				
4460408			O	05/01/25
0				
1415832	637/728		F	143,500.00
ZZ				
KHAN	MOHAMMED	S	360	143,500.00
3				
35-48 29TH ST.			9.625	1,219.74
70				
			9.375	1,219.74
205,000.00				
LONG ISLAND CIT	NY	11106	1	04/14/95
00				
0380111485			05	06/01/95
0				
4460036			O	05/01/25
0				
1415833	637/728		F	216,600.00
ZZ				
KAUPPILA	ROBERT	W	360	216,600.00

1					
3943	SWEETWATER DRIVE		9.000		1,742.82
95					
			8.750		1,742.82
228,000.00					
ROCKLIN	CA	95677	1		04/07/95
10					
0380111501			05		06/01/95
30					
3431392			0		05/01/25
0					
1415834		637/728	F		152,450.00
ZZ					
WERTIME	LYNNE	A	360		152,450.00
1					
211	WHITESTONE ROAD		8.875		1,212.96
75					
			8.625		1,212.96
203,300.00					
KENNETT SQUARE	PA	19348	1		04/11/95
00					
0380112889			05		06/01/95
0					
4028296			0		05/01/25
0					
1415877		A52/728	F		251,900.00
ZZ					
JAMES	DORSEY	M	360		251,900.00
1					
330	AYLESWORTH COVE		8.875		2,004.23
90					
			8.625		2,004.23

279,900.00	ALPHARETTA	GA	30202	1	04/21/95
04					
0380109711				03	06/01/95
25					
107077				0	05/01/25
0					
1415879			324/728	F	488,000.00
ZZ					
DRIVER JR		M		C	360
					488,000.00
1					
3407 MOUNT BONNELL DRIVE				8.625	3,795.62
80					
				8.375	3,795.62
610,000.00					
AUSTIN		TX	78731	4	04/10/95
00					
0380111543				05	06/01/95
0					
2443200891				0	05/01/25
0					
1					
1415881			131/131	F	237,000.00
ZZ					
MEJIA			ERNEST	360	237,000.00
1					
7400 WILLOW LANE				9.125	1,928.31
88					
				8.875	1,928.31
269,736.00					
BROOKLYN PARK		MN	55443	1	04/12/95
10					

2572886			05	06/01/95
17				
2572886			O	05/01/25
0				
1415973	241/241		F	248,000.00
ZZ				
BRIGGS	RUSSELL K		360	247,878.01
1				
240 S DRAKE DRIVE			9.500	2,085.32
73				
			9.250	2,085.32
340,000.00				
MANHATTAN	KS 66502		2	03/07/95
00				
7027238			05	05/01/95
0				
7027238			O	04/01/25
0				
1415974	241/241		F	220,000.00
ZZ				
NICKLES	CONSTANCEP		360	219,891.80
1				
6100 VAUX ROAD			9.500	1,849.87
80				
			9.250	1,849.87
275,000.00				
BURTON	SC 29902		1	03/27/95
00				
7028863			05	05/01/95
0				
7028863			O	04/01/25
0				

1415975	450/728	F	253,600.00
ZZ			
WESTERDALE	TIMOTHY A	360	253,454.10
1			
2427 LONDONDERRY		8.750	1,995.07
80			
		8.500	1,995.07
317,600.00			
ANN ARBOR	MI 48104	1	03/31/95
00			
0380110032		05	05/01/95
0			
3840733		O	04/01/25
0			
1416004	766/728	F	44,200.00
T			
URRUTIA	GUILLERMO	360	44,200.00
1			
6345 COLLINS AVE. #505		9.375	367.63
76			
		9.125	367.63
58,400.00			
MIAMI BEACH	FL 33141	1	04/28/95
00			
0380112855		06	06/01/95
0			
95HA024		O	05/01/25
0			
1416017	686/686	F	145,000.00
ZZ			
PITAMBER	KAMLA	360	145,000.00
1			

77 CLINTON PARK DRIVE			9.650	1,235.14
75			9.400	1,235.14
195,000.00				
BERGENFIELD	NJ	07621	1	04/07/95
00				
0030816523807			05	06/01/95
0				
0030816523807			0	05/01/25
0				
1416019		686/686	F	27,500.00
ZZ				
DEL GAIS		FRED	R	360
				27,500.00
1				
9795-B TABEBUIA TREE DRIVE			9.200	225.25
36				
APT IX-315-B			8.950	225.25
77,500.00				
BOYNTON BEACH	FL	33436	1	04/05/95
00				
0030816590871			01	06/01/95
0				
0030816590871			0	05/01/25
0				
1416023		686/686	F	232,500.00
ZZ				
FAZILAT		ABDUL	R	360
				232,500.00
1				
9113 MEADOWCREEK LANE			9.050	1,879.12
75				
			8.800	1,879.12

310,000.00	LORTON	VA	22079	1	04/05/95
00					
0030816644587				03	06/01/95
0					
0030816644587				0	05/01/25
0					
1416024		267/267		F	270,000.00
ZZ					
BROWN		MICHAEL	H	360	270,000.00
1					
5527 BLUEBELL AVENUE				8.875	2,148.25
78					
				8.625	2,148.25
350,000.00	VALLEY VILLAGE	CA	91607	2	04/06/95
00					
7316745				05	06/01/95
0					
7316745				0	05/01/25
0					
1416044		083/728		F	235,600.00
ZZ					
BOSCHEN		SHARON	L	360	235,471.31
1					
26632 CHESTER DRIVE				9.000	1,895.69
80					
				8.750	1,895.69
294,500.00	LAGUNA HILLS	CA	92653	1	03/23/95
00					
0380111188				03	05/01/95
0					

1080767				O	04/01/25
0					
1416050	A35/728			F	299,250.00
ZZ					
PANDELIS	NICK			360	299,250.00
1					
2223	VERSAILLES COURT			9.500	2,516.26
75					
				9.250	2,516.26
399,000.00					
HENDERSON	NV	89014		1	04/27/95
00					
0380115957				03	06/01/95
0					
1					
2118				O	05/01/25
0					
1416075	736/728			F	323,900.00
ZZ					
ROBERTSON JR	RICHARD	H		360	323,900.00
1					
2635	ANNANDALE			9.125	2,635.36
90					
				8.875	2,635.36
360,000.00					
TUSTIN	CA	92680		1	04/07/95
21					
0380113804				05	06/01/95
25					
426834				O	05/01/25
0					

1416138	562/562	F	164,000.00
ZZ			
SHASHATY	RICHARD	360	164,000.00
1			
41 EAGLENEST ROAD		9.000	1,319.59
69			
		8.750	1,319.59
239,000.00			
FREEHOLD	NJ 07728	1	04/24/95
00			
457085		05	06/01/95
0			
457085		0	05/01/25
0			
1416143	246/246	F	247,500.00
ZZ			
PIERCE	JOHN A	360	247,364.80
1			
3715 TANGLEWOOD LANE		9.000	1,991.45
75			
		8.750	1,991.45
330,000.00			
DAVIDSONVILLE	MD 21035	1	03/28/95
00			
017884		03	05/01/95
0			
017884		0	04/01/25
0			
1416144	246/246	F	60,000.00
ZZ			
DELONG	JANET	360	60,000.00
1			
119 BATTLE MOUNTAIN ROAD		9.250	493.61

37				9.000	493.61
166,000.00	AMISSVILLE	VA	22002	1	04/13/95
00					
88762				05	06/01/95
0					
88762				0	05/01/25
0					
1416157			560/560	F	255,200.00
ZZ					
SETO			WILLIAM R	360	230,350.55
1					
3645	MAYFAIR RD NW			10.000	2,239.56
80					
				9.750	2,239.56
319,000.00	ATLANTA	GA	30342	1	07/16/90
00					
217452853				05	09/01/90
0					
217452853				0	08/01/20
0					
1					
1416158			560/560	F	232,000.00
ZZ					
FLATZ			DOUGLAS R	360	225,152.69
1					
795	N FERNDALE RD			10.375	2,100.54
75					
				10.125	2,100.54

312,000.00					
WAYZATA	MN	55391	1		10/31/90
00					
217530336			05		12/01/90
0					
217530336			0		11/01/20
0					
1416159		560/560	F		228,706.28
ZZ					
KATZ		ROY D	315		228,189.35
1					
11 ARLEN WAY			10.375		2,118.04
77					
			10.125		2,118.04
299,000.00					
WEST HARTFORD	CT	06117	1		12/16/94
00					
217847136			05		03/01/95
0					
217847136			0		05/01/21
0					
1416160		560/560	F		212,700.75
ZZ					
SCIARAPPA		JOSEPH M	318		212,176.65
1					
106 HANSON RD			10.375		1,966.25
69					
			10.125		1,966.25
310,000.00					
CHESTER	NH	03036	1		12/20/94
00					
217896265			05		02/01/95
0					

217896265			O	07/01/21
0				
1416161	560/560		F	207,518.60
ZZ				
ASHONG	EMMANUEL F		318	207,142.86
1				
6 REDSTONE RIDGE			10.375	1,918.34
85				
			10.125	1,918.34
245,000.00				
VOORHEES	NJ 08043		1	01/09/95
11				
217940816			05	03/01/95
12				
217940816			O	08/01/21
0				
1416162	560/560		F	149,507.49
ZZ				
CAPONE	LAWRENCE		325	149,034.81
1				
6906 HALL DRIVE			9.875	1,322.50
47				
			9.625	1,322.50
320,000.00				
BERLIN	MD 21811		1	11/22/94
00				
220069132			05	01/01/95
0				
220069132			O	01/01/22
0				
1416163	560/560		F	115,619.81
T				

SCHALL JR	KIRBY	J	329	114,867.07
1				
4532 39TH STREET SOUTH			9.000	948.31
68				
			8.750	948.31
171,500.00				
1				
ST. PETERSBURG	FL	33711	1	06/06/94
00				
220074298			05	09/01/94
0				
220074298			0	01/01/22
0				
1416164	560/560		F	189,695.25
ZZ				
KAZIGO	JOSEPH	M	328	186,988.70
1				
RTE 202 MILL DAM STREET			10.000	1,692.03
55				
			9.750	1,692.03
350,000.00				
SOMERS	NY	10540	1	10/06/94
00				
220142004			05	12/01/94
0				
220142004			0	03/01/22
0				
1416165	560/560		F	260,800.00
ZZ				
ONTJES	GENE	K	360	260,263.84
1				
9 LAURA LYNN LANE			8.875	2,075.04

80				8.625	2,075.04
326,000.00					
GLEN MILLS	PA	19342		1	02/17/95
00					
450083795				05	04/01/95
0					
450083795				0	03/01/25
0					
1416167		560/560		F	318,250.00
ZZ					
ABRAMCHECK		FRANK	J	360	317,891.84
1					
8278 ARMETALE LANE				8.875	2,532.14
95					
				8.625	2,532.14
335,000.00					
FAIRFAX STATION	VA	22039		1	02/28/95
10					
450089453				03	04/01/95
30					
450089453				0	03/01/25
0					
1416168		560/560		F	230,000.00
R					
TSANG		KWONG	L	360	229,883.86
1					
537 SILVERADO DRIVE				9.375	1,913.02
52					
				9.125	1,913.02
450,000.00					
LAFAYETTE	CA	94549		1	02/10/95

00					
450093521			05		05/01/95
0					
450093521			0		04/01/25
0					
1416169	560/560		F		116,850.00
ZZ					
CICCARIELLO	RONALD		360		116,782.77
1					
10981 HAYDEN DRIVE			8.750		919.26
70					
			8.500		919.26
168,000.00					
BOCA RATON	FL	33498	1		03/15/95
00					
450096912			03		05/01/95
0					
450096912			0		04/01/25
0					
1					
1416170	560/560		F		340,000.00
ZZ					
BAGGETT	ROBERT W		360		339,819.07
1					
142 17TH STREET			9.125		2,766.35
80					
			8.875		2,766.35
425,000.00					
ATLANTA	GA	30309	1		03/15/95
00					
450097019			05		05/01/95
0					

450097019				O	04/01/25
0					
1416171	560/560			F	85,000.00
ZZ					
COHEN	JACK	S	360		84,951.09
1					
249 LONGWOOD ROAD			8.750		668.70
29					
			8.500		668.70
300,000.00					
KENNETT SQUARE	PA	19348	1		03/15/95
00					
450097027			03		05/01/95
0					
450097027			O		04/01/25
0					
1416172	560/560			F	256,850.00
ZZ					
DEBOEVER	GEORGE	V	360		256,720.29
1					
505 RAVEN PLACE			9.375		2,136.35
95					
			9.125		2,136.35
270,375.00					
CLAYTON	CA	94517	1		03/01/95
04					
450097829			05		05/01/95
25					
450097829			O		04/01/25
0					
1416173	560/560			F	238,500.00
ZZ					

LUNEY JR	PERCY	R	360	238,379.56
1				
2800 CHURCHILL ROAD			9.375	1,983.72
90				
			9.125	1,983.72
265,000.00				
RALEIGH	NC	27607	1	03/17/95
10				
450098546			05	05/01/95
25				
450098546			0	04/01/25
0				
1416174	560/560		F	209,600.00
ZZ				
MCLAUGHLIN	PATRICK	M	360	209,482.50
1				
34 CRAWFORD ROAD			8.875	1,667.67
80				
			8.625	1,667.67
262,000.00				
AUDUBON	PA	19403	1	03/20/95
00				
450099197			05	05/01/95
0				
450099197			0	04/01/25
0				
1416175	560/560		F	520,000.00
ZZ				
RUIZ	MANUEL	J	360	519,708.48
1				
19136 OAHU LANE			8.875	4,137.35

80				8.625	4,137.35
650,000.00					
SARATOGA	CA	95070		1	03/15/95
00					
450099700				05	05/01/95
0					
450099700				0	04/01/25
0					
1416179		560/560		F	328,000.00
ZZ					
MANNING		JOSEPH		300	327,719.40
1					
121 WETUMPKA LANE				9.250	2,808.93
80					
				9.000	2,808.93
410,000.00					
WATCHUNG	NJ	07060		2	03/20/95
00					
450102322				05	05/01/95
0					
450102322				0	04/01/20
0					
1416180		560/560		F	225,380.00
ZZ					
DESHON IV		DANIEL A		360	225,274.85
1					
210 CONDOR WAY				9.750	1,936.36
95					
				9.500	1,936.36
237,247.00					
CLAYTON	CA	94517		1	03/06/95

10					
450102769			05		05/01/95
30					
450102769			0		04/01/25
0					
1416181	560/560		F		68,650.00
ZZ					
SANDOVAL	MARIA	L	360		68,614.41
1					
6068 NORTH GOLDEN EAGLE DRIVE			9.250		564.77
32					
			9.000		564.77
215,500.00					
TUCSON	AZ	85715	1		03/14/95
00					
450102827			03		05/01/95
0					
450102827			0		04/01/25
0					
1416182	560/560		F		104,400.00
T					
JOHNSON	KEN		360		104,345.88
1					
640 VILLAGE ROAD #102			9.250		858.87
80					
			9.000		858.87
130,500.00					
BRECKENRIDGE	CO	80424	1		03/27/95
00					
450102884			01		05/01/95
0					
450102884			0		04/01/25
0					

1416184	560/560		F	185,000.00
ZZ				
DIEFENDORF	WARREN	L	360	184,896.29
1				
32847 NORTH 68TH PLACE			8.875	1,471.94
75				
			8.625	1,471.94
246,788.00				
SCOTTSDALE	AZ	85262	1	03/20/95
00				
450103619			03	05/01/95
0				
1				
450103619			O	04/01/25
0				
1416185	560/560		F	215,000.00
ZZ				
OLIN	LEONARD	I	360	214,882.56
1				
21 DUCKS HEAD			9.000	1,729.94
52				
			8.750	1,729.94
415,000.00				
NEW CASTLE	NH	03854	1	03/29/95
00				
450103742			01	05/01/95
0				
450103742			O	04/01/25
0				
1416186	560/560		F	161,000.00
ZZ				

TESSLER	DEBORAH	A	360	160,918.69
1				
100 HOPKINS STREET			9.375	1,339.12
75				
			9.125	1,339.12
216,000.00				
HILLSDALE	NJ	07642	1	03/29/95
00				
450104104			05	05/01/95
0				
450104104			O	04/01/25
0				
1416187	560/560		F	324,000.00
ZZ				
CUDNEY	ROBERT	E	360	323,201.64
1				
1 DERNE PLACE			9.375	2,694.87
90				
			9.125	2,694.87
364,000.00				
LAGUNA NIGUEL	CA	92677	1	03/02/95
10				
450104401			05	05/01/95
25				
450104401			O	04/01/25
0				
1416188	560/560		F	224,000.00
ZZ				
DEGEAL	GEORGE	W	360	223,886.88
1				
815 NORTH HAZELWOOD LANE			9.375	1,863.12
80				
			9.125	1,863.12

280,000.00					
PRESCOTT	AZ	86301	1		03/15/95
00					
450104427			05		05/01/95
0					
450104427			0		04/01/25
0					
1416189		560/560	F		237,450.00
ZZ					
GARZA		JOHN	J	360	237,330.09
1					
1377	SCOSSA	AVENUE	9.375		1,974.99
95					
			9.125		1,974.99
249,950.00					
SAN JOSE	CA	95118	1		03/22/95
10					
450104476			05		05/01/95
30					
450104476			0		04/01/25
0					
1					
1416191		560/560	F		394,500.00
ZZ					
CHURCHWELL		GEORGE	H	360	394,284.51
1					
12520	PHILMONT	DRIVE	9.000		3,174.24
90					
			8.750		3,174.24
438,348.00					
HERNDON	VA	22070	1		03/30/95

04					
450104898			03		05/01/95
30					
450104898			0		04/01/25
0					
1416193	560/560		F		94,500.00
ZZ					
DUBOIS	RICHARD A		360		94,454.73
1					
80 YANKEE AVENUE			9.625		803.24
95					
			9.375		803.24
99,500.00					
BANGOR	ME 04401		1		03/30/95
04					
450105713			05		05/01/95
30					
450105713			0		04/01/25
0					
1416194	560/560		F		65,000.00
ZZ					
SHEARER	MARLIN R		360		64,966.30
1					
3 MINERAL STREET			9.250		534.74
50					
			9.000		534.74
130,000.00					
IPSWICH	MA 01938		1		03/30/95
00					
450106034			05		05/01/95
0					
450106034			0		04/01/25
0					

1416195	560/560		F	418,850.00
ZZ				
KAMINSKY	JORGE	A	360	418,654.59
1				
317 SUNSET DRIVE			9.750	3,598.57
90				
			9.500	3,598.57
465,443.00				
DANVILLE	CA	94506	1	03/30/95
10				
450106133			03	05/01/95
25				
450106133			O	04/01/25
0				
1416197	560/560		F	294,000.00
ZZ				
THIELEMIER	STEPHEN	J	360	293,835.17
1				
10130 COUNTRY WAY DRIVE			8.875	2,339.20
75				
			8.625	2,339.20
392,000.00				
CORDOVA	TN	38018	4	03/31/95
00				
450106448			05	05/01/95
0				
450106448			O	04/01/25
0				
1416198	560/560		F	280,800.00
ZZ				
LAND	KEITH	W	360	280,634.22
1				

102 PADDOCK DRIVE			8.625	2,184.03
90				
			8.375	2,184.03
312,000.00				
1				
SPRINGFIELD TWP NJ 08022			1	03/31/95
04				
450107347			05	05/01/95
25				
450107347			0	04/01/25
0				
1416201	560/560		F	250,000.00
ZZ				
CHALEFF	PHILIP L		360	249,659.85
1				
230 CINNABAR LANE			8.875	1,989.11
75				
			8.625	1,989.11
337,270.00				
YARDLEY PA 19067			1	03/31/95
00				
450108097			05	05/01/95
0				
450108097			0	04/01/25
0				
1416202	560/560		F	368,000.00
ZZ				
FOLTYNEWICZ	GARY L		360	367,809.22
1				
1002 OLD HICKORY BLVD			9.250	3,027.45
66				
			9.000	3,027.45

562,500.00					
BRENTWOOD	TN	37027	2		03/27/95
00					
450108964			05		05/01/95
0					
450108964			0		04/01/25
0					
1416203		560/560	F		209,000.00
ZZ					
BARTOLI		DAN	360		208,888.78
1					
1262 NORTH MCKEMY AVENUE			9.125		1,700.49
95					
			8.875		1,700.49
220,000.00					
CHANDLER	AZ	85226	1		03/29/95
04					
450109574			03		05/01/95
30					
450109574			0		04/01/25
0					
1416204		560/560	F		49,150.00
ZZ					
LACHOWICZ		TANYA E	360		49,124.52
1					
334 EAST 16TH STREET			9.250		404.34
52					
			9.000		404.34
95,000.00					
TUCSON	AZ	85701	2		03/17/95
00					
450110614			05		05/01/95

0					
450110614			O		04/01/25
0					
1416205	560/560		F		213,000.00
ZZ					
RAMADAN	YUSUF		360		213,000.00
1					
11 IRVING PLACE			9.250		1,752.30
89					
			9.000		1,752.30
241,000.00					
NEW ROCHELLE	NY	10801	1		04/04/95
10					
450110895			05		06/01/95
17					
450110895			O		05/01/25
0					
1					
1416207	560/560		F		140,000.00
ZZ					
ALVAREZ	RAMON	F	360		139,919.45
1					
2120 HOLLY DRIVE			8.750		1,101.38
50					
			8.500		1,101.38
280,000.00					
LOS ANGELES	CA	90068	6		03/31/95
00					
450111364			05		05/01/95
0					
450111364			O		04/01/25
0					

1416211	560/560	F	269,850.00
ZZ			
MADDEN	ROBERT J	360	269,850.00
1			
2549 SHOOTING STAR PLACE		9.750	2,318.43
90			
		9.500	2,318.43
299,900.00			
ALPINE	CA 91901	1	03/31/95
04			
450112305		05	06/01/95
25			
450112305		0	05/01/25
0			
1416212	560/560	F	224,000.00
ZZ			
CASALONE	JOSEPH J	360	224,000.00
1			
220 HARBOR LANE EAST		9.750	1,924.51
30			
		9.500	1,924.51
750,000.00			
MASSAPEQUA PK	NY 11762	5	04/06/95
00			
450113048		05	06/01/95
0			
450113048		0	05/01/25
0			
1416213	560/560	F	120,000.00
ZZ			
WONG	THOMAS J	360	120,000.00
1			

369 OGDEN AVENUE			9.625	1,019.99
71				
			9.375	1,019.99
170,000.00				
TEANECK	NJ	07666	1	04/11/95
00				
450113121			05	06/01/95
0				
450113121			0	05/01/25
0				
1416214		560/560	F	42,500.00
ZZ				
HERSHEY		KATHLEEN L	360	42,500.00
1				
6076 REGENT DRIVE			8.875	338.15
39				
			8.625	338.15
111,000.00				
HARRISBURG	PA	17112	1	04/11/95
00				
450113162			05	06/01/95
0				
450113162			0	05/01/25
0				
1416217		560/560	F	230,000.00
ZZ				
CAMPBELL		CHARLES W	360	230,000.00
1				
862 WHITMOOR DRIVE			9.375	1,913.02
78				
			9.125	1,913.02

295,000.00					
ST. CHARLES	MO	63304	1		04/12/95
00					
450113410			05		06/01/95
0					
450113410			0		05/01/25
0					
1416219		560/560	F		130,000.00
ZZ					
DEMOYA JR		RENE	360		130,000.00
1					
4550 SOUTH WEST 99 COURT			9.000		1,046.01
73					
			8.750		1,046.01
180,000.00					
MIAMI	FL	33165	1		04/13/95
00					
450114210			05		06/01/95
0					
450114210			0		05/01/25
0					
1416221		560/560	F		240,980.00
ZZ					
SCHMITZ		STEPHEN G	360		240,980.00
1					
12196 NORTH 138TH WAY			9.250		1,982.48
90					
			9.000		1,982.48
267,761.00					
SCOTTSDALE	AZ	85259	1		04/13/95
04					
450115076			03		06/01/95

25					
450115076			O		05/01/25
0					
1416225	560/560		F		293,000.00
ZZ					
LIECHTY	STANLEY	R	360		293,000.00
1					
1008	ERIEL AVENUE		8.750		2,305.03
80					
			8.500		2,305.03
367,000.00					
TORRANCE	CA	90503	1		04/06/95
00					
450117346			05		06/01/95
0					
450117346			O		05/01/25
0					
1416226	560/560		F		78,000.00
ZZ					
GANEV	KIRIL	D	360		78,000.00
1					
5035	NORTH KILDARE		9.000		627.61
60					
			8.750		627.61
130,000.00					
CHICAGO	IL	60630	1		04/21/95
00					
450118104			05		06/01/95
0					
450118104			O		05/01/25
0					
1416227	560/560		F		220,450.00

ZZ	PURCELL	MARTIN	360	220,450.00
1	824 HARDELL LANE		9.000	1,773.79
90			8.750	1,773.79
245,000.00	VISTA	CA 92084	1	04/14/95
10	450119136		05	06/01/95
25				
1	450119136		0	05/01/25
	1416244	069/728	F	304,500.00
ZZ	HOOKS SR	DALTON L	360	304,337.95
1	187 HARVARD COURT		9.125	2,477.52
75			8.875	2,477.52
406,000.00	HENDERSON	NV 89014	2	03/30/95
00	0380111824		03	05/01/95
0	2352027613		0	04/01/25
	1416289	719/728	F	227,000.00
ZZ	NASIOS	VASILIOS	360	227,000.00
1				

1010 HAWLINGS ROAD			9.500	1,908.74
59				
			9.250	1,908.74
385,000.00				
BROOKEVILLE	MD	20833	2	04/18/95
00				
0380112061			05	06/01/95
0				
360010898			0	05/01/25
0				
1416293		688/728	F	60,000.00
ZZ				
SHEPARD		BRAD	360	59,968.89
1				
2208 WEST 49TH STREET			9.250	493.61
62				
			9.000	493.61
98,000.00				
AUSTIN	TX	78751	1	03/10/95
00				
0380112152			05	05/01/95
0				
0917339			0	04/01/25
0				
1416346		637/728	F	230,400.00
ZZ				
CRYSDALE		MATTHEW C	360	230,400.00
1				
917 SAVOY COURT			8.875	1,833.17
80				
			8.625	1,833.17
288,000.00				
PETALUMA	CA	94954	1	04/19/95

00					
0380113010			05		06/01/95
0					
3502531			0		05/01/25
0					
1416348	232/232		F		280,000.00
ZZ					
CHAN	ALVIN		360		280,000.00
1					
734 BERKSHIRE DRIVE			8.500		2,152.96
66					
			8.250		2,152.96
430,000.00					
MILLBRAE	CA 94030		1		04/13/95
00					
9711979			05		06/01/95
0					
9711979			0		05/01/25
0					
1					
1416369	637/728		F		388,000.00
ZZ					
PORRINO	PETER D		360		388,000.00
1					
3305 JEREMY COURT			8.875		3,087.11
80					
			8.625		3,087.11
485,000.00					
SANTA ROSA	CA 95404		1		04/12/95
00					
0380113002			05		06/01/95

0				
3502127			O	05/01/25
0				
1416374	051/728		F	136,000.00
ZZ				
COREY	DEBBIE	L	360	136,000.00
1				
4801 EAST GARLAND STREET			9.125	1,106.54
68				
			8.875	1,106.54
200,000.00				
ANAHEIM	CA	92807	1	04/05/95
00				
0380112780			05	06/01/95
0				
10106388			O	05/01/25
0				
1416449	561/728		F	181,300.00
ZZ				
BRINSON	CLEALIA	L	360	181,300.00
1				
4 JERI LANE			8.875	1,442.51
70				
			8.625	1,442.51
259,900.00				
OLD BRIDGE	NJ	08857	1	04/12/95
00				
0380112129			05	06/01/95
0				
8480865			O	05/01/25
0				
1416454	480/728		F	153,750.00

ZZ	THOMPSON	ROBERT	P	360	153,750.00
1	2066 MONTANA AVENUE NE			9.375	1,278.81
75				9.125	1,278.81
205,000.00	ST. PETERSBURG	FL	33703	1	04/12/95
00	0380112228			05	06/01/95
0	1049378			0	05/01/25
0					
1416465		232/232		F	270,000.00
ZZ	KATAOKA	JEFF		360	269,867.19
1	12 WALNUT BAY COURT			9.500	2,270.31
73				9.250	2,270.31
373,950.00	SACRAMENTO	CA	95831	2	03/16/95
00	309710542			05	05/01/95
0	309710542			0	04/01/25
0					
1416474		670/670		F	1,000,000.00
ZZ	BENASSI	JOHN	M	360	998,512.64
1	15306 LAS PLANIDERAS			9.500	8,408.55
77					

1,300,000.00			9.250	8,408.55
1				
RANCHO SANTA FE	CA	92067	1	01/18/95
00				
29609070			03	03/01/95
0				
29609070			0	02/01/25
0				
1416475		670/670	F	204,000.00
ZZ				
REYES		JULIO	360	203,696.56
1				
935 24 ROAD			9.500	1,715.35
80				
			9.250	1,715.35
255,000.00				
GRAND JUNCTION	CO	81505	2	01/31/95
00				
1027040			05	03/01/95
0				
1027040			0	02/01/25
0				
1416483		670/670	F	297,000.00
ZZ				
CHATURVEDI		RAHUL	360	296,865.06
1				
6 FOUNDRY ROAD			9.875	2,579.00
89				
			9.625	2,579.00
334,000.00				
SHARON	MA	02067	2	03/13/95

11					
1091843			05		05/01/95
25					
1091843			0		04/01/25
0					
1416484	670/670		F		300,000.00
ZZ					
KLEINBERG	EVAN		360		299,831.81
1					
10 OLD PINE DRIVE			8.875		2,386.94
48					
			8.625		2,386.94
628,960.00					
EAST HAMPTON	NY	11937	1		03/17/95
00					
1102486			05		05/01/95
0					
1102486			0		04/01/25
0					
1416486	670/670		F		499,950.00
ZZ					
LEE	ROBERT	B	360		499,517.50
1					
915 OLD POST ROAD			10.125		4,433.67
75					
			9.875		4,433.67
675,000.00					
FAIRFIELD	CT	06430	1		02/23/95
00					
12846810			05		04/01/95
0					
12846810			0		03/01/25
0					

1416494	670/670	F	975,000.00
ZZ			
BERUFF	EDUARDO	360	975,000.00
1			
5200 PARTRIDGE LANE NW		8.875	7,757.54
75			
		8.625	7,757.54
1,300,000.00			
WASHINGTON	DC 20016	1	04/03/95
00			
2224640		05	06/01/95
0			
2224640		0	05/01/25
0			
1			
1416497	670/670	F	305,000.00
ZZ			
HEATH	SCOTT	360	304,824.52
1			
205 COLUMBIA AVENUE		8.750	2,399.44
76			
		8.500	2,399.44
405,000.00			
KENSINGTON	CA 94708	1	03/22/95
00			
2318075		05	05/01/95
0			
2318075		0	04/01/25
0			
1416498	670/670	F	211,300.00
ZZ			
SILVA	TIMOTHY W	360	211,193.29

1	2420 TUNLAW ROAD NW		9.375	1,757.49
95			9.125	1,757.49
222,500.00	WASHINGTON	DC 20007	1	03/29/95
14	2388707		07	05/01/95
30	2388707		0	04/01/25
0				
1416499	670/670		F	325,000.00
ZZ	STEINBERG	WILLIAM S	360	324,840.14
28	733 PARK AVENUE APT 2ND FLOOR		9.500	2,732.78
24			9.250	2,732.78
1,375,000.00	NEW YORK	NY 10021	5	03/17/95
00	2437180		14	05/01/95
0	2437180		0	04/01/25
0				
1416500	670/670		F	344,000.00
ZZ	GALEL	ZEV	360	343,821.66
1	13119 LA BARRANCA ROAD		9.250	2,830.01
42			9.000	2,830.01
830,000.00				

LOS ALTOS HILLS	CA	94022	1	03/10/95
00				
2881128			05	05/01/95
0				
2881128			0	04/01/25
0				
1416504		670/670	F	367,320.00
ZZ				
CAMPBELL IV		DAVID	W	360
				366,917.22
1				
5108 HUISACHE STREET			9.000	2,955.54
80				
			8.750	2,955.54
459,150.00				
BELLAIRE		TX	77401	4
				02/16/95
00				
2948308			05	04/01/95
0				
2948308			0	03/01/25
0				
1416507		670/670	F	199,000.00
ZZ				
UCHIL		SANJEEV		240
				198,706.74
1				
2258 W 233RD ST			9.125	1,806.49
74				
			8.875	1,806.49
270,000.00				
TORRANCE		CA	90501	2
				03/24/95
00				
2949571			05	05/01/95

0					
2949571			O		04/01/15
0					
1416508	670/670		F		203,150.00
ZZ					
BAUER JR	FRED	M	360		203,031.29
1					
14140	NW HARVEST LANE		8.675		1,587.32
55					
			8.425		1,587.32
375,000.00					
PORTLAND	OR	97229	2		03/24/95
00					
2952530			05		05/01/95
0					
2952530			O		04/01/25
0					
1416509	670/670		F		268,000.00
ZZ					
COVER	HERBERT	S	360		267,867.05
1					
6924	E NIGHT GLOW CIRCLE		9.460		2,245.68
80					
			9.210		2,245.68
336,048.00					
SCOTTSDALE	AZ	85262	1		03/16/95
00					
2954630			03		05/01/95
0					
2954630			O		04/01/25
0					
1416510	670/670		F		460,000.00

ZZ					
KENNEDY	JOHN	F	360		459,721.32
1					
363 CREST ROAD			8.500		3,537.01
80					
			8.250		3,537.01
575,000.00					
RIDGEWOOD	NJ	07450	1		03/24/95
00					
2956675			05		05/01/95
0					
2956675			0		04/01/25
0					
1416511	670/670		F		650,000.00
ZZ					
TROBOFF	STEVAN		360		649,593.91
1					
35 DAWN HARBOR LANE			8.350		4,929.01
73					
(T/O GREENWICH)			8.100		4,929.01
900,000.00					
RIVERSIDE	CT	06878	1		03/28/95
00					
2960176			05		05/01/95
0					
2960176			0		04/01/25
0					
1416513	670/670		F		260,000.00
ZZ					
ANDREOLI	CHRISTINE		360		259,850.57
1					
123 NYAC AVENUE			8.755		2,046.35

69			8.505	2,046.35
378,000.00				
PELHAM	NY	10803	1	03/23/95
00				
2960214			05	05/01/95
0				
1				
2960214			0	04/01/25
0				
1416515		670/670	F	259,817.00
ZZ				
GUTIERREZ		MICHAEL	360	259,669.05
1				
2603 TRAIL OF THE MADRONES			8.800	2,053.27
80				
			8.550	2,053.27
324,772.00				
AUSTIN	TX	78746	1	03/08/95
00				
2961172			05	05/01/95
0				
2961172			0	04/01/25
0				
1416518		670/670	F	300,000.00
ZZ				
MERCOGLIANO		GIANCARLO	360	299,827.39
1				
1315 SUMMERHILL DRIVE			8.750	2,360.11
67				
			8.500	2,360.11
450,900.00				

MALVERN	PA	19355	1	03/31/95
00				
2966115			05	05/01/95
0				
2966115			O	04/01/25
0				
1416520		670/670	F	289,600.00
ZZ				
PEEL		THOMAS B	360	289,420.00
1				
4519 HOCKADAY DRIVE			8.375	2,201.17
80				
			8.125	2,201.17
362,000.00				
DALLAS	TX	75229	1	03/31/95
00				
2966999			05	05/01/95
0				
2966999			O	04/01/25
0				
1416521		670/670	F	330,000.00
ZZ				
MURPHY		TIMOTHY P	360	330,000.00
1				
27 HUDSON CIRCLE			8.875	2,625.63
70				
			8.625	2,625.63
475,000.00				
HOUSTON	TX	77024	1	04/10/95
00				
30010543			05	06/01/95
0				
30010543			O	05/01/25

0

1416523 670/670 F 456,000.00

ZZ

JANSEN SUSAN E 360 455,757.33

1

10051 CIELO DRIVE 9.125 3,710.17

80

8.875 3,710.17

570,000.00

LOS ANGELES CA 90210 1 03/10/95

00

337986 05 05/01/95

0

337986 0 04/01/25

0

1

1416524 670/670 F 475,000.00

ZZ

BACHMAN BRUCE M 360 475,000.00

1

4 ROCKCRESS WAY 8.870 3,777.62

74

8.620 3,777.62

647,314.00

MOUNT LAUREL NJ 08055 1 04/06/95

00

344354 03 06/01/95

0

344354 0 05/01/25

0

1416526 670/670 F 250,000.00

ZZ					
MATZA		ROBIN	360		249,863.44
1					
975 GREENFIELD ROAD			9.000		2,011.56
76					
			8.750		2,011.56
330,000.00					
WOODMERE	NY	11598	1		03/27/95
00					
443247			05		05/01/95
0					
443247			0		04/01/25
0					
1416527		670/670	F		300,000.00
ZZ					
BROWNSTEIN		WILLIAM	360		299,846.74
1					
45 EAGLE CHASE #45			9.320		2,483.26
67					
			9.070		2,483.26
450,000.00					
WOODBURY	NY	11797	1		03/31/95
00					
443271			01		05/01/95
0					
443271			0		04/01/25
0					
1416529		670/670	F		285,000.00
ZZ					
DANILO		JEFFREY	360		284,840.06
1					
211 BRIARWOOD COURT			8.870		2,266.57

64				8.620	2,266.57
449,600.00					
DOYLESTOWN	PA	18901		4	03/16/95
00					
478148				05	05/01/95
0					
478148				0	04/01/25
0					
1416530		670/670		F	250,000.00
ZZ					
SWARD		JEFFREY A		360	249,857.20
1					
114 BUHLMONT DRIVE				8.785	1,973.01
74					
				8.535	1,973.01
339,000.00					
SEWICKLEY	PA	15143		1	03/30/95
00					
4852885				05	05/01/95
0					
4852885				0	04/01/25
0					
1416532		670/670		F	157,000.00
ZZ					
ALCORN		ROBERT K		360	156,909.67
1					
420 NORTH VEGA STREET				8.750	1,235.12
58					
				8.500	1,235.12

272,000.00

ALHAMBRA	CA	91801	1	02/28/95
00				
504793			05	05/01/95
0				
504793			0	04/01/25
0				
1416535		670/670	F	205,000.00
ZZ				
STEVENS		SANDRA A	360	205,000.00
1				
7759 SHAUGHNESSY ROAD			9.600	1,738.73
67				
			9.350	1,738.73
310,000.00				
EDINA	MN	55439	1	04/06/95
00				
510343			03	06/01/95
0				
510343			0	05/01/25
0				
1416536		670/670	F	332,500.00
T				
KOENIGSBERG		MAYNARD	360	332,327.62
1				
13644 RIVOLI DRIVE			9.250	2,735.40
70				
			9.000	2,735.40
475,000.00				
PALM BEACH GARD	FL	33410	1	03/20/95
00				
513113			03	05/01/95
0				
513113			0	04/01/25

0					
1416537	670/670		F		256,000.00
ZZ					
MOTTEK	HARRY	H	360		255,860.16
1					
28826 N 111TH PLACE			9.000		2,059.84
79					
			8.750		2,059.84
324,123.00					
SCOTTSDALE	AZ	85262	1		03/15/95
00					
582115			03		05/01/95
0					
582115			0		04/01/25
0					
1416541	670/670		F		228,000.00
ZZ					
GANTMAN	DAVID		360		227,878.66
1					
771 PONDHAVEN LANE			9.125		1,855.09
95					
			8.875		1,855.09
240,000.00					
MENDOTA HEIGHTS	MN	55120	1		03/27/95
04					
7917988			05		05/01/95
30					
7917988			0		04/01/25
0					
1416542	670/670		F		250,000.00
ZZ					
DE CESARE	GERALD	A	360		249,866.95

1	3029 SHINNECOCK HILLS DR			9.125	2,034.09
62				8.875	2,034.09
409,000.00	DULUTH	GA	30136	1	03/24/95
00	7944209			05	05/01/95
0	7944209			0	04/01/25
0					
1	1416544	670/670		F	217,000.00
ZZ	ROSEBROOK	JEB	J	360	216,893.26
1	7513 EAST WINDROSE DRIVE			9.500	1,824.66
70				9.250	1,824.66
310,000.00	SCOTTSDALE	AZ	85260	1	03/03/95
00	7992009			05	05/01/95
0	7992009			0	04/01/25
0					
1416548	670/670			F	291,900.00
ZZ	SCHULTZ	TIMOTHY	P	360	291,752.59
1	459 TREE HOLLOW COURT			9.375	2,427.88

80				9.125	2,427.88
364,900.00					
SIMI VALLEY	CA	93065		1	03/08/95
00					
8291390				03	05/01/95
0					
8291390				0	04/01/25
0					
1416552		670/670		F	365,000.00
ZZ					
GOLDIN		BRUCE	S	360	364,778.88
1					
9801 PAW PAW WAY				8.500	2,806.54
75					
				8.250	2,806.54
490,514.00					
POTOMAC	MD	20850		1	03/31/95
00					
8388598				05	05/01/95
0					
8388598				0	04/01/25
0					
1416554		670/670		F	237,400.00
ZZ					
DOHERTY		GRACE	B	360	237,400.00
1					
18 LAFAYETTE AVENUE				9.000	1,910.18
72					
				8.750	1,910.18
330,000.00					
HINGHAM	MA	02043		2	04/07/95
00					

8520291			05	06/01/95
0				
8520291			0	05/01/25
0				
1416555	670/670		F	324,000.00
ZZ				
HUTH	MARK	M	360	323,827.58
1				
225	MARIPOSA TERRACE		9.125	2,636.17
90				
			8.875	2,636.17
360,000.00				
MEDFORD	OR	97504	1	03/16/95
14				
8526087			05	05/01/95
25				
8526087			0	04/01/25
0				
1416556	670/670		F	228,000.00
ZZ				
WEIBURG	STEVEN		360	228,000.00
1				
1				
77	RAVENNA STREET		9.250	1,875.70
80				
			9.000	1,875.70
285,000.00				
STATEN ISLAND	NY	10312	1	04/11/95
00				
8527024			05	06/01/95
0				
8527024			0	05/01/25

0				
1416557	670/670	F		210,600.00
ZZ				
MC GARY	FRETIAS	360		210,481.93
1				
4972 STACY STREET		8.875		1,675.63
90				
		8.625		1,675.63
234,000.00				
OAKLAND	CA 94605	1		03/13/95
10				
8542091		05		05/01/95
17				
8542091		0		04/01/25
0				
1416560	670/670	F		292,500.00
ZZ				
SMETS	STEVEN	360		291,326.31
1				
90 CIRCLE DRIVE		8.875		2,327.27
89				
		8.625		2,327.27
330,000.00				
BUFFALO GROVE	IL 60089	1		09/28/94
14				
870528		05		11/01/94
17				
870528		0		10/01/24
0				
1416561	670/670	F		221,400.00
ZZ				
HUNT	THOMAS B	360		221,291.09

1					
31	ST AGNES LANE		9.500		1,861.66
95					
	CITY OF ALBANY		9.250		1,861.66
233,100.00					
	LOUDONVILLE	NY	12211	1	03/31/95
04					
8781095			05		05/01/95
25					
8781095			0		04/01/25
0					
1416563		670/670		F	413,000.00
ZZ					
ZABOSKI		JAMES	B	360	412,762.38
1					
34	GOLDSTONE COURT		8.750		3,249.08
52					
			8.500		3,249.08
795,000.00					
	DANVILLE	CA	94506	2	03/28/95
00					
9004823			03		05/01/95
0					
9004823			0		04/01/25
0					
1416564		670/670		F	272,000.00
ZZ					
DANG		HAI	V	360	271,847.51
1					
12626	LIDDINGTON STREET		8.875		2,164.16
80					
			8.625		2,164.16

340,000.00	CERRITOS	CA	90703	1	03/16/95
00					
9022295				05	05/01/95
0					
1					
9022295				0	04/01/25
0					
1416565		670/670		F	311,250.00
ZZ					
MARTIN		JAMES	A	360	311,096.90
1					
16319	EAST JACKLIN DRIVE			9.500	2,617.16
75					
				9.250	2,617.16
415,000.00	FOUNTAIN HILLS	AZ	85268	2	03/29/95
00					
9100865				05	05/01/95
0					
9100865				0	04/01/25
0					
1416566		670/670		F	325,000.00
ZZ					
SIEGEL		PHILLIP	B	360	324,827.04
1					
30932	VIA MIRADOR			9.125	2,644.31
50					
				8.875	2,644.31
650,000.00	SAN JUAN CAPIST	CA	92675	2	03/24/95
00					

9100873			03	05/01/95
0				
9100873			0	04/01/25
0				
1416567	670/670		F	676,000.00
ZZ				
KERPER	KENNETH R		360	675,649.54
1				
13636	PASEO DE LA HUERTA		9.250	5,561.29
75				
			9.000	5,561.29
902,218.00				
POWAY	CA 92064		4	03/24/95
00				
9123334			05	05/01/95
0				
9123334			0	04/01/25
0				
1416569	670/670		F	92,400.00
ZZ				
LINDUSKY	EUGENE M		360	92,400.00
1				
1399	COTTONWOOD COURT		8.875	735.18
70				
			8.625	735.18
132,000.00				
CORONA	CA 91719		2	04/04/95
00				
9127992			05	06/01/95
0				
9127992			0	05/01/25
0				

1416570	670/670	F	412,500.00
ZZ			
ROBERTSON	IAN	360	412,307.54
1			
77 SOUTH BIRCH ROAD #PH2		9.750	3,544.02
75			
		9.500	3,544.02
550,000.00			
FORT LAUDERDALE	FL 33316	5	03/17/95
00			
9590587		06	05/01/95
0			
9590587		0	04/01/25
0			
1			
1416699	447/447	F	270,000.00
ZZ			
JONES	WILLIAM J	360	269,671.70
1			
22315 238TH PLACE SOUTHEAST		8.500	2,076.07
90			
		8.250	2,076.07
300,000.00			
MAPLE VALLEY	WA 98038	1	02/24/95
21			
3013104		03	04/01/95
20			
3013104		0	03/01/25
0			
1416706	447/447	F	234,500.00
ZZ			
GURNARD	GLEN D	360	234,070.77

1					
43924	FELICITY PLACE		8.500		1,803.11
80					
			8.250		1,803.11
293,140.00					
ASHBURN	VA	22011	1		02/23/95
00					
3023217			03		04/01/95
0					
3023217			0		03/01/25
0					
1416757		025/025	F		282,400.00
T					
ANTOINE		RICHARD L	360		282,237.53
1					
1145	GULF OF MEXICO DR #1-504		8.750		2,221.64
80					
			8.500		2,221.64
355,000.00					
LONGBOAT KEY	FL	34228	1		03/31/95
00					
547696			05		05/01/95
0					
547696			0		04/01/25
0					
1416929		593/593	F		248,000.00
ZZ					
BIEDERMANN		SCOTT	360		248,000.00
1					
6590	SOUTH BOUCHELLE LANE		9.125		2,017.81
80					
			8.875		2,017.81

310,000.00

SALT LAKE CITY UT 84121 1 04/10/95

00

6575757 05 06/01/95

0

6575757 0 05/01/25

0

1416962 074/728 F 262,000.00

ZZ

FREUND ERWIN 360 261,849.26

1

2915 SUNSET HILLS DRIVE 8.750 2,061.16

80

8.500 2,061.16

327,500.00

ESCONDIDO CA 92025 1 03/27/95

00

0380114406 05 05/01/95

0

1567120420 0 04/01/25

0

1416965 074/728 F 260,000.00

ZZ

ROQUE RENATO 360 259,861.63

1

1 FINISTERRA 9.125 2,115.45

90

8.875 2,115.45

290,000.00

1

IRVINE CA 92714 1 03/15/95

04

0380115288			05	05/01/95
30				
1562117870			O	04/01/25
0				
1416975	074/728		F	250,000.00
ZZ				
BULLICK	RAYMOND		360	249,870.39
1				
6504 W CAMBRIDGE COURT			9.250	2,056.69
74				
			9.000	2,056.69
340,000.00				
VISALIA	CA	93277	2	03/06/95
00				
0380114372			05	05/01/95
0				
9406018			O	04/01/25
0				
1416976	074/728		F	348,750.00
ZZ				
MILLIGAN	DONALD	G	360	348,750.00
1				
RT. 5 BOX 449-A			9.000	2,806.12
75				
			8.750	2,806.12
465,000.00				
CLEBURNE	TX	76031	1	04/12/95
00				
0380113705			05	06/01/95
0				
1563102980			O	05/01/25
0				

1416977	074/728	F	262,400.00
ZZ			
BERTOLLI	PAUL J	360	262,252.89
1			
39 ALAMO AVENUE		8.875	2,087.78
80			
		8.625	2,087.78
328,000.00			
BERKELEY	CA 94708	1	03/20/95
00			
0380114612		05	05/01/95
0			
1561287852		0	04/01/25
0			
1416978	074/728	F	223,250.00
ZZ			
POIPAO	RICHARD	360	223,137.26
1			
3785 MANY OAKS LANE		9.375	1,856.88
95			
		9.125	1,856.88
235,000.00			
SHINGLE SPRINGS	CA 95682	1	03/20/95
04			
0380115304		05	05/01/95
30			
1507021248		0	04/01/25
0			
1416980	074/728	F	252,000.00
ZZ			
ERICKSON	LARS C	360	252,000.00
1			
54 OAKWOOD ROAD		9.500	2,118.96

90				9.250	2,118.96
280,000.00					
NEWTON	MA	02160		1	04/13/95
04					
0380113820				05	06/01/95
25					
1580010608				0	05/01/25
0					
1					
1416981		074/728		F	315,000.00
ZZ					
HAGERTY		MARYLYN A		360	314,832.36
1					
1808 CALLE MAYITA				9.125	2,562.95
90					
				8.875	2,562.95
350,000.00					
SAN CLEMENTE	CA	92672		1	03/17/95
01					
0380114489				05	05/01/95
17					
1562118351				0	04/01/25
0					
1416982		074/728		F	476,000.00
ZZ					
KNIGHT		CLAY M		360	475,733.15
1					
26 PAINTBRUSH COURT				8.875	3,787.27
90					
				8.625	3,787.27

529,000.00	SANTA FE	NM	87501	4	03/30/95
14	0380113614			03	05/01/95
25	113706991			0	04/01/25
0					
1416984		074/728		F	500,000.00
ZZ	JUDD	BRYAN	G	360	499,726.88
1	5079 WESTBURY CIRCLE			9.000	4,023.12
72				8.750	4,023.12
700,000.00	GRANITE BAY	CA	95746	4	03/22/95
00	0380114364			03	05/01/95
0	1573118375			0	04/01/25
0					
1416985		074/728		F	220,500.00
ZZ	REED	DAVID	W	360	220,397.12
1	8460 RED FOX LANE			9.750	1,894.44
90				9.500	1,894.44
245,000.00	WARRENTON	VA	22186	1	03/30/95
11	0380114604			05	05/01/95
25					

1763015766			O	04/01/25
0				
1416992	074/728		F	420,000.00
ZZ				
BRUNO	JOSEPH	X	360	419,770.58
1				
22 POWERS ROAD			9.000	3,379.42
80				
			8.750	3,379.42
525,000.00				
ANDOVER	MA	01810	1	03/21/95
00				
0380114646			05	05/01/95
0				
1580010710			O	04/01/25
0				
1416993	074/728		F	341,000.00
ZZ				
PRATER	PHILLIP	T	360	341,000.00
1				
14601 GOLDEN LEAF PLACE			9.500	2,867.31
80				
			9.250	2,867.31
427,000.00				
LOUISVILLE	KY	40245	1	04/06/95
00				
0380113903			05	06/01/95
0				
01504014031			O	05/01/25
0				

1

1416996	074/728	F	245,100.00
ZZ			
WELLS JR	ARCHIBALDH	360	244,962.59
1			
624 NORTH TAZEWELL STREET		8.875	1,950.13
95			
		8.625	1,950.13
258,000.00			
ARLINGTON	VA 22203	1	03/18/95
10			
0380114729		09	05/01/95
25			
1500040029		O	04/01/25
0			
1416997	074/728	F	221,250.00
ZZ			
VELLECO	PETER J	360	221,132.25
1			
43 STEWART WAY		9.125	1,800.17
75			
		8.875	1,800.17
295,000.00			
SOUTH KINGSTOWN	RI 02879	5	03/30/95
00			
0380113747		05	05/01/95
0			
1580011382		O	04/01/25
0			
1416998	074/728	F	323,950.00
ZZ			
KANWAR	GURINDERJS	360	323,753.75
1			
9832 CRANLEIGH DRIVE		8.500	2,490.90

95			8.250	2,490.90
341,000.00				
GRANITE BAY	CA	95746	1	03/27/95
10				
0380114679			03	05/01/95
30				
1573117634			0	04/01/25
0				
1417003		074/728	F	326,000.00
ZZ				
IMSHAUG		KNUT	360	325,851.89
1				
106 FIELD BROOK			9.875	2,830.82
80				
			9.625	2,830.82
407,500.00				
MADISON	CT	06443	1	03/31/95
00				
0380114687			05	05/01/95
0				
81706084			0	04/01/25
0				
1417005		074/728	F	600,000.00
ZZ				
ASSER		SOLOMON	360	600,000.00
41				
61 EAST 86TH STREET			9.375	4,990.50
69				
#53 & #54			9.125	4,990.50
875,000.00				
NEW YORK	NY	10028	5	04/11/95

00				
0380113838			13	06/01/95
0				
1				
1111004289			O	05/01/25
0				
1417006	074/728		F	225,000.00
ZZ				
LINDE	JAY		360	224,889.30
1				
2 DUNBOW DRIVE			9.500	1,891.95
71				
			9.250	1,891.95
320,000.00				
CHAPPAPUA	NY 10514		1	03/13/95
00				
0380114471			05	05/01/95
0				
1112006712			O	04/01/25
0				
1417009	074/728		F	436,000.00
ZZ				
KLEIN	MARK J		360	436,000.00
1				
1010 SOUTH COAST BOULEVARD			8.875	3,469.02
80				
			8.625	3,469.02
550,000.00				
LA JOLLA	CA 92037		2	04/11/95
00				
0380114885			01	06/01/95
0				

1567120328				O	05/01/25
0					
1417012	074/728			F	230,000.00
ZZ					
ROBERTSON	SHERYL	A		360	230,000.00
1					
821	ARLINGTON BOULEVARD			8.750	1,809.42
80					
				8.500	1,809.42
287,500.00					
EL CERRITO	CA	94530		1	04/03/95
00					
0380113770				05	06/01/95
0					
1561289381				O	05/01/25
0					
1417014	074/728			F	266,500.00
ZZ					
ANDERSON	DAVID	E		360	266,358.18
1					
4546	TOWNVIEW DR			9.125	2,168.33
80					
				8.875	2,168.33
336,500.00					
LAS VEGAS	NV	89129		1	03/17/95
00					
0380114539				03	05/01/95
0					
1251101271				O	04/01/25
0					
1417017	074/728			F	376,000.00
ZZ					

PASQUALINA	MARCO		360	375,783.67
1				
160 CAMILLE COURT			8.750	2,958.00
80				
			8.500	2,958.00
470,000.00				
ALAMO	CA	94507	1	03/13/95
00				
0380114695			05	05/01/95
0				
1561288979			0	04/01/25
0				
1				
1417021	074/728		F	190,000.00
ZZ				
HAREL	RENEE		360	189,904.06
1				
4 JADE CT			9.375	1,580.32
75				
			9.125	1,580.32
256,000.00				
RAMAPO	NY	10970	1	03/24/95
00				
0380114588			05	05/01/95
0				
1103036574			0	04/01/25
0				
1417027	074/728		F	1,000,000.00
ZZ				
SHIELDS	DAVID	S	360	1,000,000.00
1				
155 SUMMERHILL LANE			8.875	7,956.45

69				8.625	7,956.45
1,450,000.00	WOODSIDE	CA	94062	1	04/10/95
00					
0380114083				03	06/01/95
0					
1561289199				0	05/01/25
0					
1417029			074/728	F	253,600.00
ZZ					
MANSPERGER		JOHN	R	360	253,600.00
1					
1739 VALPICO DRIVE				8.875	2,017.76
95					
				8.625	2,017.76
267,000.00	SAN JOSE	CA	95124	1	04/07/95
10					
0380115296				05	06/01/95
25					
1561289803				0	05/01/25
0					
1417034			670/670	F	1,000,000.00
ZZ					
PRESCOTT		MICHAEL	P	360	1,000,000.00
1					
5301 BAYARD LANE				9.125	8,136.33
79					
(AKA 24 SHADYSIDE)				8.875	8,136.33
1,275,000.00	HOUSTON	TX	77005	1	04/07/95
00					
1385330				05	06/01/95

0					
1385330				O	05/01/25
0					
1417037	670/670			F	445,000.00
ZZ					
KAMMAN	JAMES	F		360	445,000.00
1					
23831	VIA ROBLE			8.725	3,492.88
62					
				8.475	3,492.88
720,000.00					
COTO DE CAZA	AR CA	92679		1	03/30/95
00					
2948877				05	06/01/95
0					
2948877				O	05/01/25
0					
1417038	670/670			F	250,000.00
ZZ					
BENNETT	F	R		360	250,000.00
1					
1953	ERIN WAY			8.500	1,922.29
59					
				8.250	1,922.29
425,000.00					
1					
GLENDALE	CA	91206		2	04/05/95
00					
2949636				05	06/01/95
0					
2949636				O	05/01/25
0					

1417042	670/670	F	375,000.00
ZZ			
WELDON	WILLIAM R	360	375,000.00
1			
719 SOUTH PARK		8.700	2,936.75
31			
		8.450	2,936.75
1,230,000.00			
HINSDALE	IL 60521	2	04/05/95
00			
444367		05	06/01/95
0			
444367		0	05/01/25
0			
1417043	670/670	F	1,000,000.00
ZZ			
GOODSTADT	MARK	360	998,157.49
1			
18 MEADOWOOD LANE		9.625	8,499.90
73			
		9.375	8,499.90
1,375,000.00			
BROOKVILLE	NY 11545	1	02/21/95
00			
4452910		05	04/01/95
0			
4452910		0	03/01/25
0			
1417045	670/670	F	516,000.00
ZZ			
GROSCHEN	STEPHEN L	360	516,000.00
1			
41 NEAPOLITAN LANE NO.E		9.000	4,151.86

80				8.750	4,151.86
645,000.00					
LONG BEACH	CA	90803		1	03/26/95
00					
504912				05	06/01/95
0					
504912				0	05/01/25
0					
1417046		670/670		F	173,600.00
ZZ					
CAMERON		JAMES	M	360	173,600.00
1					
6901 E FREMONT PLACE				8.750	1,365.72
80					
				8.500	1,365.72
217,000.00					
ENGLEWOOD	CO	80112		1	04/12/95
00					
507202				05	06/01/95
0					
507202				0	05/01/25
0					
1417047		670/670		F	525,000.00
ZZ					
NORGAARD		CHRISTOPH		240	525,000.00
1					
1615 S EUCLID AVENUE				8.420	4,529.53
75					
				8.170	4,529.53
700,000.00					
SAN MARINO	CA	91108		2	04/03/95

00					
527106			05		06/01/95
0					
527106			0		05/01/15
0					
1					
1417051	561/728		F		122,000.00
ZZ					
PRENTER	BRIAN	P	360		122,000.00
1					
55 BELMONT AVENUE			8.750		959.78
70					
			8.500		959.78
175,000.00					
NORTH ARLINGTON	NJ	07031	1		04/20/95
00					
0380113572			05		06/01/95
0					
8515348			0		05/01/25
0					
1417060	324/728		F		299,500.00
ZZ					
FORD	FRANKIE	L	360		299,500.00
1					
2089 WEBSTER DRIVE			9.500		2,518.36
73					
			9.250		2,518.36
412,090.00					
PARK CITY	UT	84060	4		04/20/95
00					
0380114315			05		06/01/95
0					

2454000651				O	05/01/25
0					
1417069	369/369			F	314,500.00
ZZ					
BRUTON	JOHN	M	360		314,500.00
1					
11650	EAST STATE ROAD 334		9.250		2,587.32
76					
			9.000		2,587.32
415,000.00					
ZIONSVILLE	IN	46077	4		04/17/95
00					
48189823			05		06/01/95
0					
48189823			O		05/01/25
0					
1417097	051/728			F	213,250.00
ZZ					
CURRAN	JOHN	M	360		213,250.00
1					
505	SORA LANE		9.250		1,754.36
95					
			9.000		1,754.36
224,500.00					
COPPELL	TX	75019	1		04/21/95
11					
0380114430			03		06/01/95
30					
30100446			O		05/01/25
0					
1417099	051/728			F	116,000.00
ZZ					

WRIGHT	JAMES	E	360	116,000.00
1				
1408 SUNSET DRIVE			9.250	954.30
71				
			9.000	954.30
165,000.00				
FRIENDSWOOD	TX	77546	2	04/17/95
00				
0380114505			05	06/01/95
0				
30100376			0	05/01/25
0				
1417109	074/728		F	330,500.00
ZZ				
YARBROUGH	ROBERT	D	360	330,345.80
1				
10010 CIRCA VALLE VERDE			9.750	2,839.51
72				
			9.500	2,839.51
460,000.00				
EL CAJON	CA	92021	2	03/25/95
00				
0380114000			05	05/01/95
0				
1567118016			0	04/01/25
0				
1417110	074/728		F	350,000.00
ZZ				
ADAMS	ROBERT	L	360	350,000.00
1				
986 JOHN ANDERSON DRIVE			9.375	2,911.13

59				9.125	2,911.13
600,000.00	ORMOND BEACH	FL	32176	2	04/13/95
00					
0380114323				05	06/01/95
0					
1590007960				0	05/01/25
0					
1417111		560/560		F	251,650.00
R					
COSMAI		ROBERT	A	360	251,253.74
1					
22431	CANYON CREST DRIVE			8.375	1,912.72
65					
				8.125	1,912.72
391,667.00	MISSION VIEJO	CA	92692	1	02/16/95
00					
450091640				03	04/01/95
0					
450091640				0	03/01/25
0					
1417112		560/560		F	240,800.00
R					
SOULLIERE		JUDY	M	360	240,657.83
1					
2341	CAMRON CT.			8.625	1,872.92
80					
				8.375	1,872.92
301,000.00	W BLOOMFIELD	MI	48324	1	03/17/95

00					
450098256			03		05/01/95
0					
450098256			0		04/01/25
0					
1417113	560/560		F		286,700.00
R					
BROWN	PAUL	J	360		286,530.74
1					
499 BLACKSTONE COURT			8.625		2,229.92
90					
			8.375		2,229.92
318,603.00					
DANVILLE	CA	94506	1		03/22/95
10					
450099866			03		05/01/95
25					
450099866			0		04/01/25
0					
1417114	560/560		F		241,500.00
ZZ					
HARDIN	ROBERT	L	360		241,357.42
1					
3672-3674 ASBURY STREET			8.625		1,878.36
70					
			8.375		1,878.36
345,000.00					
UNIVERSITY PARK	TX	75205	1		03/27/95
00					
450102371			05		05/01/95
0					

450102371				O	04/01/25
0					
1417116	560/560			F	351,000.00
R					
MACDONALD	IAN	R		360	350,792.77
1					
80 KINGS OAK PLACE				8.625	2,730.04
90					
				8.375	2,730.04
390,000.00					
WALNUT CREEK	CA	94596		1	03/23/95
10					
450106356				05	05/01/95
25					
450106356				O	04/01/25
0					
1417120	560/560			F	100,000.00
ZZ					
MCGEARY	JOSEPH	A		360	100,000.00
1					
129 HIGH ROAD				9.250	822.68
43					
				9.000	822.68
237,500.00					
LEE	NH	03824		1	04/21/95
00					
450118922				05	06/01/95
0					
450118922				O	05/01/25
0					
1417122	560/560			F	350,000.00
ZZ					

BERSHADER	STEWART		360	350,000.00
1				
LOT 40 - 7 APRICOT ROAD			8.875	2,784.76
89				
			8.625	2,784.76
396,000.00				
MT SINAI	NY	11766	1	04/24/95
10				
450119656			05	06/01/95
25				
450119656			0	05/01/25
0				
1417123	560/560		F	450,000.00
ZZ				
CURLEY	ALAN	F	360	450,000.00
1				
2004 BIRCHWOOD AVENUE			9.125	3,661.35
73				
			8.875	3,661.35
620,000.00				
WILMETTE	IL	60091	1	04/25/95
00				
450120217			05	06/01/95
0				
450120217			0	05/01/25
0				
1417124	560/560		F	217,600.00
ZZ				
CAMERON	EMERSON	E	360	217,600.00
1				
4707 STONEHILL DRIVE			9.000	1,750.86
80				
			8.750	1,750.86

272,000.00	SCIO TOWNSHIP	MI	48103	1	04/25/95
00					
450120290				05	06/01/95
0					
450120290				0	05/01/25
0					
1					
1417125		560/560		F	75,000.00
ZZ					
BRUNDAGE		MARIE		360	75,000.00
1					
215 HOWELL AVENUE				9.500	630.64
22					
				9.250	630.64
350,000.00	SPRING LAKE	NJ	07762	1	04/25/95
00					
450120597				05	06/01/95
0					
450120597				0	05/01/25
0					
1417126		560/560		F	318,750.00
ZZ					
DOSANJH		AVTAR	S	360	318,750.00
1					
8645 BRADSHAW ROAD				9.500	2,680.22
75					
				9.250	2,680.22
425,000.00	ELK GROVE	CA	95624	6	04/20/95

00					
450120761			05		06/01/95
0					
450120761			0		05/01/25
0					
1417127	560/560		F		396,000.00
ZZ					
ANDERSEN JR	CARL	W	360		396,000.00
1					
12127 EDGEWOOD DRIVE			8.875		3,150.75
90					
			8.625		3,150.75
440,000.00					
LOCKPORT	IL	60441	1		04/27/95
04					
450122031			05		06/01/95
25					
450122031			0		05/01/25
0					
1417128	560/560		F		300,000.00
ZZ					
CLAUDIO	GARY	F	360		300,000.00
1					
9200 FOX HOLLOW			8.875		2,386.93
72					
			8.625		2,386.93
419,900.00					
CLARKSTON	MI	48348	4		04/27/95
00					
450122213			05		06/01/95
0					
450122213			0		05/01/25
0					

1417129	560/560		F	297,200.00
ZZ				
LAMPSON	MARK	C	360	297,200.00
1				
269 OLD ARMY ROAD			8.625	2,311.59
80				
			8.375	2,311.59
371,500.00				
BERNARDS TWSP	NJ	07920	1	04/27/95
00				
450122635			05	06/01/95
0				
450122635			0	05/01/25
0				
1417132	560/560		F	180,000.00
ZZ				
KIDWELL SR	JOHN		360	180,000.00
1				
LOT 44 SEC.JJ LAKE NATALIE DR			9.250	1,480.82
70				
			9.000	1,480.82
257,500.00				
1				
GOULDSBORO	PA	18424	1	04/27/95
00				
450122742			03	06/01/95
0				
450122742			0	05/01/25
0				
1417133	560/560		F	218,650.00
ZZ				

KRETSCH	KRISTOFER	360	218,650.00
1			
LOT 1 LAVALLEY LANE		8.875	1,739.68
95			
		8.625	1,739.68
230,200.00			
NEWBURYPORT	MA 01950	1	04/27/95
10			
450122924		05	06/01/95
30			
450122924		0	05/01/25
0			
1417136	560/560	F	300,000.00
ZZ			
CENTER	HUGH S	360	300,000.00
1			
1527 GLENN WAY		8.875	2,386.93
75			
		8.625	2,386.93
400,000.00			
REDWOOD CITY	CA 94061	1	04/19/95
00			
450123104		05	06/01/95
0			
450123104		0	05/01/25
0			
1417138	560/560	F	230,000.00
ZZ			
MILLS	LAWRENCE A	360	230,000.00
1			
1145 HARRISON STREET		9.000	1,850.63
70			
		8.750	1,850.63

330,000.00					
MONTEREY	CA	93940	1		04/11/95
00					
450123450			05		06/01/95
0					
450123450			0		05/01/25
0					
1417140		074/728	F		550,000.00
ZZ					
GOODMAN		RICHARD S	360		550,000.00
1					
EMMET WAY			9.375		4,574.63
62					
			9.125		4,574.63
900,000.00					
HEAD OF THE HAR	NY	11780	4		04/11/95
00					
0380114059			05		06/01/95
0					
1111005011			0		05/01/25
0					
1417143		B23/728	F		480,000.00
ZZ					
RAINS		ROBERT	360		480,000.00
1					
6652 CARRIAGE CIRCLE			8.875		3,819.10
80					
			8.625		3,819.10
600,000.00					
HUNTINGTON BEAC	CA	92648	1		04/27/95
00					
0380116203			05		06/01/95

1

0
88000491 0 05/01/25
0

1417155 267/267 F 393,750.00

ZZ
STEENWYK HOWARD H 360 393,750.00

1
1605 OLD HOUSE ROAD 8.500 3,027.60

75
8.250 3,027.60

525,000.00
PASADENA CA 91107 1 04/07/95

00
7317301 05 06/01/95

0
7317301 0 05/01/25
0

1417190 070/070 F 222,000.00

ZZ
JOHNSON EDWARD C 360 222,000.00

1
1329 TALL TIMBERS DRIVE 9.000 1,786.26

75
8.750 1,786.26

296,000.00
CROWNSVILLE MD 21032 5 04/24/95

00
1820306 03 06/01/95

0
1820306 0 05/01/25
0

1417191	070/070	F		225,150.00
ZZ				
GILBERT	JAMES		360	225,150.00
1				
8060 HARVARD DRIVE			8.875	1,791.39
95				
			8.625	1,791.39
237,000.00				
BEN LOMOND	CA 95005		1	04/21/95
01				
2206140			05	06/01/95
30				
2206140			O	05/01/25
0				
1417196	070/070	F		500,000.00
ZZ				
OLDROYD	ROBERT R		360	499,256.33
1				
3106 NORTH 150 WEST			9.500	4,204.27
63				
			9.250	4,204.27
800,000.00				
PROVO	UT 84604		2	01/25/95
00				
3033034			03	03/01/95
0				
3033034			O	02/01/25
0				
1417198	070/070	F		156,000.00
ZZ				
NIELSEN	BRIAN J		360	155,845.93
1				

2732 EAST WREN ROAD			9.500	1,311.73
60				
			9.250	1,311.73
260,000.00				
SALT LAKE CITY	UT	84117	5	02/17/95
00				
3041737			05	04/01/95
0				
3041737			0	03/01/25
0				
1417199		070/070	F	375,000.00
ZZ				
WERNERT		BRUCE	360	374,834.11
1				
1				
900 NORTH STREET			10.000	3,290.89
37				
			9.750	3,290.89
1,038,000.00				
GREENWICH	CT	06831	2	03/14/95
00				
3073146			05	05/01/95
0				
3073146			0	04/01/25
0				
1417200		070/070	F	153,600.00
ZZ				
HIGA		KEVIN M	360	153,600.00
1				
719 KEALAHOU STREET			8.750	1,208.37
80				
			8.500	1,208.37

192,000.00	HONOLULU	HI	96825	1	04/25/95
00					
3118746				03	06/01/95
0					
3118746				0	05/01/25
0					
1417202		070/070		F	202,500.00
ZZ					
JOO		YOON	H	360	202,136.58
1					
2638	MONMOUTH ROAD			10.000	1,777.08
75					
				9.750	1,777.08
270,000.00	SPRINGFIELD	NJ	08041	1	12/20/94
00					
3179277				05	02/01/95
0					
3179277				0	01/01/25
0					
1417204		070/070		F	274,500.00
ZZ					
TABRON		ELLIOT	B	360	274,500.00
1					
31211	COUNTRYRIDGE CIRCLE			9.375	2,283.15
90					
				9.125	2,283.15
305,000.00	FARMINGTON HILL	MI	48331	1	04/25/95
10					
3278369				05	06/01/95
25					

3278369			O	05/01/25
0				
1417205	070/070		F	375,500.00
ZZ				
JULIAN	KATHLENE K		360	375,129.14
1				
6647 EAST SOLANO DRIVE			9.500	3,157.41
71				
			9.250	3,157.41
530,000.00				
PARADISE VALLEY	AZ	85253	5	02/08/95
00				
3279514			05	04/01/95
0				
3279514			O	03/01/25
0				
1417206	070/070		F	240,750.00
ZZ				
FORNEY	CHARLES T		360	240,512.22
1				
311 WYNDALE DRIVE			9.500	2,024.36
90				
			9.250	2,024.36
267,500.00				
SAN ANTONIO	TX	78209	1	02/28/95
14				
3288660			05	04/01/95
25				
3288660			O	03/01/25
0				

1417207	070/070	F	95,000.00
ZZ			
WHITE	CHARLES L	360	94,953.27
1			
1717 KINGWOOD DRIVE		9.500	798.81
70			
		9.250	798.81
136,000.00			
LAREDO	TX 78041	1	03/15/95
00			
3289689		05	05/01/95
0			
3289689		0	04/01/25
0			
1417208	070/070	F	317,000.00
ZZ			
GENOVA	RONALD	360	316,678.57
1			
1554 ROWELL LANE		9.375	2,636.65
71			
		9.125	2,636.65
448,000.00			
LYONS	CO 80540	2	03/04/95
00			
3289807		03	04/01/95
0			
3289807		0	03/01/25
0			
1417209	070/070	F	270,000.00
ZZ			
OBERWORTMANN	ANITA L	360	269,760.12
1			
14221 SPORT-OF-KINGS		10.000	2,369.44

80			9.750	2,369.44
341,500.00				
WICHITA	KS	67230	4	03/01/95
00				
3313156			05	04/01/95
0				
3313156			0	03/01/25
0				
1417215		070/070	F	272,000.00
ZZ				
SANQUICHE		ARTURO	360	271,647.41
1				
559 NORDHOFF DRIVE			9.750	2,336.90
80				
			9.500	2,336.90
340,000.00				
LEONIA	NJ	07605	1	03/13/95
00				
3352232			05	05/01/95
0				
3352232			0	04/01/25
0				
1417216		070/070	F	292,500.00
ZZ				
SALMIRS		SCOTT	360	292,195.54
1				
68 NORTHWOOD AVE			9.250	2,406.33
90				
			9.000	2,406.33
325,000.00				
DEMAREST	NJ	07627	1	02/16/95

14				
3352547			05	04/01/95
25				
3352547			0	03/01/25
0				

1

1417217	070/070		F	467,200.00
ZZ				
WEEKS	CAROL	S	360	466,795.82
1				
307 EAST 51ST STREET			10.125	4,143.24
70				
			9.875	4,143.24

667,500.00				
NEW YORK	NY	10022	1	02/22/95
00				
3372164			05	04/01/95
0				
3372164			0	03/01/25
0				

1417218	070/070		F	142,100.00
ZZ				
MOZENA	GLORIA	J	360	141,887.10
1				
10370 WEST 18TH PLACE			9.500	1,194.85
70				
			9.250	1,194.85

203,000.00				
LAKEWOOD	CO	80215	1	02/13/95
00				
3418733			05	04/01/95
0				

3418733				O	03/01/25
0					
1417219	070/070			F	268,000.00
T					
BOWMAN	W	A		360	267,871.61
1					
1010 EDMISTON PLACE				9.625	2,277.97
71					
				9.375	2,277.97
378,500.00					
LONGWOOD	FL	32779		1	03/02/95
00					
3487725				03	05/01/95
0					
3487725				O	04/01/25
0					
1417220	070/070			F	241,965.00
ZZ					
MASSEY	JAMES	L		360	241,623.59
1					
2843 THOMAS AVE				9.750	2,078.85
95					
				9.500	2,078.85
254,700.00					
DALLAS	TX	75204		1	01/27/95
12					
3517987				03	03/01/95
30					
3517987				O	02/01/25
0					
1417221	070/070			F	345,000.00
ZZ					

PEARSON IV	JOHN	H	360	344,708.52
1				
12 HUNTINGTON LANE			10.250	3,091.55
70				
			10.000	3,091.55
495,000.00				
BRIDGEHAMPTON	NY	11932	1	02/23/95
00				
3523090			05	04/01/95
0				
3523090			0	03/01/25
0				
1417222	070/070		F	252,000.00
ZZ				
GADDIS SR	DONALD	W	360	251,770.08
1				
6310 MICHELLI CREST WAY			9.875	2,188.24
90				
			9.625	2,188.24
280,000.00				
1				
LAS VEGAS	NV	89119	1	02/24/95
10				
3526387			05	04/01/95
25				
3526387			0	03/01/25
0				
1417224	070/070		F	283,500.00
ZZ				
AYERS	BRENT	D	360	283,500.00
1				
869 NEVADA AVENUE			10.250	2,540.45

90				9.375	2,540.45
315,000.00					
SAN JOSE	CA	95125		1	04/11/95
14					
3601017				05	06/01/95
25					
3601017				0	05/01/25
0					
1417225		070/070		F	380,000.00
ZZ					
CUNNINGHAM		DOUGLAS	L	360	379,653.30
1					
7448 E. NORTHERN AVENUE				9.875	3,299.72
71					
				9.625	3,299.72
540,000.00					
SCOTTSDALE	AZ	85258		5	02/03/95
00					
3607640				03	04/01/95
0					
3607640				0	03/01/25
0					
1417226		070/070		F	306,000.00
ZZ					
COBURN II		GEORGE	S	360	306,000.00
1					
80 WALNUT STREET				9.375	2,545.16
90					
				9.125	2,545.16
340,000.00					
ANDOVER	MA	01810		1	04/13/95

01					
3631773			05		06/01/95
25					
3631773			O		05/01/25
0					
1417227	070/070		F		303,300.00
ZZ					
MACARTHUR	A	C	360		302,925.32
1					
151 EAST 3700 NORTH			10.375		2,746.10
90					
			10.125		2,746.10
337,000.00					
PROVO	UT	84604	1		01/27/95
04					
3634670			05		03/01/95
20					
3634670			O		02/01/25
0					
1417228	070/070		F		310,000.00
ZZ					
DETOMA	JOHN	R	360		309,855.37
1					
2111 LYNX PLACE			9.750		2,663.38
52					
			9.500		2,663.38
600,000.00					
LOXAHATCHEE	FL	33470	5		03/03/95
00					
3660482			03		05/01/95
0					
3660482			O		04/01/25
0					

1417229	070/070	F	260,000.00
ZZ			
LOVE	ROBERT G	360	260,000.00
1			
2713	STARBIRD DRIVE	8.875	2,068.68
63			
		8.625	2,068.68
415,000.00			
COSTA MESA	CA 92626	2	04/12/95
00			
3670526		05	06/01/95
0			
3670526		0	05/01/25
0			
1417230	070/070	F	313,600.00
ZZ			
PARVIZIAN	MANOUCHER	360	290,583.35
1			
10511	SOUTH GLEN ROAD	10.000	2,752.07
70			
		9.750	2,752.07
450,000.00			
POTOMAC	MD 20854	2	08/27/86
00			
3678302		05	10/01/86
0			
3678302		0	09/01/16
0			
1417231	070/070	F	254,500.00
ZZ			

THEOCHEUNG	THEODORE A	360	254,271.93
1			
1180 SW SKYLINE BOULEVARD		9.750	2,186.55
77			
		9.500	2,186.55
332,500.00			
PORTLAND	OR 97221	1	03/01/95
00			
3682860		05	05/01/95
0			
3682860		0	04/01/25
0			
1417234	070/070	F	142,300.00
ZZ			
MAY	JOHN R	360	142,300.00
1			
1906 KINGSMILL LANE		8.750	1,119.47
80			
		8.500	1,119.47
177,900.00			
RICHMOND	TX 77469	1	04/28/95
00			
3713637		03	06/01/95
0			
3713637		0	05/01/25
0			
1417236	070/070	F	233,750.00
ZZ			
BURRIS	RICHARD	360	233,750.00
1			
4423 LINDBLADE DRIVE		9.250	1,923.00
95			
		9.000	1,923.00

246,100.00	LOS ANGELES	CA	90066	1	04/10/95
21	3730551			05	06/01/95
30	3730551			0	05/01/25
1417237		070/070		F	219,900.00
ZZ	NETTIE		JOEL L	360	219,900.00
1					
6047	FOOTHILL GLEN DRIVE			8.750	1,729.95
95				8.500	1,729.95
231,500.00	SAN JOSE	CA	95123	1	04/24/95
14	3763101			05	06/01/95
30	3763101			0	05/01/25
1417242		070/070		F	234,450.00
ZZ	MERTZ		ANNA M	360	234,450.00
1	18912 GRANBY PLACE			9.625	1,992.80
90				8.750	1,992.80
260,500.00	ROWLAND HEIGHTS	CA	91748	1	04/19/95

14					
3832605			03		06/01/95
25					
3832605			0		05/01/25
0					
1417243	070/070		F		112,400.00
ZZ					
AKSDAL	SYLVIA	J	360		112,400.00
1					
4628	183RD PLACE	SOUTHWEST	9.125		914.52
74					
			8.875		914.52
152,500.00					
LYNNWOOD	WA	98037	2		04/21/95
00					
3849395			05		06/01/95
0					
3849395			0		05/01/25
0					
1417245	070/070		F		231,900.00
BB					
BRYANT	JR	GRESSEY	V	360	231,794.64
1					
8505	HANNUM AVENUE		9.875		2,013.70
95					
			9.625		2,013.70
244,167.00					
CULVER CITY	CA	90230	1		03/02/95
11					
3872973			01		05/01/95
30					
3872973			0		04/01/25
0					

1417247	070/070	F	229,800.00
ZZ			
RAMIREZ	RAYMOND R	360	229,800.00
1			
2231 ROLLING RIDGE ROAD		10.000	2,016.66
95			
		8.875	2,016.66
241,900.00			
CHULA VISTA	CA 91914	1	04/19/95
01			
3878016		05	06/01/95
30			
3878016		O	05/01/25
0			
1417248	070/070	F	259,900.00
ZZ			
HEARNEY	ELAINA L	360	259,900.00
1			
4873 ALGONQUIN COURT		8.875	2,067.88
77			
		8.625	2,067.88
339,900.00			
SAN DIEGO	CA 92130	1	04/03/95
00			
3878212		05	06/01/95
0			
3878212		O	05/01/25
0			
1417249	070/070	F	317,000.00
ZZ			

BAKE	WILLIAM L		360	317,000.00
1				
12207 RILLAND COURT			9.500	2,665.51
80				
			9.250	2,665.51
400,000.00				
ELLCOTT CITY	MD	21042	2	04/24/95
00				
3882573			05	06/01/95
0				
3882573			0	05/01/25
0				
1417251	070/070		F	148,000.00
ZZ				
RENO	NANCY	M	360	147,934.52
1				
4120 E FOREST PLEASANT PLACE			10.000	1,298.81
69				
			9.750	1,298.81
215,000.00				
CAVE CREEK	AZ	85331	2	03/02/95
00				
3906874			05	05/01/95
0				
3906874			0	04/01/25
0				
1417256	070/070		F	192,000.00
ZZ				
PARKER	DANIEL	F	360	191,905.56
1				
2662 RED PINE COURT			9.500	1,614.44
60				
			9.250	1,614.44

320,000.00					
PARK CITY	UT	84060	5		03/01/95
00					
3935626			05		05/01/95
0					
3935626			0		04/01/25
0					
1417257		070/070	F		208,950.00
ZZ					
NAVARRO		DANIEL	360		208,802.51
1					
2148 BLUEROCK CIRCLE			9.750		1,795.21
95					
			9.500		1,795.21
219,950.00					
CONCORD	CA	94521	1		03/14/95
11					
3942467			03		05/01/95
30					
3942467			0		04/01/25
0					
1417259		070/070	F		261,250.00
ZZ					
VEGA		KAREN M	360		261,250.00
1					
350 LAKEVIEW WAY			10.375		2,365.38
95					
			9.250		2,365.38
275,000.00					
REDWOOD CITY	CA	94062	1		03/31/95
14					
3947318			05		06/01/95

30
3947318 0 05/01/25
0

1

1417260 070/070 F 283,500.00

ZZ
REGAN MATTHEW M 360 283,500.00

1
8 DELLWOOD COURT 8.875 2,255.65

90
8.625 2,255.65

315,000.00
SAN RAFAEL CA 94901 1 04/05/95

14
3947349 05 06/01/95

25
3947349 0 05/01/25
0

1417262 070/070 F 216,750.00

ZZ
SANDHU CHARANJITK 360 216,750.00

1
23 WYNCREST ROAD 9.250 1,783.15

76
9.000 1,783.15

288,340.00
TOWNSHIP OF MAR NJ 07746 1 04/27/95

00
3949767 05 06/01/95

0
3949767 0 05/01/25
0

1417263	070/070	F	261,250.00
ZZ			
BAPTISTE	MICHEL	360	261,250.00
1			
699 HIGH RIDGE ROAD		10.125	2,316.82
95			
		9.000	2,316.82
275,000.00			
STAMFORD	CT 06905	1	04/11/95
01			
3953266		05	06/01/95
30			
3953266		0	05/01/25
0			
1417265	070/070	F	222,400.00
ZZ			
OSTLUND	RONALD W	360	221,889.47
1			
29834 N. 77TH PLACE		9.875	1,931.21
79			
		9.625	1,931.21
283,453.00			
SCOTTSDALE	AZ 85262	1	03/24/95
00			
3976722		03	05/01/95
0			
3976722		0	04/01/25
0			
1417268	070/070	F	334,800.00
ZZ			
VANSCOY	WILLIAM E	360	334,800.00
1			

2288 WYND BEND BOULEVARD			9.250	2,754.32
90				
			8.375	2,754.32
375,000.00				
POWELL	OH	43065	2	04/21/95
22				
4022464			05	06/01/95
25				
4022464			0	05/01/25
0				
1417271	070/070		F	270,000.00
ZZ				
NEWKIRK	ROBERT		360	270,000.00
1				
10605 EVERGREEN CHASE WAY			8.875	2,148.24
88				
			8.625	2,148.24
308,500.00				
1				
RALEIGH	NC	27613	1	04/10/95
21				
4043699			05	06/01/95
25				
4043699			0	05/01/25
0				
1417274	070/070		F	498,550.00
T				
SELMAN	MICHAEL	L	360	498,550.00
1				
562-K MAHIAI PLACE			8.750	3,922.10
74				
			8.500	3,922.10

675,000.00	MAKAWAO	HI	96768	2	04/13/95
00	4061312			05	06/01/95
0	4061312			0	05/01/25
0					
1417275		070/070		F	265,000.00
ZZ	JOHNSON		MICHAEL A	360	264,850.76
1	10703 WYNFIELD COURT			8.875	2,108.46
90				8.625	2,108.46
294,604.00	GLENN DALE	MD	20769	1	03/24/95
14	4062643			03	05/01/95
25	4062643			0	04/01/25
0					
1417277		070/070		F	233,700.00
ZZ	LEWIS		JAMES D	360	233,700.00
1	14012 CROSSBRANCH COURT			10.375	2,115.94
95				9.250	2,115.94
246,000.00	LOUISVILLE	KY	40245	1	04/28/95
14	4077535			05	06/01/95

30					
4077535				O	05/01/25
0					
1417278	070/070			F	270,000.00
ZZ					
BRYANT	JEFF	D		360	270,000.00
1					
109	STONINGTON DRIVE			9.375	2,245.72
90					
				8.500	2,245.72
300,000.00					
PEACHTREE CITY	GA	30329		1	04/19/95
01					
4097989				05	06/01/95
25					
4097989				O	05/01/25
0					
1417280	070/070			F	247,000.00
ZZ					
LEE	HOI	M		360	247,000.00
1					
9921	WOODMERE CIRCLE			9.000	1,987.42
95					
				8.750	1,987.42
260,000.00					
WESTMINSTER	CA	92683		1	04/24/95
14					
4137825				05	06/01/95
30					
4137825				O	05/01/25
0					

1417281	070/070	F		244,150.00
ZZ				
WILLIS	ROGER W	360		244,150.00
1				
2630 EAST ORANGE GROVE AVENUE		9.375		2,030.72
95				
		9.125		2,030.72
257,000.00				
ORANGE	CA 92669	1		04/06/95
04				
4172064		05		06/01/95
30				
4172064		O		05/01/25
0				
1417282	070/070	F		88,900.00
ZZ				
ROUNDY	RUTH M	360		88,900.00
1				
63 EAST 200 SOUTH STREET, #12		9.500		747.52
70				
		9.250		747.52
127,000.00				
ST. GEORGE	UT 84770	1		04/25/95
00				
4177874		03		06/01/95
0				
4177874		O		05/01/25
0				
1417283	070/070	F		86,800.00
ZZ				
LEWIS	BRIGG G	360		86,800.00
1				

42 EAST BONITO WAY			9.250	714.08
70				
			9.000	714.08
124,000.00				
CENTERVILLE	UT	84014	1	04/26/95
00				
4178014			05	06/01/95
0				
4178014			0	05/01/25
0				
1417284		070/070	F	95,400.00
ZZ				
CUBING		ANGELES S	360	95,400.00
1				
408 BOARDWALK DRIVE #24			9.500	802.17
90				
			8.625	802.17
106,000.00				
SAN BRUNO	CA	94066	1	04/11/95
01				
4197159			01	06/01/95
25				
4197159			0	05/01/25
0				
1417285		070/070	F	217,700.00
ZZ				
MCCLENDON		JAMES W	360	217,700.00
1				
5194 COTNER ROAD			9.250	1,790.96
72				
			9.000	1,790.96
305,000.00				
ELIDA	OH	45807	2	04/25/95

00				
4198905			05	06/01/95
0				
4198905			0	05/01/25
0				
1417286	070/070		F	248,200.00
ZZ				
BAUGH	CLARENCE L		360	248,200.00
1				
1				
2084 DEER CREEK COUNTRY CLUB			9.625	2,109.67
85				
			9.000	2,109.67
292,000.00				
DEERFIELD BEACH	FL	33442	1	04/28/95
14				
4208915			03	06/01/95
12				
4208915			0	05/01/25
0				
1417287	070/070		F	488,000.00
ZZ				
VAN	ADRIENNE N		360	488,000.00
1				
2127 BRIDLE RIDGE COURT			9.500	4,103.37
80				
			9.250	4,103.37
610,000.00				
SAN JOSE	CA	95138	1	04/05/95
00				
4228003			05	06/01/95

0				
4228003			O	05/01/25
0				
1417288	070/070		F	234,000.00
ZZ				
TOSTI	ELVIRA		360	234,000.00
1				
2 GASTON MILL COURT			9.625	1,988.98
90				
			9.375	1,988.98
260,000.00				
MILLSTONE	NJ	07726	1	04/07/95
11				
4231065			05	06/01/95
25				
4231065			O	05/01/25
0				
1417289	070/070		F	246,600.00
ZZ				
RISOLI	PAUL		360	246,600.00
1				
73 LOCKWOOD AVENUE			9.625	2,096.07
90				
			8.750	2,096.07
274,000.00				
EASTCHESTER	NY	10708	1	05/01/95
14				
4240342			05	06/01/95
25				
4240342			O	05/01/25
0				
1417290	070/070		F	228,100.00

ZZ					
BRANCH	DAVID	E	360		228,100.00
1					
492 TURTLE LANE			9.000		1,835.35
80					
			8.750		1,835.35
286,500.00					
SEGUIN	TX	78155	2		04/05/95
00					
4274717			05		06/01/95
0					
4274717			0		05/01/25
0					
1417291	070/070		F		209,000.00
ZZ					
HEATLEY	GEORGE		360		209,000.00
1					
1244 WEST ALLUVIAL AVENUE			9.000		1,681.67
95					
			8.750		1,681.67
220,000.00					
FRESNO	CA	93711	1		04/13/95
12					
4275984			05		06/01/95
30					
4275984			0		05/01/25
0					
1417293	070/070		F		256,000.00
ZZ					
HOLMES	JOHN	S	360		256,000.00
1					

11757 E. TERRA DRIVE			9.250	2,106.05
80				
			9.000	2,106.05
323,000.00				
SCOTTSDALE	AZ	85259	1	04/26/95
00				
4304418			03	06/01/95
0				
4304418			0	05/01/25
0				
1417294		070/070	F	222,300.00
ZZ				
WEDER		RENE	360	222,300.00
1				
7552 URBAN STREET			8.625	1,729.03
90				
			8.375	1,729.03
247,000.00				
ARVADA	CO	80005	1	05/01/95
21				
4306417			05	06/01/95
25				
4306417			0	05/01/25
0				
1417295		070/070	F	79,300.00
ZZ				
MITCHELL		JOAN A	360	79,300.00
1				
6804 LUMRY STREET			9.000	638.07
95				
			8.750	638.07
83,500.00				
NORTH HIGHLANDS	CA	95660	1	04/27/95

04					
4346122			05		06/01/95
30					
4346122			0		05/01/25
0					
1417300	070/070		F		213,700.00
ZZ					
CAMPO	LUNINGNIN		360		213,700.00
1					
6317 ALONZO AVE			9.000		1,719.48
95					
			8.750		1,719.48
225,000.00					
LOS ANGELES	CA	91316	1		04/07/95
11					
4367046			05		06/01/95
30					
4367046			0		05/01/25
0					
1417301	070/070		F		217,500.00
ZZ					
MCALLISTER	JOSEPH H		360		217,500.00
1					
356 MAIN STREET NORTH			8.875		1,730.53
75					
			8.625		1,730.53
290,000.00					
SOUTHBURY	CT	06488	5		04/28/95
00					
4367326			05		06/01/95
0					
4367326			0		05/01/25
0					

1417303	070/070	F	298,000.00
ZZ			
WILLIAMS	GARY	360	298,000.00
1			
1020 HERITAGE WOODS DRIVE		10.375	2,698.11
95			
		9.250	2,698.11
316,887.00			
HENDERSONVILLE	TN 37075	4	04/12/95
01			
9262512		05	06/01/95
30			
9262512		0	05/01/25
0			
1417305	070/070	F	220,000.00
ZZ			
BROWN	HARVEY V	360	217,533.15
1			
13267 SEMORA PLACE		9.250	1,809.89
89			
		8.500	1,809.89
249,000.00			
CERITTOS	CA 90701	2	04/21/94
22			
9298182		05	06/01/94
20			
9298182		0	05/01/24
0			
1417306	070/070	F	229,500.00

ZZ	SCHECHTER	ROBERT	360	229,176.17
1	6 MARTIN COURT		9.750	1,971.76
77			9.500	1,971.76
300,000.00	MANALAPAN	NJ 07726	1	01/30/95
00	9365726		05	03/01/95
0	9365726		0	02/01/25
0				
1417308		070/070	F	304,800.00
ZZ	STAPLES	DANIEL W	360	304,402.80
1	2281 HALLERS CREEK LANE		10.125	2,703.04
80			9.875	2,703.04
381,902.00	GREEN BAY	WI 54313	4	01/18/95
00	9579674		05	03/01/95
0	9579674		0	02/01/25
0				
1417315		664/728	F	276,000.00
ZZ	FRANTZ	KENNETH	360	276,000.00
1	1717 N HAPP ROAD		8.750	2,171.30
75				

				8.500	2,171.30
368,000.00					
NORTHBROOK	IL	60062		1	04/28/95
00					
0380114273				05	06/01/95
0					
1988948				0	05/01/25
0					
1417318		324/728		F	282,000.00
ZZ					
COLA		NEIL	R	360	282,000.00
1					
53 BRACKETT ROAD				9.375	2,345.54
63					
				9.125	2,345.54
450,000.00					
1					
NEWTON	MA	02158		2	04/26/95
00					
0380114984				05	06/01/95
0					
5037775				0	05/01/25
0					
1417324		562/562		F	100,000.00
ZZ					
ZHENG		BIN		360	100,000.00
1					
13 HAWLEYVILLE ROAD				9.250	822.68
67					
				9.000	822.68
150,000.00					
BETHEL	CT	06801		1	04/13/95

00					
456384			05		06/01/95
0					
456384			0		05/01/25
0					
1417326	324/728		F		225,000.00
ZZ					
ADAMS	DAVID	W	360		225,000.00
1					
2832	WOODBURY CIRCLE		9.000		1,810.41
75					
			8.750		1,810.41
300,000.00					
ST. GEORGE	UT	84770	2		04/24/95
00					
0380114968			05		06/01/95
0					
2454000723			0		05/01/25
0					
1417335	163/728		F		216,300.00
ZZ					
BARNHART	BENNY	L	360		216,187.87
1					
4201	DRIFTWOOD DRIVE		9.250		1,779.45
95					
			9.000		1,779.45
227,712.00					
WICHITA FALLS	TX	76309	1		03/16/95
14					
0380114992			05		05/01/95
30					
53860813			0		04/01/25
0					

1417338	628/628		F	474,000.00
ZZ				
BUNTING	MARY	A	360	474,000.00
1				
35 STURGES HIGHWAY			8.500	3,644.65
80				
			8.375	3,644.65
592,500.00				
WESTPORT	CT	06880	1	04/18/95
00				
89128			05	06/01/95
0				
89128			O	05/01/25
0				
1417343	070/070		F	243,900.00
BB				
KELLER	TODD	M	360	243,900.00
1				
1656 NORTH VALLEJO WAY			10.000	2,140.40
90				
			9.750	2,140.40
271,000.00				
UPLAND	CA	91784	1	04/06/95
10				
4232481			05	06/01/95
25				
4232481			O	05/01/25
0				
1417348	232/232		F	328,500.00

ZZ					
LOONEY		RODNEY	V	360	328,500.00
1					
17816	159TH AVENUE	NORTHEAST		9.125	2,672.79
90					
				8.875	2,672.79
365,000.00					
WOODINVILLE	WA	98072		1	04/12/95
14					
0154081				05	06/01/95
17					
0154081				O	05/01/25
0					
1417414		267/267		F	232,000.00
ZZ					
GOODE DOX		WENDIE		360	232,000.00
1					
1721	BAGLEY AVENUE			8.625	1,804.48
67					
				8.375	1,804.48
350,000.00					
LOS ANGELES	CA	90035		2	04/18/95
00					
7321839				05	06/01/95
0					
7321839				O	05/01/25
0					
1417423		003/728		F	95,000.00
ZZ					
LILES		CATHY		360	94,948.11
1					
1619	WILLOW WAY			9.000	764.39
75					

			8.750	764.39
126,900.00				
WOODSTOCK	GA	30188	1	03/28/95
00				
0380115320			05	05/01/95
0				
61061283			0	04/01/25
0				
1417452		083/728	F	516,000.00
ZZ				
GARNET		WILLIAM D	360	516,000.00
1				
3598 ALTA MESA DRIVE			9.125	4,198.35
75				
			8.875	4,198.35
688,000.00				
STUDIO CITY ARE	CA	91604	2	03/31/95
00				
0380115064			05	06/01/95
0				
1080617			0	05/01/25
0				
1417525		556/728	F	225,000.00
ZZ				
HAYNES		EARL L	360	225,000.00
1				
8959 SYCAMORE RIDGE RD			8.500	1,730.06
80				
			8.250	1,730.06
284,000.00				
FAIRFAX STATION	VA	22039	1	04/28/95
00				
0380115478			03	06/01/95

0					
125770				O	05/01/25
0					
1417568	267/267			F	250,000.00
ZZ					
POMA	CHRIS			360	250,000.00
1					
1					
26077	KORNBLUM DRIVE			8.500	1,922.29
77					
				8.250	1,922.29
325,000.00					
ESCONDIDO	CA	92026		1	04/25/95
00					
7321392				05	06/01/95
0					
7321392				O	05/01/25
0					
1417580	267/267			F	766,500.00
ZZ					
GRUEN	ROGER	E		360	766,500.00
1					
16862	CALLE DE SARAH			8.625	5,961.76
70					
				8.375	5,961.76
1,095,000.00					
PACIFIC PALISAD	CA	90272		1	03/29/95
00					
7307885				03	06/01/95
0					
7307885				O	05/01/25
0					

1417617	018/728	F	215,000.00
ZZ			
THOMAS	FRANK	240	212,413.89
1			
108 OAK VIEW LANE		8.500	1,865.82
69			
		8.250	1,865.82
315,000.00			
HELENA	AL 35080	4	03/31/94
00			
0380115965		05	11/01/94
0			
210275		0	10/01/14
0			

TOTAL NUMBER OF LOANS : 379

TOTAL ORIGINAL BALANCE : 102,335,486.14

TOTAL PRINCIPAL BALANCE : 102,156,471.55

TOTAL ORIGINAL P+I : 841,325.68

TOTAL CURRENT P+I : 841,325.68

 * END OF REPORT *

RUN ON : 05/19/95 RFC DISCLOSURE SYSTEM

RFFSDFIX-01

AT : 06.43.57 FIXED PASSTHRU REPORT

AMORTIZED BALANCE

SERIES : RFMSI I 1995-S8

CUTOFF : 05/01/95

POOL : 0004171

:

:

POOL STATUS: F

RFC LOAN NUMBER	SUB SERV FEE
PRINCIPAL BALANCE	MSTR SERV FEE
ORIG RATE	ALL EXP
RFC NET RATE	MISC EXP

NET MTG RATE (INVSTR RATE)
POST STRIP RATE

SPREAD
STRIP

1398762	.2500
308,787.68	.0800
9.0000	.0000
8.7500	.0000
8.6700	.0000
8.0000	.6700
1400589	.2500
214,834.15	.0800
9.3750	.0000
9.1250	.0000
9.0450	.0000
8.0000	1.0450
1401109	.2500
245,000.00	.0300
10.0000	.0000
9.7500	.0000
9.7200	.0000
8.0000	1.7200
1402182	.2500
219,260.14	.0300
10.1250	.0000
9.8750	.0000
9.8450	.0000
8.0000	1.8450
1402195	.2500
214,476.52	.0300
9.2500	.0000
9.0000	.0000
8.9700	.0000
8.0000	.9700
1405117	.2500
323,827.57	.0800
9.1250	.0000
8.8750	.0000
8.7950	.0000
8.0000	.7950

1405215	.2500
649,704.69	.0300
9.8750	.0000
9.6250	.0000
9.5950	.0000
8.0000	1.5950

1405223	.2500
287,850.69	.0300
9.2500	.0000
9.0000	.0000
8.9700	.0000
8.0000	.9700

1405226	.2500
268,377.60	.0300
9.3750	.0000
9.1250	.0000
9.0950	.0000
8.0000	1.0950

1405257	.2500
365,000.00	.0300
9.7500	.0000
9.5000	.0000
9.4700	.0000
8.0000	1.4700

1405372	.2500
850,000.00	.0300
9.5000	.0000
9.2500	.0000
9.2200	.0000
8.0000	1.2200

1405729	.2500
389,781.35	.0800
8.8750	.0000
8.6250	.0000
8.5450	.0000
8.0000	.5450

1405740	.2500
98,000.00	.0300
9.1250	.0000
8.8750	.0000
8.8450	.0000
8.0000	.8450

1405745	.2500
298,100.00	.0300

9.2500	.0000
9.0000	.0000
8.9700	.0000
8.0000	.9700

1405792	.2500
258,288.74	.0800
8.7500	.0000
8.5000	.0000
8.4200	.0000
8.0000	.4200

1405817	.1250
291,844.61	.0800
9.1250	.0000
9.0000	.0000
8.9200	.0000
8.0000	.9200

1405819	.2500
300,000.00	.0300
9.3750	.0000
9.1250	.0000
9.0950	.0000
8.0000	1.0950

1405826	.2500
225,000.00	.0300
9.3750	.0000
9.1250	.0000
9.0950	.0000
8.0000	1.0950

1406002	.2500
53,271.63	.0300
9.1250	.0000
8.8750	.0000
8.8450	.0000
8.0000	.8450

1406095	.2500
299,571.85	.0800
9.2500	.0000
9.0000	.0000
8.9200	.0000
8.0000	.9200

1406227	.2500
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339,033.15	.0300
9.5000	.0000
9.2500	.0000
9.2200	.0000
8.0000	1.2200

1406232	.2500
185,908.51	.0300
9.5000	.0000
9.2500	.0000
9.2200	.0000
8.0000	1.2200

1

1406709	.2500
242,490.19	.0300
9.2500	.0000
9.0000	.0000
8.9700	.0000
8.0000	.9700

1406739	.2500
241,505.11	.0300
9.1250	.0000
8.8750	.0000
8.8450	.0000
8.0000	.8450

1406751	.2500
40,398.80	.0300
9.5000	.0000
9.2500	.0000
9.2200	.0000
8.0000	1.2200

1406756	.2500
30,685.08	.0300
9.8750	.0000
9.6250	.0000
9.5950	.0000
8.0000	1.5950

1406776	.2500
225,289.99	.0300
9.8750	.0000
9.6250	.0000
9.5950	.0000
8.0000	1.5950

1406782	.2500
289,601.53	.0300
9.8750	.0000
9.6250	.0000
9.5950	.0000
8.0000	1.5950

1406814	.2500
246,182.78	.0800
9.5000	.0000
9.2500	.0000
9.1700	.0000
8.0000	1.1700

1406833	.2500
240,000.00	.0300
9.5000	.0000
9.2500	.0000
9.2200	.0000
8.0000	1.2200

1

1406837	.2500
225,000.00	.0300
9.3750	.0000
9.1250	.0000
9.0950	.0000
8.0000	1.0950

1406911	.2500
234,779.82	.0800
9.7500	.0000
9.5000	.0000
9.4200	.0000
8.0000	1.4200

1406930	.2500
240,225.39	.0800
9.2500	.0000
9.0000	.0000
8.9200	.0000
8.0000	.9200

1407602	.2500
229,261.11	.0300
9.2500	.0000
9.0000	.0000
8.9700	.0000
8.0000	.9700

1407677	.2500
175,750.00	.0300
9.2500	.0000
9.0000	.0000
8.9700	.0000
8.0000	.9700

1407684	.2500
247,500.00	.0300
8.8750	.0000
8.6250	.0000
8.5950	.0000
8.0000	.5950

1407703	.2500
227,678.29	.0300
9.7500	.0000
9.5000	.0000
9.4700	.0000
8.0000	1.4700

1407729	.2500
207,892.17	.0300
9.2500	.0000
9.0000	.0000
8.9700	.0000
8.0000	.9700

1

1407752	.2500
207,197.20	.0800
9.2500	.0000
9.0000	.0000
8.9200	.0000
8.0000	.9200

1407777	.2500
211,067.74	.0300
9.3750	.0000
9.1250	.0000
9.0950	.0000
8.0000	1.0950

1407795	.2500
269,867.19	.0300
9.5000	.0000
9.2500	.0000
9.2200	.0000

8.0000	1.2200
1407799	.2500
231,838.29	.0300
9.8750	.0000
9.6250	.0000
9.5950	.0000
8.0000	1.5950
1407801	.2500
339,087.33	.0300
9.1250	.0000
8.8750	.0000
8.8450	.0000
8.0000	.8450
1407810	.2500
224,883.45	.0300
9.6250	.0000
9.3750	.0000
9.3450	.0000
8.0000	1.3450
1407843	.2500
228,834.37	.0300
9.3750	.0000
9.1250	.0000
9.0950	.0000
8.0000	1.0950
1407853	.2500
175,826.16	.0800
9.5000	.0000
9.2500	.0000
9.1700	.0000
8.0000	1.1700
1414660	.2700
348,569.20	.0300
9.2500	.0000
8.9800	.0000
8.9500	.0000
8.0000	.9500
1414709	.2500
350,000.00	.0300
10.1250	.0000
9.8750	.0000

9.8450	.0000
8.0000	1.8450
1414839	.2500
230,283.64	.0300
9.3750	.0000
9.1250	.0000
9.0950	.0000
8.0000	1.0950
1414902	.2500
215,731.05	.0300
9.3750	.0000
9.1250	.0000
9.0950	.0000
8.0000	1.0950
1414907	.2500
93,800.00	.0300
8.7500	.0000
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1417237	.2500
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112,400.00	.0800
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1417262	.2500
216,750.00	.0800
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221,889.47	.0800
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8.0000	.4200

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247,000.00	.0800
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88,900.00	.0800
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86,800.00	.0800
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8.6250	.0000
8.5450	.0000
8.0000	.5450

1417285	.2500
217,700.00	.0800
9.2500	.0000
9.0000	.0000
8.9200	.0000
8.0000	.9200

1417286	.6250
248,200.00	.0800
9.6250	.0000
9.0000	.0000
8.9200	.0000
8.0000	.9200

1

1417287	.2500
488,000.00	.0800
9.5000	.0000
9.2500	.0000
9.1700	.0000
8.0000	1.1700

1417288	.2500
234,000.00	.0800
9.6250	.0000
9.3750	.0000
9.2950	.0000
8.0000	1.2950

1417289	.8750
246,600.00	.0800
9.6250	.0000
8.7500	.0000
8.6700	.0000
8.0000	.6700

1417290	.2500
228,100.00	.0800
9.0000	.0000
8.7500	.0000
8.6700	.0000
8.0000	.6700

1417291	.2500
209,000.00	.0800
9.0000	.0000
8.7500	.0000
8.6700	.0000
8.0000	.6700

1417293	.2500
256,000.00	.0800
9.2500	.0000
9.0000	.0000
8.9200	.0000
8.0000	.9200

1417294	.2500
222,300.00	.0800
8.6250	.0000
8.3750	.0000
8.2950	.0000
8.0000	.2950

1417295	.2500
79,300.00	.0800
9.0000	.0000
8.7500	.0000
8.6700	.0000
8.0000	.6700

1417300	.2500
213,700.00	.0800
9.0000	.0000
8.7500	.0000
8.6700	.0000

8.0000	.6700
1417301	.2500
217,500.00	.0800
8.8750	.0000
8.6250	.0000
8.5450	.0000
8.0000	.5450
1417303	1.1250
298,000.00	.0800
10.3750	.0000
9.2500	.0000
9.1700	.0000
8.0000	1.1700
1417305	.7500
217,533.15	.0800
9.2500	.0000
8.5000	.0000
8.4200	.0000
8.0000	.4200
1417306	.2500
229,176.17	.0800
9.7500	.0000
9.5000	.0000
9.4200	.0000
8.0000	1.4200
1417308	.2500
304,402.80	.0800
10.1250	.0000
9.8750	.0000
9.7950	.0000
8.0000	1.7950
1417315	.2500
276,000.00	.0300
8.7500	.0000
8.5000	.0000
8.4700	.0000
8.0000	.4700
1417318	.2500
282,000.00	.0300
9.3750	.0000
9.1250	.0000
9.0950	.0000
8.0000	1.0950

1417324	.2500
100,000.00	.0800
9.2500	.0000
9.0000	.0000
8.9200	.0000
8.0000	.9200

1417326	.2500
225,000.00	.0300
9.0000	.0000
8.7500	.0000
8.7200	.0000
8.0000	.7200

1417335	.2500
216,187.87	.0300
9.2500	.0000
9.0000	.0000
8.9700	.0000
8.0000	.9700

1417338	.1250
474,000.00	.0800
8.5000	.0000
8.3750	.0000
8.2950	.0000
8.0000	.2950

1417343	.2500
243,900.00	.0800
10.0000	.0000
9.7500	.0000
9.6700	.0000
8.0000	1.6700

1417348	.2500
328,500.00	.0800
9.1250	.0000
8.8750	.0000
8.7950	.0000
8.0000	.7950

1417414	.2500
232,000.00	.0800
8.6250	.0000
8.3750	.0000
8.2950	.0000
8.0000	.2950

1

1417423	.2500
94,948.11	.0300
9.0000	.0000
8.7500	.0000
8.7200	.0000
8.0000	.7200

1417452	.2500
516,000.00	.0300
9.1250	.0000
8.8750	.0000
8.8450	.0000
8.0000	.8450

1417525	.2500
225,000.00	.0300
8.5000	.0000
8.2500	.0000
8.2200	.0000
8.0000	.2200

1417568	.2500
250,000.00	.0800
8.5000	.0000
8.2500	.0000
8.1700	.0000
8.0000	.1700

1417580	.2500
766,500.00	.0800
8.6250	.0000
8.3750	.0000
8.2950	.0000
8.0000	.2950

1417617	.2500
212,413.89	.0300
8.5000	.0000
8.2500	.0000
8.2200	.0000
8.0000	.2200

TOTAL NUMBER OF LOANS:	379
TOTAL BALANCE.....:	102,156,471.55

1

RUN ON : 05/19/95 RFC DISCLOSURE SYSTEM
 RFFSDFIX-01
 AT : 06.43.57 INITIAL SECURITY FEES
 AMORTIZED BALANCE
 SERIES : RFMSI I 1995-S8 FIXED SUMMARY REPORT
 CUTOFF : 05/01/95
 POOL : 0004171
 :
 :
 POOL STATUS: F

WEIGHTED AVERAGES FROM

TO

ORIG RATE	9.2221	8.3500
10.5000		
RFC NET RATE	8.9502	8.1000
10.2500		
NET MTG RATE (INVSTR RATE)	8.8939	8.0200
10.1700		
POST STRIP RATE	8.0000	8.0000
8.0000		
SUB SERV FEE	.2719	.1250
1.1250		
MSTR SERV FEE	.0564	.0300
.0800		
ALL EXP	.0000	.0000
.0000		
MISC EXP	.0000	.0000
.0000		
SPREAD	.0000	.0000
.0000		
STRIP	.8939	.0200
2.1700		

TOTAL NUMBER OF LOANS: 379
TOTAL BALANCE.....: 102,156,471.55

* END OF REPORT *

EXHIBIT G

FORM OF SELLER/SERVICER CONTRACT

This Seller/Servicer Contract (as may be amended, supplemented or otherwise modified from time to time, this "Contract") is made this _____ day of _____, 19____, by and between Residential Funding Corporation, its successors and assigns ("Residential Funding") and _____ (the "Seller/Servicer," and, together with Residential Funding, the "parties" and each, individually, a "party").

WHEREAS, the Seller/Servicer desires to sell Loans to, and/or service Loans for, Residential Funding, and Residential Funding desires to purchase Loans from the Seller/Servicer and/or have the Seller/Servicer service various of its Loans, pursuant to the terms of this Contract and the Residential Funding Seller and Servicer Guides incorporated herein by reference, as amended, supplemented or otherwise modified, from time to time (together, the "Guides").

NOW, THEREFORE, in consideration of the premises, and the terms, conditions and agreements set forth below, the parties agree as follows:

1. Incorporation of Guides by Reference.

The Seller/Servicer acknowledges that it has received and read the Guides. All provisions of the Guides are incorporated by reference into and made a part of this Contract, and shall be binding upon the parties; provided, however, that the Seller/Servicer shall be entitled to sell

Loans to and/or service Loans for Residential Funding only if and for so long as it shall have been authorized to do so by Residential Funding in writing; provided, further that if the Seller/Serviceicer does not service Loans for Residential Funding, the provisions of the Residential Funding Serviceicer Guide shall be inapplicable, and if the Seller/Serviceicer does not sell Loans to Residential Funding, the provisions of the Residential Funding Seller Guide shall be inapplicable, in each case until such time as the Seller/Serviceicer does service Loans for or, as appropriate, does sell Loans to Residential Funding. Specific reference in this Contract to particular provisions of the Guides and not to other provisions does not mean that those provisions of the Guides not specifically cited in this Contract are not applicable. All terms used herein shall have the same meanings as such terms have in the Guides, unless the context clearly requires otherwise.

2. Amendments.

This Contract may not be amended or modified orally, and no provision of this Contract may be waived or amended except in writing signed by the party against whom enforcement is sought. Such a written waiver or amendment must expressly reference this Contract. However, by their terms, the Guides may be amended or supplemented by Residential Funding from time to time. Any such amendment(s) to the Guides shall be binding upon the parties hereto.

3. Representations and Warranties.

a. Reciprocal Representations and Warranties.

The Seller/Serviceicer and Residential Funding each represents and warrants to the other that as of the date of this Contract:

(1) Each party is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization, is qualified, if necessary, to do business in each jurisdiction in which it is required to be so qualified, and has the requisite power and authority to enter into this Contract and all other agreements which are contemplated by this Contract and to carry out its obligations hereunder and under the Guides.

(2) This Contract has been duly authorized, executed and delivered by each party and constitutes a valid and legally binding agreement of each party enforceable in accordance with its terms.

(3) There is no action, proceeding or investigation pending or threatened, nor any basis therefor known to either party, that questions the validity or prospective validity of this Contract.

(4) Insofar as its capacity to carry out any obligation under this Contract is concerned, neither party is in violation of any charter, articles of incorporation, bylaws, mortgage, indenture, indebtedness, agreement, instrument, judgment, decree, order, statute, rule or regulation and no such obligation adversely affects its capacity to fulfill any of its promises or duties under this Contract. Its execution of, and performance pursuant to, this Contract will not result in a violation of any of the foregoing.

b. Seller/Service's Representations, Warranties and Covenants.

In addition to the representations, warranties and

covenants made by the Seller/Service pursuant to subparagraph (a) of this paragraph 3, the

Seller/Service makes the representations, warranties and covenants set forth in the Guides and, upon request, agrees to deliver to Residential Funding the certified

Resolution of Board of Directors which authorizes the execution and delivery of this

Contract.

4. Remedies of Residential Funding.

If an Event of Seller Default, or an Event of Servicer Default shall occur, Residential Funding may, at its option, exercise one or more of those remedies set forth in the Guides.

5. Seller/Servicer's Status as Independent Contractor.

At no time shall the Seller/Servicer represent that it is acting as an agent of Residential Funding. The Seller/Servicer shall, at all times, act as an independent contractor.

6. Prior Agreements Superseded.

This Contract restates, amends and supersedes any and all prior Seller Contracts or Servicer Contracts between the parties except that any subservicing agreement executed by the Seller/Servicer in connection with any loan-security exchange transaction shall not be affected.

7. Assignment.

This Contract may not be assigned or transferred, in whole or in part, by the Seller/Servicer without the prior written consent of Residential Funding. Residential Funding may sell, assign, convey, hypothecate, pledge or in any other way transfer, in whole or in part, without restriction, its rights under this Contract and the Guides with respect to any Commitment or Loan. Unless Residential Funding specifies otherwise, any such sale, assignment, conveyance, hypothecation, pledge or transfer shall be effective upon written notice by Residential Funding to the Seller/Servicer.

8. Notices.

All notices, requests, demands or other communications that are to be given under this Contract shall be in writing, addressed to the appropriate parties and sent by certified mail, return receipt requested, postage prepaid, to the addresses below. However, another name or address or both may be substituted by the Seller/Servicer pursuant to the

requirements of this paragraph 8,
or by Residential Funding pursuant to an amendment to the Guides.

If to Residential Funding, notice must be sent to the appropriate
address specified in the Guides.

If to the Seller/Servicer, notice must be sent to:

Attention:

9. Jurisdiction and Venue.

Each of the parties irrevocably submits to the jurisdiction of
any state or federal court
located in Hennepin County, Minnesota, over any action, suit or
proceeding to enforce or defend any
right under this Contract or otherwise arising from any loan sale
or servicing relationship
existing in connection with this Contract, and each of the
parties irrevocably agrees that all
claims in respect of any such action or proceeding may be heard
or determined in such state or
federal court. Each of the parties irrevocably waives the
defense of an inconvenient forum to the
maintenance of any such action or proceeding and any other
substantive or procedural rights or
remedies it may have with respect to the maintenance of any such
action or proceeding in any such
forum. Each of the parties agrees that a final judgment in any
such action or proceeding shall be
conclusive and may be enforced in any other jurisdiction by suit
on the judgment or in any other
manner provided by law. Each of the parties further agrees not
to institute any legal actions or
proceedings against the other party or any director, officer,
employee, attorney, agent or property
of the other party, arising out of or relating to this Contract
in any court other than as
hereinabove specified in this paragraph 9.

10. Miscellaneous.

This Contract, including all documents incorporated by
reference herein, constitutes the entire
understanding between the parties hereto and supersedes all other

agreements, covenants, representations, warranties, understandings and communications between the parties, whether written or oral, with respect to the transactions contemplated by this Contract. All section headings contained herein are for convenience only and shall not be construed as part of this Contract. Any provision of this Contract 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 portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction, and, to this end, the provisions hereof are severable. This Contract shall be governed by, and construed and enforced in accordance with, applicable federal laws and the laws of the State of Minnesota.

IN WITNESS WHEREOF, the duly authorized officers of the Seller/Serviceicer and Residential Funding have executed this Seller/Serviceicer Contract as of the date first above written.

ATTEST: SELLER/SERVICER

[Corporate Seal]
(If none, so state.)

(Name of Seller/Serviceicer)

By:

(Signature)

By:

(Typed Name)

(Typed Name)

Title:

Title:

ATTEST: RESIDENTIAL FUNDING CORPORATION

By:

(Signature)

By:

(Typed Name)

(Typed Name)

Title:

Title:

EXHIBIT H
FORMS OF REQUEST FOR RELEASE

DATE:
TO:
RE: REQUEST FOR RELEASE OF DOCUMENTS

In connection with the administration of the pool of Mortgage Loans held by you for the referenced pool, we request the release of the Mortgage Loan File described below.

Pooling and 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 Pooling and Servicing Agreement."

Residential Funding Corporation
Authorized Signature

TO CUSTODIAN/TRUSTEE: 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 Pooling and Servicing Agreement.

- Enclosed Documents: [] Promissory Note
 [] Primary Insurance Policy
 [] Mortgage or Deed of Trust
 [] Assignment(s) of Mortgage or Deed of Trust
 [] Title Insurance Policy
 [] Other:

Name

Title

Date

EXHIBIT I-1

FORM OF TRANSFER AFFIDAVIT AND AGREEMENT

STATE OF _____)
: ss.:
COUNTY OF _____)

[NAME OF OFFICER], being first duly sworn, deposes and says:

1. That he is [Title of Officer] of [Name of Owner] (record or beneficial owner of the Mortgage Pass-Through Certificates, Series 1995-S8, Class [R-I] [R-II] (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.

2. That the Owner (i) is not and will not be a "disqualified organization" as of [date of transfer] within the meaning of Section 860E(e) (5) of the Internal Revenue Code of 1986, as amended (the "Code"), (ii) will endeavor to remain other than a disqualified organization for so long as it retains its ownership interest in the Class [R-I] [R-II] Certificates, and (iii) is acquiring the Class [R-I] [R-II] Certificates for its own account or for the account of another Owner from which it has received an affidavit and agreement in substantially the same form as this

affidavit and agreement. (For this purpose, a "disqualified organization" means the United States, any state or political subdivision thereof, any agency or instrumentality of any of the foregoing (other than an instrumentality all of the activities of which are subject to tax and, except for the Federal Home Loan Mortgage Corporation, a majority of whose board of directors is not selected by any such governmental entity) or any foreign government, international organization or any agency or instrumentality of such foreign government or organization, any rural electric or telephone cooperative, or any organization (other than certain farmers' cooperatives) that is generally exempt from federal income tax unless such organization is subject to the tax on unrelated business taxable income).

3. That the Owner is aware (i) of the tax that would be imposed on transfers of Class [R-I] [R-II] Certificates to disqualified organizations under the Code, that applies to all transfers of Class [R-I] [R-II] Certificates after March 31, 1988; (ii) that such tax would be on the transferor, 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 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-I] [R-II] 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-I] [R-II] Certificates 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. That the Owner is aware that the Trustee will not register the transfer of any Class [R-I] [R-II] 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.

6. That the Owner has reviewed the restrictions set forth on the face of the Class [R-I] [R-II] Certificates and the provisions of Section 5.02(f) of the Pooling and Servicing Agreement under which the Class [R-I] [R-II] Certificates were issued (in particular, clause (iii)(A) and (iii)(B) of Section 5.02(f) which authorize the Trustee to deliver payments to a person other than the Owner and negotiate a mandatory sale by the Trustee in the event the Owner holds such Certificates in violation of Section 5.02(f)). The Owner expressly agrees to be bound by and to comply with such restrictions and provisions.

7. 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-I] [R-II] Certificates will only be owned, directly or indirectly, by an Owner that is not a disqualified organization.

8. The Owner's Taxpayer Identification Number is

_____.

9. This affidavit and agreement relates only to the Class [R-I] [R-II] Certificates held by the Owner and not to any other holder of the Class [R-I] [R-II] Certificates. The Owner understands that the liabilities described herein relate only to the Class [R-I] [R-II] Certificates.

10. That no purpose of the Owner relating to the transfer of any of the Class [R-I] [R-II] Certificates by the Owner is or will be to impede the assessment

or collection of any tax.

11. 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-I] [R-II] Certificate that the Owner intends to pay taxes associated with holding such Class [R-I] [R-II] Certificate as they become due, fully understanding that it may incur tax liabilities in excess of any cash flows generated by the Class [R-I] [R-II] Certificate.

12. 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-I] [R-II] Certificates remain outstanding.

13. 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, or an estate or trust whose income from sources without the United States is includible in gross income for United States federal income tax purposes regardless of its connection with the conduct of a trade or business within the United States.

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 _____, 199__.

[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 _____, 199__.

NOTARY PUBLIC

COUNTY OF

STATE OF

My Commission expires the ____ day of

_____, 19__.

EXHIBIT I-2

FORM OF TRANSFEROR CERTIFICATE

_____, 19__

Residential Funding Mortgage
Securities I, Inc.
8400 Normandale Lake Boulevard
Suite 600
Minneapolis, Minnesota 55437

The First National Bank of Chicago
Corporate Trust Services
1 First National Plaza
Mail Suite 0126

Attention: Residential Funding Corporation Series 1995-S8

Re: Mortgage Pass-Through Certificates, Series
1995-S8, Class [R-I] [R-II]

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
Mortgage Pass-Through Certificates,
Series 1995-S8, Class [R-I] [R-II] (the "Certificates"), pursuant
to Section 5.02 of the Pooling
and Servicing Agreement (the "Pooling and Servicing Agreement"),
dated as of May 1, 1995, among
Residential Funding Mortgage Securities I, Inc., as seller (the
"Company"), Residential Funding
Corporation, as master servicer, and The First National Bank of
Chicago, as trustee (the
"Trustee"). All terms used herein and not otherwise defined
shall have the meanings set forth in
the Pooling and Servicing Agreement. The Seller hereby
certifies, represents and warrants to, and
covenants with, the Company and the Trustee that:

1. No purpose of the Seller relating to the
transfer of the Certificates
by the Seller to the Purchaser is or will be to impede the
assessment or collection of any tax.

2. The Seller understands that the Purchaser
has delivered to the Trustee
and the Master Servicer a transfer affidavit and agreement in the
form attached to the Pooling and
Servicing Agreement as Exhibit I-1. The Seller does not know or
believe that any representation
contained therein is false.

3. 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-I] [R-II] 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.

4. 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:

EXHIBIT J

FORM OF INVESTOR REPRESENTATION LETTER

_____, 19__

Residential Funding Mortgage
Securities I, Inc.
8400 Normandale Lake Boulevard
Suite 600
Minneapolis, MN 55437

The First National Bank of Chicago
Corporate Trust Services
1 First National Plaza
Mail Suite 0126

Attention: Residential Funding Corporation Series 1995-S8

RE: Mortgage Pass-Through Certificates,
Series 1995-S8, Class

Ladies and Gentlemen:

_____ (the "Purchaser")
intends to purchase from _____ (the "Seller") \$ _____ Initial
Certificate Principal Balance of
Mortgage Pass-Through Certificates, Series 1995-S8, Class ___ (the
"Certificates"), issued pursuant
to the Pooling and Servicing Agreement (the "Pooling and
Servicing Agreement"), dated as of May 1,
1995, among Residential Funding Mortgage Securities I, Inc., as
seller (the "Company"), Residential
Funding Corporation, as master servicer, and The First National
Bank of Chicago, as trustee (the
"Trustee"). All terms used herein and not otherwise defined
shall have the meanings set forth in
the Pooling and Servicing Agreement. The Purchaser hereby
certifies, represents and warrants to,
and covenants with, the Company and the Trustee 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 Pooling and Servicing
_____ 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) [a copy of the Private Placement Memorandum, dated _____, 19__], relating to the Certificates, (b) a copy of the Pooling and Servicing Agreement and [(b)] [(c)] such other information concerning the Certificates, the Mortgage Loans and the Company as has been requested by the Purchaser from the Company 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 Company or the Seller to the satisfaction of the Purchaser. [If the Purchaser did not purchase the Certificates from the Seller in connection with the initial distribution of the Certificates and was provided with a copy of the Private Placement Memorandum (the "Memorandum") relating to the original sale (the "Original Sale") of the Certificates by the Company, the Purchaser acknowledges that such Memorandum was provided to it by the Seller, that the Memorandum was prepared by the Company solely for use in connection with the Original Sale and the Company did not participate in or facilitate in any way the purchase of the Certificates by the Purchaser from the Seller, and the Purchaser

agrees that it will look solely to the Seller and not to the Company with respect to any damage, liability, claim or expense arising out of, resulting from or in connection with (a) error or omission, or alleged error or omission, contained in the Memorandum, or (b) any information, development or event arising after the date of the Memorandum.]

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 (e) 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 Pooling and Servicing Agreement.

6. The Purchaser is not an employee benefit plan subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or the Internal Revenue Code of 1986 (the "Code"), or an investment manager, a 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, and understands that registration of transfer of any Certificate to any such employee benefit plan, or to any person acting on behalf of or purchasing any Certificate with "plan assets" of any such plan, will not be made unless such employee benefit plan delivers an opinion of its counsel, addressed and satisfactory to the Trustee, the Company and the Master Servicer, to the effect that the purchase and holding of a Certificate by, on behalf of or with "plan assets" of such plan is permissible under applicable law, would not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code and would not subject the Company, the Master Servicer or the Trustee to any obligation or liability (including liabilities under Section 406 of ERISA or Section 4975 of the Code) in addition to those undertaken in the Pooling and Servicing Agreement or any other liability.

7. The Purchaser is not a non-United States person.

Very truly yours,

By:
Name:
Title:

EXHIBIT K

FORM OF TRANSFEROR REPRESENTATION LETTER

, 19

Residential Funding Mortgage

Securities I, Inc.
8400 Normandale Lake Boulevard
Suite 600
Minneapolis, MN 55437

The First National Bank of Chicago
Corporate Trust Services
1 First National Plaza
Mail Suite 0126
Chicago, Illinois 60670-0126

Attention: Residential Funding Corporation Series 1995-S8

Re: Mortgage Pass-Through Certificates,
Series 1995-S8, Class

Ladies and Gentlemen:

In connection with the sale by (the
"Seller") to
(the "Purchaser") of \$ Initial Certificate
Principal Balance of Mortgage Pass-
Through Certificates, Series 1995-S8, Class ____ (the
"Certificates"), issued pursuant to the
Pooling and Servicing Agreement (the "Pooling and Servicing
Agreement"), dated as of May 1, 1995,
among Residential Funding Mortgage Securities I, Inc., as seller
(the "Company"), Residential
Funding Corporation, as master servicer, and The First National
Bank of Chicago, as trustee (the
"Trustee"). The Seller hereby certifies, represents and warrants
to, and covenants with, the
Company and the Trustee 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 Pooling and
Servicing Agreement.

Very truly yours,

(Seller)

By:

Name:

Title:

EXHIBIT L

[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 Seller, the Trustee and the Master Servicer (as defined in the Pooling and Servicing Agreement (the "Agreement"), dated as of May 1, 1995, among Residential Funding Corporation as Master Servicer, Residential Funding Mortgage Securities I, Inc. as depositor pursuant to Section 5.02 of the Agreement and The First National Bank of Chicago as 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 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 warrants and represents to, and covenants with, the Seller, the Trustee, Master Servicer and the Company that either (1) the Buyer is (A) not an employee benefit plan (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")), or a plan (within the meaning of Section 4975(e)(1) of the Internal Revenue Code of 1986 ("Code")), which (in either case) is subject to ERISA or Section 4975 of the Code (both a "Plan"), and (B) is not directly or indirectly purchasing the Rule 144A Securities on behalf of, as investment manager of, as named fiduciary of, as trustee of, or with "plan assets" of a Plan, or (2) the Buyer understands that registration of transfer of any Rule 144A Securities to any Plan, or to any Person acting on behalf of any Plan, will not be made unless such Plan (delivers an opinion of its counsel, addressed and satisfactory to the Trustee, the Company and the Master Servicer, to the effect that the purchase and holding of the Rule 144A Securities by, on behalf of or with "plan assets" of any Plan would not constitute or result in a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, and would not subject the Company, the Master Servicer or the Trustee to any obligation or liability (including liabilities under ERISA or Section 4975 of the Code) in addition to those undertaken in the Pooling and Servicing Agreement or any other liability.]

4. 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.

IN WITNESS WHEREOF, each of the parties has executed this document as of the date set forth below.

Print Name of Seller

Print Name of Buyer

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.

___ 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.

____ Investment Adviser. The Buyer is an investment adviser registered under the Investment Advisers Act of 1940.

____ 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.

____ Business Development Company. The Buyer is a business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

____ 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, 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.

5. The Buyer acknowledges that it is familiar with Rule 144A and understands that the seller to it and other parties related to the Certificates 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:

ANNEX 2 TO EXHIBIT L

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 SEC 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 M

[Text of Amendment to Pooling and Servicing Agreement Pursuant to Section 12.01(e) for a Limited Guaranty]

ARTICLE XII

Subordinate Certificate Loss Coverage; Limited Guaranty

Section 12.01. Subordinate Certificate Loss Coverage; Limited Guaranty. (a) Subject to subsection (c) below, prior to the later of the third Business Day prior to each Distribution Date or the related Determination Date, the Master Servicer shall determine whether it or any Subservicer will be entitled to any reimbursement pursuant to Section 4.02(a) on such Distribution Date for Advances or Subservicer Advances previously made, (which will not be Advances or Subservicer Advances that were made with respect to delinquencies which were subsequently determined to be Excess Special Hazard Losses, Excess Fraud Losses, Excess Bankruptcy Losses or Extraordinary Losses) and, if so, the Master Servicer shall demand payment from Residential Funding of an amount equal to the amount of any Advances or Subservicer Advances reimbursed pursuant to Section 4.02(a), to the extent such Advances or Subservicer Advances have not been included in the amount of the Realized Loss in the related Mortgage Loan, and shall distribute the same to the Class B Certificateholders in the same manner as if such amount were to be distributed pursuant to Section 4.02(a).

(b) Subject to subsection (c) below, prior to the later of the third Business Day prior to each Distribution Date or the related Determination Date, the Master Servicer shall determine whether any Realized Losses (other than Excess Special

Hazard Losses, Excess Bankruptcy Losses, Excess Fraud Losses and Extraordinary Losses) will be allocated to the Class B Certificates on such Distribution Date pursuant to Section 4.05, and, if so, the Master Servicer shall demand payment from Residential Funding of the amount of such Realized Loss and shall distribute the same to the Class B Certificateholders in the same manner as if such amount were to be distributed pursuant to Sections 4.02(a); provided, however, that the amount of such demand in respect of any Distribution Date shall in no event be greater than the sum of (i) the additional amount of Accrued Certificate Interest that would have been paid for the Class B Certificateholders on such Distribution Date had such Realized Loss or Losses not occurred plus (ii) the amount of the reduction in the Certificate Principal Balances of the Class B Certificates on such Distribution Date due to such Realized Loss or Losses. Notwithstanding such payment, such Realized Losses shall be deemed to have been borne by the Certificateholders for purposes of Section 4.05. Excess Special Hazard Losses, Excess Fraud Losses, Excess Bankruptcy Losses and Extraordinary Losses allocated to the Class B Certificates will not be covered by the Subordinate Certificate Loss Obligation.

(c) Demands for payments pursuant to this Section shall be made prior to the later of the third Business Day prior to each Distribution Date or the related Determination Date by the Master Servicer with written notice thereof to the Trustee. The maximum amount that Residential Funding shall be required to pay pursuant to this Section on any Distribution Date (the "Amount Available") shall be equal to the lesser of (X) minus the sum of (i) all previous payments made under subsections (a) and (b) hereof and (ii) all draws under the Limited Guaranty made in lieu of such payments as described below in subsection (d) and (Y) the then outstanding Certificate Principal Balances of the Class B Certificates, or such lower amount as may be established pursuant to Section 12.02. Residential Funding's obligations as described in this Section are referred to herein as the "Subordinate Certificate Loss Obligation."

(d) The Trustee will promptly notify General Motors

Acceptance Corporation of any failure of Residential Funding to make any payments hereunder and shall demand payment pursuant to the limited guaranty (the "Limited Guaranty"), executed by General Motors Acceptance Corporation, of Residential Funding's obligation to make payments pursuant to this Section, in an amount equal to the lesser of (i) the Amount Available and (ii) such required payments, by delivering to General Motors Acceptance Corporation a written demand for payment by wire transfer, not later than the second Business Day prior to the Distribution Date for such month, with a copy to the Master Servicer.

(e) All payments made by Residential Funding pursuant to this Section or amounts paid under the Limited Guaranty shall be deposited directly in the Certificate Account, for distribution on the Distribution Date for such month to the Class B Certificateholders.

(f) The Company shall have the option, in its sole discretion, to substitute for either or both of the Limited Guaranty or the Subordinate Certificate Loss Obligation another instrument in the form of a corporate guaranty, an irrevocable letter of credit, a surety bond, insurance policy or similar instrument or a reserve fund; provided that (i) the Company obtains an Opinion of Counsel (which need not be an opinion of Independent counsel) to the effect that obtaining such substitute corporate guaranty, irrevocable letter of credit, surety bond, insurance policy or similar instrument or reserve fund will not cause either (a) any federal tax to be imposed on REMIC I and/or REMIC II, including without limitation, any federal tax imposed on "prohibited transactions" under Section 860(F) (a) (1) of the Code or on "contributions after the startup date" under Section 860(G) (d) (1) of the Code or (b) either REMIC I or REMIC II to fail to qualify as a REMIC at any time that any Certificate is outstanding, and (ii) no such substitution shall be made unless (A) the substitute Limited Guaranty or Subordinate Certificate Loss Obligation is for an initial amount not less than the then current Amount Available and contains provisions that are in all material respects equivalent to the original Limited Guaranty or Subordinate Certificate Loss Obligation (including that no portion of the

fees, reimbursements or other obligations under any such instrument will be borne by REMIC I or REMIC II), (B) the long term debt obligations of any obligor of any substitute Limited Guaranty or Subordinate Certificate Loss Obligation (if not supported by the Limited Guaranty) shall be rated at least the lesser of (a) the rating of the long term debt obligations of General Motors Acceptance Corporation as of the date of issuance of the Limited Guaranty and (b) the rating of the long term debt obligations of General Motors Acceptance Corporation at the date of such substitution and (C) the Company obtains written confirmation from each nationally recognized credit rating agency that rated the Class B Certificates at the request of the Company that such substitution shall not lower the rating on the Class B Certificates below the lesser of (a) the then-current rating assigned to the Class B Certificates by such rating agency and (b) the original rating assigned to the Class B Certificates by such rating agency. Any replacement of the Limited Guaranty or Subordinate Certificate Loss Obligation pursuant to this Section shall be accompanied by a written Opinion of Counsel to the substitute guarantor or obligor, addressed to the Master Servicer and the Trustee, that such substitute instrument constitutes a legal, valid and binding obligation of the substitute guarantor or obligor, enforceable in accordance with its terms, and concerning such other matters as the Master Servicer and the Trustee shall reasonably request. Neither the Company, the Master Servicer nor the Trustee shall be obligated to substitute for or replace the Limited Guaranty or Subordinate Certificate Loss Obligation under any circumstance.

Section 12.02. Amendments Relating to the Limited Guaranty. Notwithstanding Sections 11.01 or 12.01: (i) the provisions of this Article XII may be amended, superseded or deleted, (ii) the Limited Guaranty or Subordinate Certificate Loss Obligation may be amended, reduced or canceled, and (iii) any other provision of this Agreement which is related or incidental to the matters described in this Article XII may be amended in any manner; in each case by written instrument executed or consented to by the Company and Residential Funding but without the consent of any Certificateholder and without the consent of the Master Servicer or the Trustee being

required unless any such amendment would impose any additional obligation on, or otherwise adversely affect the interests of, the Master Servicer or the Trustee, as applicable; provided that the Company shall also obtain a letter from each nationally recognized credit rating agency that rated the Class B Certificates at the request of the Company to the effect that such amendment, reduction, deletion or cancellation will not lower the rating on the Class B Certificates below the lesser of (a) the then-current rating assigned to the Class B Certificates by such rating agency and (b) the original rating assigned to the Class B Certificates by such rating agency, unless (A) the Holder of 100% of the Class B Certificates is Residential Funding or an Affiliate of Residential Funding, or (B) such amendment, reduction, deletion or cancellation is made in accordance with Section 12.01(e) and, provided further that the Company obtains, in the case of a material amendment or supersession (but not a reduction, cancellation or deletion of the Limited Guaranty or the Subordinate Certificate Loss Obligation), an Opinion of Counsel (which need not be an opinion of Independent counsel) to the effect that any such amendment or supersession will not cause either (a) any federal tax to be imposed on REMIC I or REMIC II, including without limitation, any federal tax imposed on "prohibited transactions" under Section 860F(a)(1) of the Code or on "contributions after the startup date" under Section 860G(d)(1) of the Code or (b) either REMIC I or REMIC II to fail to qualify as a REMIC at any time that any Certificate is outstanding. A copy of any such instrument shall be provided to the Trustee and the Master Servicer together with an Opinion of Counsel that such amendment complies with this Section 12.02.

EXHIBIT N

[Form of Limited Guaranty]

LIMITED GUARANTY

RESIDENTIAL FUNDING MORTGAGE SECURITIES I, INC.

Mortgage Pass-Through Certificates
Series 1995-S8

The First National Bank of Chicago
Corporate Trust Services
1 First National Plaza
Mail Suite 0126
Chicago, Illinois 60670-0126

Attention: Residential Funding Corporation Series 1995-S8

Ladies and Gentlemen:

WHEREAS, Residential Funding Corporation, a Delaware corporation ("Residential Funding"), an indirect wholly-owned subsidiary of General Motors Acceptance Corporation, a New York corporation ("GMAC"), plans to incur certain obligations as described under Section 11.01 of the Pooling and Servicing Agreement dated as of May 1, 1995, (the "Servicing Agreement"), among Residential Funding Mortgage Securities I, Inc. (the "Company"), Residential Funding and The First National Bank of Chicago (the "Trustee") as amended by Amendment No. 1 thereto, dated as of _____, with respect to the Mortgage Pass-Through Certificates, Series 1995-S8 (the "Certificates"); and

WHEREAS, pursuant to Section 12.01 of the Servicing Agreement, Residential Funding agrees to make payments to the Holders of the Class B Certificates with respect to certain losses on the Mortgage Loans as described in the Servicing Agreement; and

WHEREAS, GMAC desires to provide certain assurances with respect to the ability of Residential Funding to secure sufficient funds and faithfully to perform its Subordinate Certificate Loss Obligation;

NOW THEREFORE, in consideration of the premises herein contained and certain other good and valuable consideration, the receipt of which is hereby acknowledged, GMAC agrees as follows:

1. Provision of Funds. (a) GMAC agrees to contribute and deposit in the Certificate Account on behalf of Residential Funding (or otherwise provide to Residential Funding, or to cause to be made available to Residential Funding), either directly or

through a subsidiary, in any case prior to the related Distribution Date, such moneys as may be required by Residential Funding to perform its Subordinate Certificate Loss Obligation when and as the same arises from time to time upon the demand of the Trustee in accordance with Section 11.01 of the Servicing Agreement.

(b) The agreement set forth in the preceding clause (a) shall be absolute, irrevocable and unconditional and shall not be affected by the transfer by GMAC or any other person of all or any part of its or their interest in Residential Funding, by any insolvency, bankruptcy, dissolution or other proceeding affecting Residential Funding or any other person, by any defense or right of counterclaim, set-off or recoupment that GMAC may have against Residential Funding or any other person or by any other fact or circumstance. Notwithstanding the foregoing, GMAC's obligations under clause (a) shall terminate upon the earlier of (x) substitution for this Limited Guaranty pursuant to Section 12.01(f) of the Servicing Agreement, or (y) the termination of REMIC I and/or REMIC II pursuant to the Servicing Agreement.

2. Waiver. GMAC hereby waives any failure or delay on the part of Residential Funding, the Trustee or any other person in asserting or enforcing any rights or in making any claims or demands hereunder. Any defective or partial exercise of any such rights shall not preclude any other or further exercise of that or any other such right. GMAC further waives demand, presentment, notice of default, protest, notice of acceptance and any other notices with respect to this Limited Guaranty, including, without limitation, those of action or nonaction on the part of Residential Funding or the Trustee.

3. Modification, Amendment and Termination. This Limited Guaranty may be modified, amended or terminated only by the written agreement of GMAC and the Trustee and only if such modification, amendment or termination is permitted under Section 12.02 of the Servicing Agreement. The obligations of GMAC under this Limited Guaranty shall continue and remain in effect so long as the Servicing Agreement is not modified or amended in any way that might affect the obligations of GMAC under this Limited Guaranty without the prior written

consent of GMAC.

4. Successor. Except as otherwise expressly provided herein, the guarantee herein set forth shall be binding upon GMAC and its respective successors.

5. Governing Law. This Limited Guaranty shall be governed by the laws of the State of New York.

6. Authorization and Reliance. GMAC understands that a copy of this Limited Guaranty shall be delivered to the Trustee in connection with the execution of Amendment No. 1 to the Servicing Agreement and GMAC hereby authorizes the Company and the Trustee to rely on the covenants and agreements set forth herein.

7. Definitions. Capitalized terms used but not otherwise defined herein shall have the meaning given them in the Servicing Agreement.

8. Counterparts. This Limited Guaranty may be executed in any number of counterparts, each of which shall be deemed to be an original and such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, GMAC has caused this Limited Guaranty to be executed and delivered by its respective officers thereunto duly authorized as of the day and year first above written.

GENERAL MOTORS ACCEPTANCE CORPORATION

By:
Name:
Title:

Acknowledged by:

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee

By:

Name:
Title:

RESIDENTIAL FUNDING MORTGAGE
SECURITIES I, INC.

By:
Name:
Title:

EXHIBIT O

FORM OF LENDER CERTIFICATION FOR ASSIGNMENT OF MORTGAGE LOAN

_____, 19____

Residential Funding Mortgage
Securities I, Inc.
8400 Normandale Lake Boulevard
Suite 600
Minneapolis, Minnesota 55437

The First National Bank of Chicago
Corporate Trust Services
1 First National Plaza
Mail Suite 0126
Chicago, Illinois 60670-0126

Attention: Residential Funding Corporation Series 1995-S8

Re: Mortgage Pass-Through Certificates, Series 1995-S8

Assignment of Mortgage Loan.

Ladies and Gentlemen:

This letter is delivered to you in connection with the assignment by _____ (the "Trustee") to _____ (the "Lender") of _____ (the "Mortgage Loan") pursuant to Section 3.13(d) of the Pooling and Servicing Agreement (the "Pooling and Servicing Agreement"), dated as of May 1, 1995, among Residential Funding Mortgage Securities I, Inc., as seller (the "Company"), Residential Funding Corporation, as

master servicer, and the Trustee. All terms used herein and not otherwise defined shall have the meanings set forth in the Pooling and Servicing Agreement. The Lender hereby certifies, represents and warrants to, and covenants with, the Master Servicer and the Trustee that:

(i) the Mortgage Loan is secured by Mortgaged Property located in a jurisdiction in which an assignment in lieu of satisfaction is required to preserve lien priority, minimize or avoid mortgage recording taxes or otherwise comply with, or facilitate a refinancing under, the laws of such jurisdiction;

(ii) the substance of the assignment is, and is intended to be, a refinancing of such Mortgage Loan and the form of the transaction is solely to comply with, or facilitate the transaction under, such local laws;

(iii) the Mortgage Loan following the proposed assignment will be modified to have a rate of interest at least 0.25 percent below or above the rate of interest on such Mortgage Loan prior to such proposed assignment; and

(iv) such assignment is at the request of the borrower under the related Mortgage Loan.

Very truly yours,

(Lender)

By:
Name:
Title: