

OFFERING CIRCULAR



\$1,368,213,000

Freddie Mac

Seasoned Credit Risk Transfer Trust, Series 2020-2

Issuer: Freddie Mac Seasoned Credit Risk Transfer Trust, Series 2020-2
Offered Certificates: Classes of Certificates shown in the table below and MACR Certificates shown in combinations 1 through 15 on [Schedule I](#)
Trust Assets: Three groups of seasoned, fixed-rate and step-rate, first lien re-performing Mortgage Loans
Sponsor, Seller, Trustee and Guarantor of Offered Certificates: Freddie Mac
Servicer: Select Portfolio Servicing, Inc.
Securities Administrator: U.S. Bank National Association
Custodian: Wells Fargo Bank, N.A.
Trust Agent: Wilmington Trust, National Association
Distribution Dates: Monthly beginning in July 2020
Optional Termination: The Trust is subject to optional termination as described in this Offering Circular
Form of Offered Certificates: Book-entry on the depository system of DTC

Offering Terms: The underwriters named below are offering the Offered Certificates in negotiated, syndicated transactions at varying prices

Closing Date: July 14, 2020

Class(1)	Initial Class Principal Amount or Class Notional Amount (2)	Class Coupon	CUSIP Number	Stated Final Distribution Date
Group H				
Class HA	\$ 58,650,000	2.000%	35563PQC6	November 25, 2059
Class HA-IO	\$ 14,662,500	4.000%	35563PQL6	November 25, 2059
Class HV	\$ 9,774,000	2.000%	35563PQE2	November 25, 2059
Class HZ	\$ 9,774,000	2.000%	35563PQF9	November 25, 2059
Class HB-IO	\$ 4,887,000	4.000%	35563PQM4	November 25, 2059
Group M				
Class MA	\$ 860,188,000	2.000%	35563PQP7	November 25, 2059
Class MA-IO	\$ 322,570,500	4.000%	35563PQV4	November 25, 2059
Class MV	\$ 143,364,000	2.000%	35563PQX0	November 25, 2059
Class MZ	\$ 143,364,000	2.000%	35563PQY8	November 25, 2059
Class MB-IO	\$ 107,523,000	4.000%	35563PQW2	November 25, 2059
Group M55				
Class M55D	\$ 143,099,000	4.000%	35563PQZ5	November 25, 2059

- (1) Exchangeable Certificates may be exchanged for the related MACR Certificates in the combinations set forth on [Schedule I](#).
(2) Approximate. May vary up to 10%.

In addition to the Offered Certificates, the Trust will issue the Class A-IO, Class M, Class B, Class B-IO, Class XS-IO, Class BX, Class BXS, Class BBIO, Class MI and Class R Certificates (the “Non-Offered Certificates”). Only the Offered Certificates are offered by this Offering Circular. Information about the Non-Offered Certificates is included in this Offering Circular to help you understand the Offered Certificates.

The Offered Certificates are complex financial instruments and may not be suitable investments for you. You should not purchase Offered Certificates unless you have carefully considered and are able to bear the associated prepayment, interest rate, yield and market risks of investing in them. “*Risk Factors*” beginning on page 25 highlights some of these risks.

You should purchase Offered Certificates only if you have read and understood this Offering Circular and the documents listed under “*Additional Information*”.

Freddie Mac guarantees timely payment of interest at the applicable Class Coupon and the payment of principal as described herein, including payment in full by the Stated Final Distribution Date, on the Offered Certificates. These distributions are not guaranteed by and are not debts or obligations of the United States or any federal agency or instrumentality other than Freddie Mac. The Offered Certificates are not tax-exempt. Because of applicable securities law exemptions, the Offered Certificates are not registered with any federal or state securities commission. No securities commission has reviewed this Offering Circular.

The Index of Significant Definitions beginning on page 170 of this Offering Circular indicates where definitions of certain defined terms appear in this Offering Circular.

Citigroup

Co-Lead Manager and Joint Bookrunner

J.P. Morgan

Co-Lead Manager and Joint Bookrunner

BMO Capital Markets
Co-Manager

BofA Securities
Co-Manager

Nomura
Co-Manager

R. Sealaus & Co., LLC
Co-Manager

Wells Fargo Securities
Co-Manager

July 9, 2020

THE OFFERED CERTIFICATES HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH, OR RECOMMENDED BY, ANY FEDERAL, STATE OR NON-U.S. SECURITIES COMMISSION, SECURITIES REGULATORY AUTHORITY OR INSURANCE OR OTHER REGULATORY BODY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT REVIEWED THIS DOCUMENT NOR CONFIRMED OR DETERMINED THE ADEQUACY OR ACCURACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THIS OFFERING CIRCULAR CONTAINS SUBSTANTIAL INFORMATION ABOUT THE OFFERED CERTIFICATES AND THE OBLIGATIONS OF THE ISSUER, THE GUARANTOR, THE SERVICER, THE SELLER, THE TRUSTEE, THE CUSTODIAN, THE SECURITIES ADMINISTRATOR AND THE TRUST AGENT WITH RESPECT TO THE OFFERED CERTIFICATES. POTENTIAL INVESTORS ARE URGED TO REVIEW THIS OFFERING CIRCULAR IN ITS ENTIRETY.

PROSPECTIVE PURCHASERS ARE NOT TO CONSTRUE THE CONTENTS OF THIS OFFERING CIRCULAR OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM FREDDIE MAC, THE TRUST AGENT, THE SECURITIES ADMINISTRATOR OR THE UNDERWRITERS OR ANY OF THEIR OFFICERS, EMPLOYEES OR AGENTS AS INVESTMENT, LEGAL, ACCOUNTING OR TAX ADVICE. PRIOR TO INVESTING IN THE OFFERED CERTIFICATES, A PROSPECTIVE PURCHASER SHOULD CONSULT WITH ITS ATTORNEY AND ITS INVESTMENT, ACCOUNTING, REGULATORY AND TAX ADVISORS TO DETERMINE THE CONSEQUENCES OF AN INVESTMENT IN THE OFFERED CERTIFICATES AND ARRIVE AT AN INDEPENDENT EVALUATION OF SUCH INVESTMENT, INCLUDING THE RISKS RELATED THERETO.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS OFFERING CIRCULAR. THIS OFFERING CIRCULAR DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES OTHER THAN THE OFFERED CERTIFICATES. THIS OFFERING CIRCULAR SHALL NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, NOR SHALL THERE BE ANY SALE OF THE OFFERED CERTIFICATES, IN ANY STATE OR OTHER JURISDICTION IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF SUCH STATE OR OTHER JURISDICTION. THE DELIVERY OF THIS OFFERING CIRCULAR AT ANY TIME DOES NOT IMPLY THAT INFORMATION HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE OF THIS OFFERING CIRCULAR OR THE EARLIER DATES REFERENCED HEREIN.

THIS OFFERING CIRCULAR HAS BEEN PREPARED BY FREDDIE MAC SOLELY FOR USE IN CONNECTION WITH THE SALE OF THE OFFERED CERTIFICATES. IN THIS OFFERING CIRCULAR, AS THE CONTEXT MAY REQUIRE, THE TERMS “WE”, “US” AND “OUR” REFER TO FREDDIE MAC.

FREDDIE MAC IS IN CONSERVATORSHIP; POTENTIAL RECEIVERSHIP

WE CONTINUE TO OPERATE UNDER THE CONSERVATORSHIP THAT COMMENCED ON SEPTEMBER 6, 2008, CONDUCTING OUR BUSINESS UNDER THE DIRECTION OF THE FEDERAL HOUSING FINANCE AGENCY (“**FHFA**”) AS OUR CONSERVATOR (THE “**CONSERVATOR**”). UPON ITS APPOINTMENT, FHFA, AS CONSERVATOR, IMMEDIATELY SUCCEEDED TO ALL RIGHTS, TITLES, POWERS AND PRIVILEGES OF FREDDIE MAC AND OF ANY STOCKHOLDER, OFFICER OR DIRECTOR OF FREDDIE MAC WITH RESPECT TO OUR BUSINESS AND OUR ASSETS. THE CONSERVATOR HAS DIRECTED AND WILL CONTINUE TO DIRECT CERTAIN OF OUR BUSINESS ACTIVITIES AND STRATEGIES. UNDER THE FEDERAL HOUSING FINANCE REGULATORY REFORM ACT OF 2008, FHFA MUST PLACE FREDDIE MAC INTO RECEIVERSHIP IF THE DIRECTOR OF FHFA MAKES A DETERMINATION IN WRITING THAT ITS ASSETS ARE, AND FOR A PERIOD OF 60 DAYS HAVE BEEN, LESS THAN ITS OBLIGATIONS. FHFA HAS NOTIFIED FREDDIE MAC THAT THE MEASUREMENT PERIOD FOR ANY MANDATORY RECEIVERSHIP DETERMINATION WITH RESPECT TO ITS ASSETS AND OBLIGATIONS WOULD COMMENCE NO EARLIER THAN THE SEC PUBLIC FILING DEADLINE FOR ITS QUARTERLY OR ANNUAL FINANCIAL STATEMENTS AND WOULD CONTINUE FOR SIXTY (60) CALENDAR DAYS AFTER THAT DATE. FHFA HAS ALSO ADVISED FREDDIE MAC THAT, IF, DURING

THAT SIXTY (60) DAY PERIOD, FREDDIE MAC RECEIVES FUNDS FROM TREASURY IN AN AMOUNT AT LEAST EQUAL TO THE DEFICIENCY AMOUNT UNDER THE PURCHASE AGREEMENT, THE DIRECTOR OF FHFA WILL NOT MAKE A MANDATORY RECEIVERSHIP DETERMINATION.

IN ADDITION, FREDDIE MAC COULD BE PUT INTO RECEIVERSHIP AT THE DISCRETION OF THE DIRECTOR OF FHFA AT ANY TIME FOR OTHER REASONS, INCLUDING CONDITIONS THAT FHFA HAS ALREADY ASSERTED EXISTED AT THE TIME THE THEN DIRECTOR OF FHFA PLACED FREDDIE MAC INTO CONSERVATORSHIP. THESE INCLUDE: A SUBSTANTIAL DISSIPATION OF ASSETS OR EARNINGS DUE TO UNSAFE OR UNSOUND PRACTICES; THE EXISTENCE OF AN UNSAFE OR UNSOUND CONDITION TO TRANSACT BUSINESS; AN INABILITY TO MEET OUR OBLIGATIONS IN THE ORDINARY COURSE OF BUSINESS; A WEAKENING OF OUR CONDITION DUE TO UNSAFE OR UNSOUND PRACTICES OR CONDITIONS; CRITICAL UNDERCAPITALIZATION; THE LIKELIHOOD OF LOSSES THAT WILL DEplete SUBSTANTIALLY ALL OF OUR CAPITAL; OR BY CONSENT. A RECEIVERSHIP WOULD TERMINATE THE CURRENT CONSERVATORSHIP.

IF FHFA WERE TO BECOME FREDDIE MAC'S RECEIVER, IT COULD EXERCISE CERTAIN POWERS THAT COULD ADVERSELY AFFECT THE OFFERED CERTIFICATES.

IN ITS CAPACITY AS RECEIVER, FHFA WOULD HAVE THE RIGHT TO TRANSFER OR SELL ANY ASSET OR LIABILITY OF FREDDIE MAC, INCLUDING ITS OBLIGATION TO MAKE GUARANTOR PAYMENTS ON THE OFFERED CERTIFICATES, WITHOUT ANY APPROVAL, ASSIGNMENT OR CONSENT OF ANY PARTY. IF FHFA, AS RECEIVER, WERE TO TRANSFER SUCH OBLIGATION TO ANOTHER PARTY, HOLDERS OF THE OFFERED CERTIFICATES WOULD HAVE TO RELY ON THAT PARTY FOR SATISFACTION OF THE OBLIGATION AND WOULD BE EXPOSED TO THE CREDIT RISK OF THAT PARTY.

DURING A RECEIVERSHIP, CERTAIN RIGHTS OF HOLDERS OF THE CERTIFICATES MAY NOT BE ENFORCEABLE AGAINST FHFA, OR ENFORCEMENT OF SUCH RIGHTS MAY BE DELAYED.

THE REFORM ACT ALSO PROVIDES THAT NO PERSON MAY EXERCISE ANY RIGHT OR POWER TO TERMINATE, ACCELERATE OR DECLARE AN EVENT OF DEFAULT UNDER CERTAIN CONTRACTS TO WHICH FREDDIE MAC IS A PARTY, OR OBTAIN POSSESSION OF OR EXERCISE CONTROL OVER ANY PROPERTY OF FREDDIE MAC, OR AFFECT ANY CONTRACTUAL RIGHTS OF FREDDIE MAC, WITHOUT THE APPROVAL OF FHFA AS RECEIVER, FOR A PERIOD OF NINETY (90) DAYS FOLLOWING THE APPOINTMENT OF FHFA AS RECEIVER.

IMPORTANT NOTICE REGARDING THE OFFERED CERTIFICATES

IF ANY OF THE TRUSTEE, THE ISSUER OR AN UNDERWRITER DETERMINES THAT A CONDITION IS NOT SATISFIED IN ANY MATERIAL RESPECT, ANY PROSPECTIVE INVESTOR WILL BE NOTIFIED, AND NONE OF THE TRUSTEE, THE ISSUER OR THE UNDERWRITERS WILL HAVE ANY OBLIGATION TO SUCH PROSPECTIVE INVESTOR TO DELIVER ANY PORTION OF THE OFFERED CERTIFICATES WHICH SUCH PROSPECTIVE INVESTOR HAS COMMITTED TO PURCHASE, AND THERE WILL BE NO LIABILITY BETWEEN THE UNDERWRITERS OR ANY OF THEIR RESPECTIVE AGENTS OR AFFILIATES, ON THE ONE HAND, AND SUCH PROSPECTIVE INVESTOR, ON THE OTHER HAND, AS A CONSEQUENCE OF THE NON-DELIVERY.

TO THE EXTENT THAT INVESTORS CHOOSE TO UTILIZE THIRD PARTY PREDICTIVE MODELS IN CONNECTION WITH CONSIDERING AN INVESTMENT IN THE OFFERED CERTIFICATES, NEITHER FREDDIE MAC NOR THE UNDERWRITERS MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE ACCURACY, COMPLETENESS OR APPROPRIATENESS OF ANY INFORMATION OR REPORTS GENERATED BY SUCH MODELS, INCLUDING, WITHOUT LIMITATION, WHETHER THE OFFERED CERTIFICATES OR THE MORTGAGE LOANS WILL PERFORM IN A MANNER CONSISTENT THEREWITH.

NONE OF THE ISSUER, SPONSOR, SELLER OR GUARANTOR MAKES ANY REPRESENTATION OR WARRANTY REGARDING ANY ORIGINATORS OR PRIOR SERVICERS OF THE MORTGAGE LOANS (INCLUDING ANY PERSON OR ENTITY THAT HAS MODIFIED A MORTGAGE LOAN) OR THEIR UNDERWRITING PRACTICES AND PROCEDURES. CONSEQUENTLY, THIS OFFERING CIRCULAR DOES NOT CONTAIN ANY INFORMATION ABOUT THE ORIGINATORS OR PRIOR SERVICERS OF THE MORTGAGE LOANS (INCLUDING ANY PERSON OR ENTITY THAT HAS MODIFIED A MORTGAGE LOAN) OR THEIR RESPECTIVE LOAN ORIGINATION OR MODIFICATION PRACTICES, OR THE STANDARDS OR GUIDELINES UNDER WHICH THE MORTGAGE LOANS WERE ORIGINATED, UNDERWRITTEN, QUALITY-CHECKED, REVIEWED, MODIFIED OR SERVICED BY ANY PERSON OR ENTITY (INCLUDING, BUT NOT LIMITED TO, THE APPLICATION, CONTENTS OR EXISTENCE OF SUCH STANDARDS OR GUIDELINES).

**SECTION 309B(1)(C) NOTIFICATION UNDER THE SECURITIES AND FUTURES ACT,
CHAPTER 289 OF SINGAPORE**

THE OFFERED CERTIFICATES ARE CAPITAL MARKETS PRODUCTS OTHER THAN PRESCRIBED CAPITAL MARKETS PRODUCTS (AS DEFINED IN THE SECURITIES AND FUTURES (CAPITAL MARKETS PRODUCTS) REGULATIONS 2018) AND SPECIFIED INVESTMENT PRODUCTS (AS DEFINED IN THE MONETARY AUTHORITY OF SINGAPORE NOTICE SFA 04-N12: NOTICE ON THE SALE OF INVESTMENT PRODUCTS AND THE MONETARY AUTHORITY OF SINGAPORE NOTICE FAA-N16: NOTICE ON RECOMMENDATIONS ON INVESTMENT PRODUCTS).

IMPORTANT NOTICE ABOUT INFORMATION PRESENTED IN THIS OFFERING CIRCULAR

THE INFORMATION CONTAINED IN THESE MATERIALS MAY BE BASED ON ASSUMPTIONS REGARDING MARKET CONDITIONS AND OTHER MATTERS AS REFLECTED HEREIN. NO REPRESENTATION IS MADE REGARDING THE REASONABLENESS OF SUCH ASSUMPTIONS OR THE LIKELIHOOD THAT ANY SUCH ASSUMPTIONS WILL COINCIDE WITH ACTUAL MARKET CONDITIONS OR EVENTS, AND THESE MATERIALS SHOULD NOT BE RELIED UPON FOR SUCH PURPOSES. THE UNDERWRITERS AND THEIR AFFILIATES, OFFICERS, DIRECTORS, PARTNERS AND EMPLOYEES, INCLUDING PERSONS INVOLVED IN THE PREPARATION OR ISSUANCE OF THIS OFFERING CIRCULAR, MAY FROM TIME TO TIME HAVE LONG OR SHORT POSITIONS IN, AND BUY AND SELL, THE CERTIFICATES MENTIONED HEREIN OR DERIVATIVES THEREOF (INCLUDING OPTIONS). IN ADDITION, THE UNDERWRITERS AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, PARTNERS AND EMPLOYEES, INCLUDING PERSONS INVOLVED IN THE PREPARATION OR ISSUANCE OF THIS OFFERING CIRCULAR, MAY HAVE AN INVESTMENT OR COMMERCIAL BANKING RELATIONSHIP WITH US. SEE “*RISK FACTORS — THE INTERESTS OF FREDDIE MAC, THE UNDERWRITERS AND OTHERS MAY CONFLICT WITH AND BE ADVERSE TO THE INTERESTS OF THE CERTIFICATEHOLDERS — POTENTIAL CONFLICTS OF INTEREST OF THE UNDERWRITERS AND THEIR AFFILIATES*”. INFORMATION IN THIS OFFERING CIRCULAR IS CURRENT AS OF THE DATE APPEARING ON THE MATERIAL ONLY. INFORMATION IN THIS OFFERING CIRCULAR REGARDING ANY OFFERED CERTIFICATES SUPERSEDES ALL PRIOR INFORMATION REGARDING SUCH OFFERED CERTIFICATES. THE OFFERED CERTIFICATES MAY NOT BE SUITABLE FOR ALL PROSPECTIVE INVESTORS.

FORWARD LOOKING STATEMENTS

This Offering Circular contains forward looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the “**Securities Act**”). Specifically, forward looking statements, together with related qualifying language and assumptions, are found in the material (including the tables) under the headings “*Risk Factors*” and “*Prepayment and Yield Considerations*” and in the appendices. Forward looking statements are also found in other places throughout this Offering Circular, and may be identified by, among other things, accompanying language such as “expects,” “intends,” “anticipates,” “estimates” or analogous expressions, or by qualifying language or assumptions. These statements involve known and unknown risks, uncertainties and other important factors that could cause the actual results or performance to differ materially from that described in or implied by the forward looking statements. These risks, uncertainties and other factors include, among others, general economic and business conditions, competition, changes in political, social and economic conditions, regulatory initiatives and compliance with governmental regulations, customer preference and various other matters, many of which are beyond Freddie Mac’s control. These forward looking statements speak only as of the date of this Offering Circular. We expressly disclaim any obligation or undertaking to disseminate any updates or revisions to any forward looking statements to reflect changes in our expectations with regard to those statements or any change in events, conditions or circumstances on which any forward looking statement is based.

FREDDIE MAC

General

Freddie Mac was chartered by Congress in 1970 under the Federal Home Loan Mortgage Corporation Act (the “**Freddie Mac Act**”) with a public mission to stabilize the nation’s residential mortgage markets and expand opportunities for homeownership and affordable rental housing.

Our statutory mission is to provide liquidity, stability and affordability to the U.S. housing market. We are involved in the U.S. housing market by participating in the secondary mortgage market. We do not participate directly in the primary mortgage market. Our participation in the secondary mortgage market includes providing our credit guarantee for mortgages originated by mortgage lenders in the primary mortgage market and investing in mortgage loans and mortgage-related securities.

Although we are chartered by Congress, we alone are responsible for making payments on our securities. Neither the U.S. government nor any agency or instrumentality of the U.S. government, other than Freddie Mac, guarantees our securities and other obligations.

Our statutory mission, as defined in our charter, is:

- To provide stability in the secondary market for residential mortgages;
- To respond appropriately to the private capital market;
- To provide ongoing assistance to the secondary market for residential mortgages (including activities related to mortgages on housing for low- and moderate-income families involving a reasonable economic return that may be less than the return received on other activities) by increasing the liquidity of mortgage investments and improving the distribution of investment capital available for residential mortgage financing; and
- To promote access to mortgage credit throughout the U.S. (including central cities, rural areas and other underserved areas) by increasing the liquidity of mortgage investments and improving the distribution of investment capital available for residential mortgage financing.

Conservatorship and Related Matters

The Federal Housing Finance Regulatory Reform Act of 2008 (the “**Reform Act**”) became law on July 30, 2008 and was effective immediately. The Reform Act established FHFA as an independent agency with general supervisory

and regulatory authority over Freddie Mac. FHFA assumed the duties of Freddie Mac's former regulators, the Office of Federal Housing Enterprise Oversight and the U.S. Department of Housing and Urban Development ("**HUD**"), with respect to safety, soundness and mission oversight of Freddie Mac. HUD remains Freddie Mac's regulator with respect to fair lending matters.

On September 6, 2008, FHFA exercised authority granted by Congress to place Freddie Mac into conservatorship and we continue to conduct our business under the direction of FHFA as our Conservator. Upon its appointment, FHFA, as Conservator, immediately succeeded to all rights, titles, powers and privileges of Freddie Mac and of any stockholder, officer or director of Freddie Mac with respect to our business and our assets. The Conservator also succeeded to the title to all of our books, records and assets held by any other legal custodian or third party. The Conservator has directed and will continue to direct certain of our business activities and strategies. The Conservator has delegated certain authority to our Board of Directors to oversee, and to management to conduct, day-to-day operations. The directors serve on behalf of, and exercise authority as directed by, and owe their fiduciary duties of care and loyalty to, the Conservator. There is significant uncertainty as to whether or when we will emerge from conservatorship, as it has no specified termination date, and as to what changes may occur to our business structure during or following conservatorship, including whether we will continue to exist. The Conservator, Congress and/or the administration may, at any time and from time-to-time, adopt policies, legislation, or otherwise act in ways that significantly change our business model or capital structure. We are not aware of any current plans to significantly change our business model or capital structure in the near-term; however, we have no ability to predict what regulatory or legislative policies or actions may be made with respect to Freddie Mac in the future. See "*Risk Factors — Risks Relating to Freddie Mac*".

On May 13, 2014, FHFA issued a document titled, "The 2014 Strategic Plan for the Conservatorships of Fannie Mae and Freddie Mac" (the "**2014 Strategic Plan**"). The 2014 Strategic Plan provides three reformulated strategic goals of the conservatorships of Freddie Mac and the Federal National Mortgage Association ("**Fannie Mae**"):

- Maintain, in a safe and sound manner, foreclosure prevention activities and credit availability for new and refinanced mortgages to foster liquid, efficient, competitive and resilient national housing finance markets.
- Reduce taxpayer risk through increasing the role of private capital in the mortgage market.
- Build a new single-family securitization infrastructure for use by Freddie Mac and Fannie Mae and adaptable for use by other participants in the secondary market in the future.

Since 2014, FHFA has issued an annual conservatorship scorecard ("**Conservatorship Scorecard**") that establishes annual objectives and performance targets and measures for Freddie Mac and Fannie Mae related to the strategic goals set forth in the 2014 Strategic Plan. For information on the current Conservatorship Scorecard, see our current report on Form 8-K filed on October 29, 2019.

Purchase Agreement, Warrant and Senior Preferred Stock

On September 7, 2008, we, through FHFA, in its capacity as Conservator, entered into the Senior Preferred Stock Purchase Agreement with the U.S. Department of the Treasury ("**Treasury**"). The Purchase Agreement has been subsequently amended a number of times (as amended, the "**Purchase Agreement**").

The Purchase Agreement requires Treasury, upon the request of the Conservator, to provide funds to us in certain circumstances. In exchange for Treasury's funding commitment, we issued to Treasury: (a) one million shares of Variable Liquidation Preference Senior Preferred Stock (with an initial liquidation preference of \$1 billion) (the "**Senior Preferred Stock**") and (b) a warrant to purchase, for a nominal price, shares of our common stock equal to 79.9% of the total number of shares of our common stock outstanding on a fully diluted basis at the time the warrant is exercised (the "**Warrant**"). The Senior Preferred Stock and Warrant were issued to Treasury as an initial commitment fee in consideration of Treasury's commitment to provide funding to us under the Purchase Agreement. We did not receive any cash proceeds or other consideration from Treasury for issuing the Senior Preferred Stock or the Warrant.

The Purchase Agreement provides that, on a quarterly basis, we generally may draw funds up to the amount, if any, by which our total liabilities exceed our total assets, as reflected on our GAAP balance sheet for the applicable fiscal quarter (the “**Deficiency Amount**”), provided that the aggregate amount funded under the Purchase Agreement may not exceed Treasury’s commitment. As of March 31, 2020 the amount of available funding remaining under the Purchase Agreement was \$140.2 billion. This amount will be reduced by any future draws.

Treasury, as the holder of the Senior Preferred Stock, is entitled to receive quarterly cash dividends, when, as and if declared by our Board of Directors. The dividends we have paid to Treasury on the Senior Preferred Stock have been declared by, and paid at the direction of, the Conservator, acting as successor to the rights, titles, powers and privileges of the Board. Through December 31, 2012, the Senior Preferred Stock accrued quarterly cumulative dividends at a rate of 10% per year.

However, under the August 2012 amendment to the Purchase Agreement, the fixed dividend rate was replaced with a net worth sweep dividend beginning in the first quarter of 2013. For each fiscal quarter commencing January 1, 2013 and thereafter, the dividend is the amount, if any, by which our Net Worth Amount (defined below) at the end of the immediately preceding fiscal quarter, less the applicable capital reserve amount for such fiscal quarter, exceeds zero (the “**Dividend Amount**”). If the calculation of the dividend for any fiscal quarter does not exceed zero, then no dividend will accrue or be payable for that quarter. The term “**Net Worth Amount**” is defined as our total assets (excluding Treasury’s commitment and any unfunded amounts thereof), less our total liabilities (excluding any obligation in respect of capital stock), in each case as reflected on our consolidated balance sheets prepared in accordance with GAAP. Pursuant to the September 27, 2019 letter agreement (the “**Letter Agreement**”) amending the Senior Preferred Stock, for each fiscal quarter from September 30, 2019 and thereafter, the applicable capital reserve amount will be \$20.0 billion. However, for each fiscal quarter from September 30, 2019 and thereafter, for any fiscal quarter with respect to which the Board of Directors does not declare and pay a dividend or declares and pays a dividend in an amount less than the Dividend Amount, the applicable capital reserve amount shall thereafter be zero. For the avoidance of doubt, if the calculation of the Dividend Amount for a fiscal quarter does not exceed zero, then no Dividend Amount will accrue or be payable for such fiscal quarter. The Dividend Amounts on the Senior Preferred Stock could be substantial and will have an adverse impact on our financial position and net worth.

The Senior Preferred Stock is senior in liquidation preference to our common stock and all other series of preferred stock. Any amounts that we draw under the Purchase Agreement are added to the liquidation preference of the Senior Preferred Stock. Deficits in our net worth have made it necessary for us to make substantial draws on Treasury’s funding commitment under the Purchase Agreement. As of March 31, 2020 the aggregate liquidation preference of the Senior Preferred Stock was \$81.8 billion and will increase to \$82.2 billion on June 30, 2020. Under the Purchase Agreement, our ability to repay the liquidation preference of the Senior Preferred Stock is limited, and we will not be able to do so for the foreseeable future, if at all.

The Purchase Agreement provides that the Deficiency Amount will be calculated differently if we become subject to receivership or other liquidation process. The Deficiency Amount may be increased above the otherwise applicable amount upon our mutual written agreement with Treasury. In addition, if the Director of FHFA determines that the Director will be mandated by law to appoint a receiver for us unless our capital is increased by receiving funds under the commitment in an amount up to the Deficiency Amount (subject to the maximum amount that may be funded under the Purchase Agreement), then FHFA, as Conservator, may request that Treasury provide funds to us in such amount. The Purchase Agreement also provides that, if we have a Deficiency Amount as of the date of completion of the liquidation of our assets, we may request funds from Treasury in an amount up to the Deficiency Amount (subject to the maximum amount that may be funded under the Purchase Agreement).

No additional shares of Senior Preferred Stock are required to be issued under the Purchase Agreement. In addition to the issuance of the Senior Preferred Stock and Warrant, we are required under the Purchase Agreement to pay a quarterly commitment fee to Treasury. Under the Purchase Agreement, the fee is to be determined in an amount mutually agreed to by us and Treasury with reference to the market value of Treasury’s funding commitment as then in effect. However, for each quarter commencing as of January 1, 2013 and thereafter, by agreement with Treasury no periodic commitment fee under the Purchase Agreement was or will be set, accrued or payable. Treasury waived the fee for all applicable quarters prior to that date.

The Purchase Agreement provides that Treasury’s funding commitment will terminate under any of the following circumstances: (a) the completion of our liquidation and fulfillment of Treasury’s obligations under its funding

commitment at that time; (b) the payment in full of, or reasonable provision for, all of our liabilities (whether or not contingent, including mortgage guarantee obligations); and (c) the funding by Treasury of the maximum amount of the commitment under the Purchase Agreement. In addition, Treasury may terminate its funding commitment and declare the Purchase Agreement null and void if a court vacates, modifies, amends, conditions, enjoins, stays or otherwise affects the appointment of the Conservator or otherwise curtails the Conservator's powers. Treasury may not terminate its funding commitment under the Purchase Agreement solely by reason of our being in conservatorship, receivership or other insolvency proceeding, or due to our financial condition or any adverse change in our financial condition.

The Purchase Agreement provides that most provisions of the agreement may be waived or amended by mutual written agreement of the parties; however, no waiver or amendment of the agreement is permitted that would decrease Treasury's aggregate funding commitment or add conditions to Treasury's funding commitment if the waiver or amendment would adversely affect in any material respect the holders of our debt securities or Freddie Mac mortgage guarantee obligations.

In the event of a default on our obligations with respect to the Offered Certificates or Freddie Mac mortgage guarantee obligations, and if Treasury fails to perform its obligations under its funding commitment, then if we and/or the Conservator fail to diligently pursue remedies in respect of that failure, the holders of these securities or Freddie Mac mortgage guarantee obligations may file a claim in the United States Court of Federal Claims for relief requiring Treasury to fund to us the lesser of: (a) the amount necessary to cure the guarantee defaults on the Offered Certificates and Freddie Mac mortgage guarantee obligations; and (b) the lesser of: (i) the deficiency amount; and (ii) the maximum amount of the commitment less the aggregate amount of funding previously provided under the commitment. Any payment that Treasury makes under such circumstances will be treated for all purposes as a draw under the Purchase Agreement that will increase the liquidation preference of the senior preferred stock.

The Purchase Agreement has an indefinite term and can terminate only in limited circumstances, which do not include the end of the conservatorship. The Purchase Agreement therefore could continue after the conservatorship ends.

We receive substantial support from Treasury and are dependent upon its continued support in order to continue operating our business. Our ability to access funds from Treasury under the Purchase Agreement is critical to keeping us solvent and avoiding appointment of a receiver by FHFA under statutory mandatory receivership provisions. Any deterioration in our financial position and any discontinued support of the Treasury could result in Realized Losses and Certificate Writedown Amounts being allocated to the Offered Certificates in the absence of the Guarantee.

ADDITIONAL INFORMATION

Our common stock is registered with the U.S. Securities and Exchange Commission (“SEC”) under the Securities Exchange Act of 1934 (“Exchange Act”). We file reports and other information with the SEC.

As described below, we incorporate certain documents by reference in this Offering Circular, which means that we are disclosing information to you by referring you to those documents rather than by providing you with separate copies. We incorporate by reference in this Offering Circular (1) our Annual Report on Form 10-K for the year ended December 31, 2019, filed with the SEC on February 13, 2020; (2) all other reports we have filed with the SEC pursuant to Section 13(a) of the Exchange Act since the end of the year covered by that Form 10-K report, excluding any information we “furnish” to the SEC on Form 8-K; and (3) all documents that we file with the SEC pursuant to Section 13(a), 13(c) or 14 of the Exchange Act after the date of this Offering Circular and prior to the termination of the offering of the Certificates, excluding any information we “furnish” to the SEC on Form 8-K. These documents are collectively referred to as the “**Incorporated Documents**” and are considered part of this Offering Circular. You should read this Offering Circular in conjunction with the Incorporated Documents. Information that we incorporate by reference will automatically update information in this Offering Circular. Therefore, you should rely only on the most current information provided or incorporated by reference in this Offering Circular.

You may read and copy any document we file with the SEC at the SEC’s public reference room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. The SEC also maintains a website at <http://www.sec.gov> that contains reports, proxy and information statements, and other information regarding companies that file electronically with the SEC.

After the Closing Date, you can obtain, without charge, copies of this Offering Circular, the Incorporated Documents and the Pooling and Servicing Agreement to be dated as of the Closing Date among the Seller, Guarantor, Trustee, Servicer, Trust Agent and Securities Administrator (the “**Pooling and Servicing Agreement**”) from:

Freddie Mac — Investor Inquiry
1551 Park Run Drive
McLean, Virginia 22102-3110
Telephone: 1-800-336-3672
(571-382-4000 within the Washington, D.C. area)
E-mail: Investor_Inquiry@freddiemac.com

We also make the Offering Circular and the Incorporated Documents available on our internet website at this address: www.freddiemac.com¹.

Loan-level information provided in this Offering Circular and made available on the Securities Administrator’s internet website² is based upon information reported and furnished to us by the underlying seller, servicer or any prior servicer of the Mortgage Loans (i) at the time we purchased the Mortgage Loans, (ii) through subsequent data revisions and (iii) in monthly servicing updates. We may not have independently verified the information reported and furnished to us by the underlying seller, servicer or any prior servicer regarding the Mortgage Loans and we make no representations or warranties concerning the accuracy or completeness of that information. The Securities Administrator has not participated in the preparation of this Offering Circular and makes no representation or warranty as to the accuracy of the information contained herein.

¹ We provide this and other internet addresses solely for the information of investors. We do not intend these internet addresses to be active links and we are not using references to these addresses to incorporate additional information into this Offering Circular, except as specifically stated in this Offering Circular.

² An investor may access the loan-level information through the Securities Administrator’s website, subject to the terms and conditions therein, by clicking on <https://pivot.usbank.com>.

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TRANSACTION SUMMARY

On the Closing Date, Freddie Mac will deposit certain seasoned mortgage loans (the “**Mortgage Loans**”) into the Freddie Mac Seasoned Credit Risk Transfer Trust, Series 2020-2 (the “**Trust**”). The Trust will issue the Class HA, Class HA-IO, Class HAU, Class HB, Class HB-IO, Class HBU, Class HT, Class HT-IO, Class HTU, Class HV, Class HZ, Class MA-IO, Class MB-IO, Class MA, Class MAU, Class MB, Class MBU, Class MT, Class MT-IO, Class MTU, Class MV, Class MZ, Class M55D, Class M55E, Class M55G, Class M55H, Class M55I, Class A-IO, Class M, Class B, Class B-IO, Class XS-IO, Class BX, Class BXS, Class BBIO, Class MI and Class R (each a “**Class**” and, collectively, the “**Classes**”) Certificates (each a “**Certificate**” and, collectively, the “**Certificates**”), and such Classes represent interests in the assets of the Trust. The Class HA, Class HV, Class HZ, Class HA-IO, Class HB-IO, Class MA, Class MV, Class MZ, Class MA-IO, Class MB-IO and Class M55D Certificates (collectively, the “**Guaranteed Exchangeable Certificates**”) are modifiable and combinable with the guaranteed Modifiable and Combinable REMIC Certificates (the “**GMACR Certificates**” and, together with the Guaranteed Exchangeable Certificates, the “**Offered Certificates**”), identified in combinations 1 through 15 on Schedule I and vice versa. Additionally, the Class A-IO, Class B, Class B-IO and Class XS-IO Certificates (collectively, the “**Non-Guaranteed Exchangeable Certificates**” and, together with the Guaranteed Exchangeable Certificates, the “**Exchangeable Certificates**”) are modifiable and combinable with the related non-guaranteed Modifiable and Combinable REMIC Certificates (the “**NGMACR Certificates**” and, together with the GMACR Certificates, the “**MACR Certificates**”) identified in combinations 16 through 18 on Schedule I and vice versa. None of the Non-Guaranteed Exchangeable Certificates or NGMACR Certificates is offered by this Offering Circular. Freddie Mac, as sponsor of the securitization in which the Certificates are to be issued, will not, other than as described herein, retain credit risk pursuant to the provisions of FHFA’s Credit Risk Retention Rule (12 C.F.R. Part 1234) (the “**Risk Retention Rule**”) governing residential single-family securitizations because FHFA, as conservator and in furtherance of the goals of the conservatorship, has exercised its authority under Section 1234.12(f)(3) of the Risk Retention Rule to direct Freddie Mac to sell or otherwise hedge the credit risk that Freddie Mac otherwise would be required to retain under the Risk Retention Rule and has instructed Freddie Mac to take such action necessary to effect this outcome. See “*Description of the Mortgage Loans — Credit Risk Retention*”. See also “*Risk Factors — Governance and Regulation — Legislative or Regulatory Actions Could Adversely Affect Our Business Activities and the Trust*”.

Freddie Mac will serve in a number of capacities with respect to the Trust. Freddie Mac will be the Guarantor of the Offered Certificates, Sponsor, Seller and Trustee. As described in this Offering Circular, Freddie Mac will guarantee (the “**Guarantee**”) timely payment of interest and, as applicable, payment of principal, including payment in full by the Stated Final Distribution Date of the Offered Certificates. As the Seller, Freddie Mac will make certain limited representations and warranties (most of which will be effective only through the warranty period that expires on July 13, 2023) (the “**Warranty Period**”) with respect to the Mortgage Loans and will be the only party from which the Trust may seek repurchase or indemnification with respect to a Mortgage Loan as a result of any Material Breach that provides for repurchase of such Mortgage Loan or payment of a Loss Indemnification Amount as a remedy. See Appendix C.

Select Portfolio Servicing, Inc. (“**SPS**” or the “**Servicer**”) will service the Mortgage Loans in accordance with the Pooling and Servicing Agreement. The servicing requirements set forth in the Pooling and Servicing Agreement are referred to herein as the “**Servicing Requirements**”. The Servicer will not advance principal and interest on the Mortgage Loans. The Servicer will be obligated to make certain Servicing Advances to third parties, including any advances necessary for the preservation of mortgaged properties securing Mortgage Loans or REO properties acquired by the Trust through foreclosure or a loss mitigation process. Moreover, certain documents related to each Mortgage Loan will be retained by Wells Fargo Bank, N.A. (the “**Custodian**”), in accordance with that certain Document Custodial Agreement to be dated on or about the Closing Date (the “**Custodial Agreement**”) among the Seller, the Custodian, the Trustee and the Servicer.

Wilmington Trust, National Association will act as trust agent (the “**Trust Agent**”) under the Pooling and Servicing Agreement. The Trust Agent, an independent third party, will be responsible for managing the representation and warranty review process for any Mortgage Loan for which it has received a Review Notice. The Servicer will be responsible for sending a Review Notice to the Trust Agent, the Custodian and the Seller for any Mortgage Loan that has reached a Breach Review Trigger. As described herein, the Trust Agent is required to appoint an Independent Reviewer to review certain Mortgage Loans to determine whether a Material Breach exists requiring a cure of such

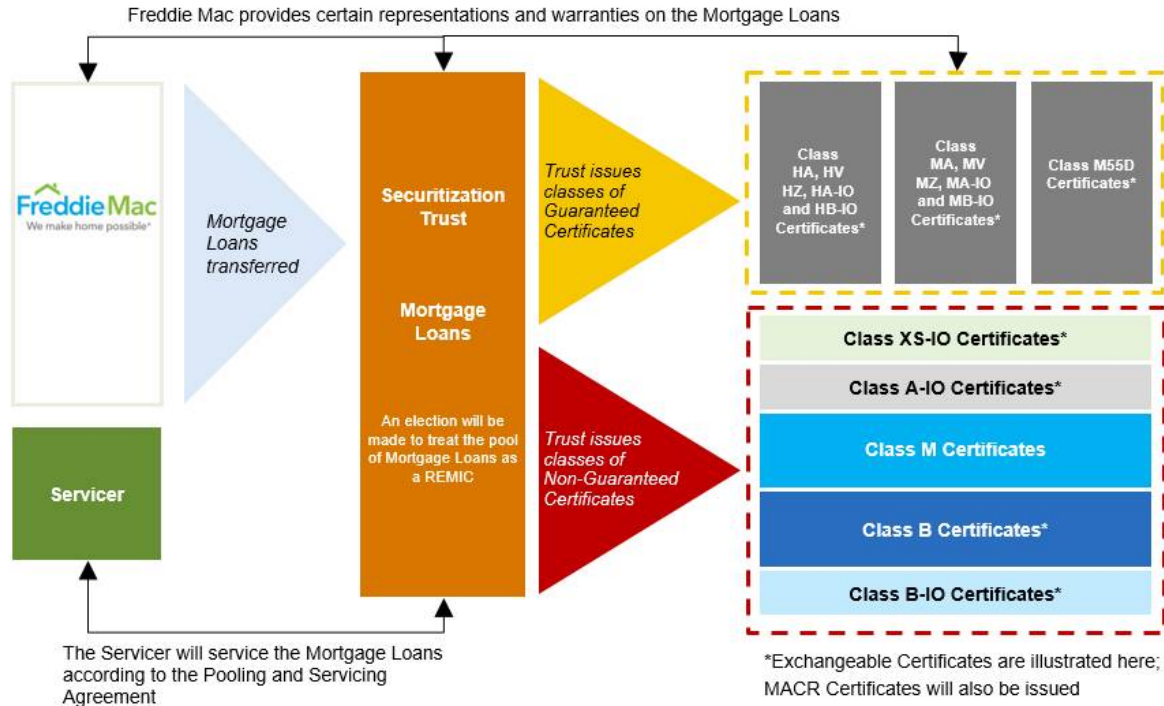
Material Breach, a repurchase of such Mortgage Loan or payment of a Loss Indemnification Amount by the Seller. The cost of such Breach Review will be borne by the Trust. The Seller has the right to appeal certain determinations of the Independent Reviewer; however, the determination of the Independent Reviewer (including those related to an appeal) will be final and binding. In no event will the Trust Agent be required to pay from its own funds the cost of any review of any Mortgage Loan (including, without limitation, any fees, cost or expenses of an Independent Reviewer).

Investors in the Offered Certificates should review and understand all of the information related to the Trust in this Offering Circular and information otherwise made available to such investors prior to investing in the Offered Certificates. ***Unless otherwise noted, the calculations, definitions and allocations described in this Offering Circular assume that no exchanges for MACR Certificates have occurred.***

The Class Principal Amounts of the Certificates will be subject to reduction due to the allocation of Realized Losses and/or Certificate Writedown Amounts and increase due to the allocation of Subsequent Recoveries. However, Freddie Mac guarantees the timely payment of interest at the applicable Class Coupon and, as applicable, payment of principal as described herein, including payment in full by the Stated Final Distribution Date of the Offered Certificates and will (i) make a Guarantor Principal Payment on any Distribution Date in an amount up to the Principal Deficiency Amount for each applicable Class of Offered Certificates on such Distribution Date, (ii) make a Guarantor Interest Payment in an amount up to the Interest Deficiency Amount for each applicable Class of Offered Certificates on such Distribution Date, and (iii) make Guarantor Maturity Payments if the remaining Class Principal Amount of any Class of Offered Certificates is greater than zero after the application of interest and principal in accordance with “Description of the Certificates — Distributions of Interest” and “Description of the Certificates — Principal — Allocation of Principal Remittance Amount” and allocation of Realized Losses, Certificate Writedown Amounts and Subsequent Recoveries on the Stated Final Distribution Date.

As described more fully in this Offering Circular, the Class HA, Class HV, Class HZ, Class HA-IO, Class HB-IO, Class MA, Class MV, Class MZ, Class MA-IO, Class MB-IO, Class M55D, Class M, Class B, Class A-IO, Class B-IO and Class XS-IO Certificates will represent ownership of “regular interests” in a “real estate mortgage investment conduit” (a “**REMIC**”) for U.S. federal income tax purposes. An election will be made to treat the pool of Mortgage Loans as a REMIC and multiple further REMIC elections will be made to facilitate creation of regular interests corresponding to the Certificates (each of the REMICs, a “**REMIC Pool**”). The REMIC Pool from which the regular interests corresponding to the Certificates are issued is the “**Upper-Tier REMIC Pool**”. The Class M and Class B-IO Certificates, in addition to representing ownership of a regular interest, will represent certain other rights or obligations. The Class R Certificates will represent ownership of the sole class of “residual interests” in each REMIC Pool. The Class MI Certificate will represent ownership of Mortgage Insurance Proceeds, if any, and does not represent ownership of an interest in a REMIC. Each class of MACR Certificates will represent interests in the related Exchangeable Certificates for U.S. federal income tax purposes. See “*Certain Federal Income Tax Consequences*” herein.

Transaction Diagram



Note: The Trust will also issue Residual Certificates and a Class of Mortgage Insurance Certificates (the “**Class MI Certificate**”) that will receive certain proceeds from Mortgage Insurance Policies, which Certificate, as of the Closing Date, will be retained by Freddie Mac. However, the Class MI Certificate will not represent interests in any REMIC. The Class MI Certificate is not offered hereby.

SUMMARY OF TERMS

The following summary does not purport to be complete and is qualified in its entirety by reference to the detailed information appearing elsewhere in this Offering Circular and related documents referred to herein. See “Index of Significant Definitions”, which appears at the end of this Offering Circular.

Series	Series 2020-2.
The Trustee	Freddie Mac will act as trustee (the “ Trustee ”) of the Trust under the Pooling and Servicing Agreement.
The Servicer	Select Portfolio Servicing, Inc. (the “ Servicer ”) will service the Mortgage Loans pursuant to the Pooling and Servicing Agreement.
The Sponsor and Seller	On the Closing Date, Freddie Mac, as seller (the “ Seller ”), will sell the Mortgage Loans into the Trust and assign all of its interest in the Mortgage Loans to the Trust.
The Guarantor	Freddie Mac will serve as guarantor (the “ Guarantor ”) of the Offered Certificates.
The Issuer	Freddie Mac Seasoned Credit Risk Transfer Trust, Series 2020-2 (the “ Issuer ” or the “ Trust ”) will issue the Certificates. The Certificates will represent interests in the assets of the Trust, which will be created under the Pooling and Servicing Agreement, and do not represent any interest in the Sponsor, the Seller, the Trustee, the Trust Agent, the Servicer, the Custodian or the Securities Administrator or any other person.
The Trust Agent	Wilmington Trust, National Association will act as trust agent (the “ Trust Agent ”) under the Pooling and Servicing Agreement.
The Custodian	Wells Fargo Bank, N.A. will act as the custodian (the “ Custodian ”) for the Trust.
An Independent Reviewer	A third party reviewer (an “ Independent Reviewer ”) selected by the Trust Agent to review any Mortgage Loan for which a Review Notice has been sent with respect to such Mortgage Loan (an “ Independent Review ”). The Independent Reviewer will determine whether there is a Material Breach with respect to such Mortgage Loan.
Breach Review Trigger	A “ Breach Review Trigger ” will occur with respect to a Mortgage Loan, and the Servicer will be required to send a Review Notice to the Trust Agent, the Custodian and the Seller, if during the Warranty Period (i) the Mortgage Loan has a foreclosure sale, short sale or deed-in-lieu of foreclosure completed or is charged-off by the Servicer, (ii) a Mortgage Loan becomes a Liquidated Mortgage Loan, (iii) the Mortgage Loan is modified by the Servicer due to a mortgagor hardship or by a court of competent jurisdiction or (iv) such Mortgage Loan has paid in full and the Servicer has previously sent a Review Notice(s) for such Mortgage Loan. A review by the Independent Reviewer will not be required for any Liquidated Mortgage Loan which does not have a loss to the Trust, nor for any Mortgage Loan meeting the criteria set forth above if it is paid in full. In addition, during the Warranty Period, the Trustee may request a file review based on specific evidence that supports the existence of a Material Breach with respect to a Mortgage Loan. After July 13, 2023, the representations and warranties made by

Freddie Mac with respect to the Mortgage Loans (other than the REMIC-related representation and warranty) will no longer be in effect.

Material Breach With respect to any Mortgage Loan, a determination by the Independent Reviewer that (A) a representation or warranty made by the Seller on the Closing Date was breached and that such breach resulted in a material adverse effect to either the value of such Mortgage Loan or the interests of the Trust in such Mortgage Loan, or (B) such Mortgage Loan has suffered a loss and a portion of such loss is a direct result of an Existing Lien as identified on Schedule I to Appendix C hereto, or (C) the “Final Certification” for such Mortgage Loan identified a missing or defective mortgage, mortgage note or title insurance policy for such Mortgage Loan and the Mortgage Loan has suffered a loss and a portion of such loss is a direct result of such identified missing or defective document. In addition, a breach of a representation and warranty will be deemed to be a Material Breach if it results in a Mortgage Loan failing to be a “qualified mortgage” within the meaning of Section 860G(a)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). The “**Final Certification**” means the certificate delivered by the Custodian to the Trustee, the Servicer and the Guarantor pursuant to the Custodial Agreement 120 days after the Closing Date, certifying to the documents it has received from the Seller’s custodian with respect to the Mortgage Loans.

The Securities Administrator U.S. Bank National Association (“**U.S. Bank**”) will act as securities administrator (the “**Securities Administrator**”) under the Pooling and Servicing Agreement.

The Underwriters Citigroup Global Markets Inc. (“**Citigroup**”), J.P. Morgan Securities LLC (“**J.P. Morgan**”), BMO Capital Markets Corp. (“**BMO Capital Markets**”), BofA Securities, Inc. (“**BofA Securities**”), Nomura Securities International, Inc. (“**Nomura**”), R. Seelaus & Co., LLC and Wells Fargo Securities, LLC (“**Wells Fargo Securities**”) will be the Underwriters of the Offered Certificates.

Certificates:

Senior Certificates The Class A-IO, Class HAU, Class HA, Class HA-IO, Class HBU, Class HB, Class HB-IO, Class HTU, Class HT, Class HT-IO, Class HV, Class HZ, Class MA, Class MAU, Class MA-IO, Class MB, Class MBU, Class MB-IO, Class MT, Class MT-IO, Class MTU, Class MV, Class MZ, Class M55D, Class M55E, Class M55G, Class M55H and Class M55I Certificates (collectively, the “**Senior Certificates**”).

Accretion Directed Certificates The Class HV and Class MV Certificates (collectively, the “**Accretion Directed Certificates**”). In addition to receiving principal distributions from the Principal Remittance Amount, such Accretion Directed Certificates will be entitled to receive as principal the Class HZ Accrual Amount (in the case of the Class HV Certificates) or the Class MZ Accrual Amount (in the case of the Class MV Certificates), until the related Class Principal Amount for the related Class of Certificates has been reduced to zero. See “*Description of the Certificates — Distributions of Interest*”.

Accrual Certificates The Class HZ and Class MZ Certificates (collectively, the “**Accrual Certificates**”). The Accrual Certificates will not receive interest payments initially; rather, interest accrued on such Accrual Certificates

during each Accrual Period will constitute an accrual amount, which will be added to their Class Principal Amounts and distributed instead as principal to the related Accretion Directed Certificates on the related Distribution Date, until the Class Principal Amounts of the related Accretion Directed Certificates receiving such accrual amounts have been reduced to zero. See “*Description of the Certificates — Distributions of Interest*”.

Subordinate Certificates	The Class M and Class B Certificates; and for so long as the Class Principal Amount of the Class BX Certificates is greater than zero, the Class BX Certificates; and for so long as the Class Principal Amount of the Class BXS Certificates is greater than zero, the Class BXS Certificates; and for so long as the Class Principal Amount of the Class BBIO Certificates is greater than zero, the Class BBIO Certificates (collectively, the “ Subordinate Certificates ”).
Interest Only Certificates	The Class A-IO, Class B-IO, Class HA-IO, Class HB-IO, Class HT-IO, Class MT-IO, Class MA-IO, Class MB-IO, Class M55I and Class XS-IO Certificates; and for so long as the Class Principal Amount of the Class BX Certificates is zero and the Class Notional Amount of the Class BX Certificates is greater than zero, the Class BX Certificates; and for so long as the Class Principal Amount of the Class BBIO Certificates is zero and the Class Notional Amount of the Class BBIO Certificates is greater than zero, the Class BBIO Certificates; and for so long as the Class Principal Amount of the Class BXS Certificates is zero and the Class Notional Amount of the Class BXS Certificates is greater than zero, the Class BXS Certificates (collectively, the “ Interest Only Certificates ”).
Mortgage Insurance Certificate	The Class MI Certificate (the “ Class MI Certificate ”).
Principal Only Certificates	The Class B Certificates (the “ Principal Only Certificates ”).
Residual Certificates	The Class R Certificates (the “ Residual Certificates ”).
Guaranteed Certificates	The Class HAU, Class HA, Class HA-IO, Class HBU, Class HB, Class HB-IO, Class HTU, Class HT, Class HT-IO, Class HV, Class HZ, Class MA, Class MAU, Class MA-IO, Class MB, Class MBU, Class MB-IO, Class MT, Class MT-IO, Class MTU, Class MV, Class MZ, Class M55D, Class M55E, Class M55G, Class M55H and Class M55I Certificates (collectively, the “ Guaranteed Certificates ”).
Exchangeable Certificates	The Guaranteed Exchangeable Certificates and the Non-Guaranteed Exchangeable Certificates, as applicable (collectively, the “ Exchangeable Certificates ”).
Guaranteed Exchangeable Certificates	The Class HA, Class HV, Class HZ, Class HA-IO, Class HB-IO, Class MA, Class MV, Class MZ, Class MA-IO, Class MB-IO and Class M55D Certificates (collectively, the “ Guaranteed Exchangeable Certificates ”).
Non-Guaranteed Exchangeable Certificates	The Class A-IO, Class B, Class B-IO and Class XS-IO Certificates (collectively, the “ Non-Guaranteed Exchangeable Certificates ”).

MACR Certificates	The GMACR Certificates and the NGMACR Certificates, as applicable (collectively, the “ MACR Certificates ”).
GMACR Certificates	The Class HTU, Class HB, Class HT, Class HT-IO, Class HAU, Class HBU, Class MB, Class MAU, Class MBU, Class MT, Class MT-IO, Class MTU, Class M55E, Class M55G, Class M55H and Class M55I Certificates (collectively, the “ GMACR Certificates ”).
NGMACR Certificates	The Class BBIO, Class BX and Class BXS Certificates (collectively, the “ NGMACR Certificates ”).
Offered Certificates	The Guaranteed Exchangeable and GMACR Certificates (collectively, the “ Offered Certificates ”).
Non-Offered or Non-Guaranteed Certificates	The Non-Guaranteed Exchangeable Certificates, NGMACR, Subordinate, Mortgage Insurance and Residual Certificates (collectively, the “ Non-Offered Certificates ” or the “ Non-Guaranteed Certificates ”).

The Trust will issue, but Freddie Mac will not guarantee, the Non-Guaranteed Certificates, which are not offered pursuant to this Offering Circular. Below is information related to the Non-Guaranteed Certificates (other than the NGMACR Certificates, which can be found on Schedule I to this Offering Circular):

Class	Initial Class Principal Amount or Initial Class Notional Amount ⁽¹⁾	Class Coupon	Expected Rating DBRS/Fitch
Class A-IO(*)	\$ 1,368,213,000 (2)	(3)	NR/NR
Class M	\$ 84,137,000	(4)	B (low)(sf)/B-sf
Class B(*)	\$ 120,309,155	0.000%	NR/NR
Class B-IO(*)	\$ 204,446,155 (2)	(5)	NR/NR
Class XS-IO(*)	\$ 1,572,659,155 (2)	(6)	NR/NR
Class MI	\$ 240,843,993 (7)	N/A	NR/NR
Class R	\$ 0	N/A	NR/NR

(*) Exchangeable Certificates may be exchanged for the related MACR Certificates in the combinations set forth on Schedule I.

(1) Approximate. May vary by up to 10%.

(2) Reflects initial Class Notional Amount. See *Summary of Terms — Certificates — Interest Only Certificates* and *Summary of Terms — Class Notional Amount*.

(3) The Class Coupon of the Class A-IO Certificates with respect to each Distribution Date will be a per annum rate equal to the excess, if any, of (i) the Senior Adjusted Net WAC for such Distribution Date over (ii) the weighted average of the Class Coupons of the Class HA, Class HV, Class HZ, Class HA-IO, Class HB-IO, Class MA, Class MV, Class MZ, Class MA-IO, Class MB-IO and Class M55D Certificates for such Distribution Date (weighted based on the outstanding Class Principal Amounts or Class Notional Amounts, as applicable, of such Classes of Certificates immediately following the preceding Distribution Date). The Class Coupon of the Class A-IO Certificates with respect to the first Distribution Date will be approximately 0.22294% per annum.

(4) The Class Coupon of the Class M Certificates with respect to each Distribution Date will be a per annum rate equal to the lesser of (i) 4.25000% and (ii) the Class M Net WAC for such Distribution Date. To the extent the Class Coupon of the Class M Certificates is limited by the Class M Net WAC, such Class of Certificates will be entitled to its related Cap Carryover while its Class Principal Amount is greater than zero. The Class Coupon of the Class M Certificates with respect to the first Distribution Date will be 4.25000% per annum.

(5) The Class Coupon of the Class B-IO Certificates with respect to each Distribution Date will be a per annum rate equal to the excess, if any, of (i) the Subordinate Adjusted Net WAC for such Distribution Date over (ii) the weighted average of the Class Coupons of the Class M and Class B Certificates (with respect to the Class M Certificates, calculated without regard to the Class M Net WAC) for such Distribution Date (weighted based on the outstanding Class Principal Amounts of such Classes of Certificates immediately following the preceding Distribution Date). The Class Coupon of the Class B-IO Certificates with respect to the first Distribution Date will be approximately 1.99763% per annum.

(6) The Class XS-IO Certificates are entitled only to the Excess Servicing Fee Amount received on the Mortgage Loans. The Class Coupon of the Class XS-IO Certificates with respect to the first Distribution Date will be 0.07000% per annum. See “*Description of the Certificates — Glossary of Terms*”.

(7) Class Notional Amount. The Class MI Certificate will not be entitled to distributions of principal or interest and will not have a Class Principal Amount. The Class MI Certificate is entitled only to Mortgage Insurance Proceeds received on the Mortgage Loans. The Class MI Certificate will have a Class Notional

Amount equal to the aggregate Mortgagor Total Unpaid Principal Balance of the Mortgage Loans with a Mortgage Insurance Policy as of the opening of business on the first day of the related Collection Period.

Certificate Principal Amount	The “ Certificate Principal Amount ” for any Certificate, other than the Interest Only Certificates, MACR Certificates, Mortgage Insurance Certificate and Residual Certificates, on any Distribution Date, is the maximum specified dollar amount of principal to which the holders of such Certificate are then entitled, with such amount, not less than zero, equal to (A) the initial principal amount set forth on the face of such Certificate, minus without duplication, (B) the excess of (i) the amount of all principal distributions made with respect to that Certificate, (ii) any Realized Losses allocated to that Certificate and (iii) any Certificate Writedown Amounts allocated to that Certificate over (iv) the amount of any Subsequent Recoveries allocated to that Certificate, each of (i) through (iv) as made or allocated on or prior to such Distribution Date and plus (C) in the case of the Class HZ Certificates, any Class HZ Accrual Amounts that are distributed as principal to the Class HV Certificates on or prior to such Distribution Date, and in the case of the Class MZ Certificates, any Class MZ Accrual Amounts that are distributed as principal to the Class MV Certificates on or prior to such Distribution Date (in each case without regard to any exchange of Exchangeable Certificates for MACR Certificates).
Class Principal Amount	The “ Class Principal Amount ” for each Class of Certificates, other than the Interest Only Certificates, MACR Certificates, Mortgage Insurance Certificate and Residual Certificates, is an amount equal to the aggregate of the Certificate Principal Amounts of all Certificates of that Class as of any date of determination. The Class Principal Amount as of any Distribution Date of each outstanding Class of MACR Certificates that is entitled to principal will be equal to the aggregate outstanding Class Principal Amount as of such Distribution Date of the portions of the related Classes of Exchangeable Certificates that were exchanged and relate to such Class of MACR Certificates.
Class Notional Amount	The Class A-IO, Class MA-IO, Class MB-IO, Class MT-IO, Class HA-IO, Class HB-IO, Class HT-IO, Class M55I, Class B-IO, Class MI and Class XS-IO Certificates are interest-only certificates and will not be entitled to distributions of principal. The Class BX, Class BBIO and Class BXS are MACR Certificates that include Exchangeable Certificates that are interest-only certificates and Exchangeable Certificates that are principal bearing classes. The “ Class Notional Amount ” for any Distribution Date means: for the Class A-IO Certificates, an amount equal to the aggregate Class Principal Amount of the outstanding Class MA, Class MV, Class MZ, Class HA, Class HV, Class HZ and Class M55D Certificates immediately following the preceding Distribution Date; for the Class MA-IO Certificates, an amount equal to the product of (x) the Class Principal Amount of the outstanding Class MA Certificates immediately following the preceding Distribution Date, if any, and (y) a fraction, the numerator of which is 1.50% and the denominator of which is 4.00%; for the Class MB-IO Certificates, an amount equal to the product of (x) the aggregate Class Principal Amount of the outstanding Class MV and Class MZ Certificates immediately following the preceding Distribution Date, if any, and (y) a fraction, the numerator of which is 1.50% and the denominator of which is 4.00%; for the Class MT-IO Certificates, an amount equal to sum of (a) the product of (x) the Class Principal Amount

of the outstanding Class MA Certificates immediately following the preceding Distribution Date, if any, and (y) a fraction, the numerator of which is 1.50% and the denominator of which is 4.00%, and (b) the product of (x) the aggregate Class Principal Amount of the outstanding Class MV and Class MZ Certificates immediately following the preceding Distribution Date, if any, and (y) a fraction, the numerator of which is 1.50% and the denominator of which is 4.00%; for the Class HA-IO Certificates, an amount equal to the product of (x) the Class Principal Amount of the outstanding Class HA Certificates immediately following the preceding Distribution Date, if any, and (y) a fraction, the numerator of which is 1.00% and the denominator of which is 4.00%; for the Class HB-IO Certificates, an amount equal to the product of (x) the aggregate Class Principal Amount of the outstanding Class HV and Class HZ Certificates immediately following the preceding Distribution Date, if any, and (y) a fraction, the numerator of which is 1.00% and the denominator of which is 4.00%; for the Class HT-IO Certificates, an amount equal to sum of a) the product of (x) the Class Principal Amount of the outstanding Class HA Certificates immediately following the preceding Distribution Date, if any, and (y) a fraction, the numerator of which is 1.00% and the denominator of which is 4.00%, and b) the product of (x) the aggregate Class Principal Amount of the outstanding Class HV and Class HZ Certificates immediately following the preceding Distribution Date, if any, and (y) a fraction, the numerator of which is 1.00% and the denominator of which is 4.00%; for the Class M55I Certificates (assuming Combination 13 has been exchanged in full and no other exchange combinations have been executed), an amount equal to the product of (a) the Class Principal Amount of the outstanding Class M55H Certificates immediately following the preceding Distribution Date, if any, and (b) a fraction, the numerator of which is 1.50% and the denominator of which is 6.00%; for the Class B-IO Certificates, an amount equal to the aggregate Class Principal Amount of the Class M and Class B Certificates immediately following the preceding Distribution Date; for the Class XS-IO Certificates, an amount equal to the aggregate Unpaid Principal Balance of the Mortgage Loans as of the opening of business on the first day of the related Collection Period; for the Class MI Certificate and any Distribution Date, an amount equal to the aggregate Mortgagor Total Unpaid Principal Balance of the Mortgage Loans with a Mortgage Insurance Policy as of the opening of business on the first day of the related Collection Period; for the Class BX Certificates, an amount equal to the aggregate outstanding Class Notional Amount of the Class A-IO and Class B-IO Certificates immediately following the preceding Distribution Date; for the Class BBIO Certificates, an amount equal to the outstanding Class Notional Amount of the Class B-IO Certificates immediately following the preceding Distribution Date; and for the Class BXS Certificates, an amount equal to the aggregate outstanding Class Notional Amount of the Class A-IO, Class B-IO and Class XS-IO Certificates immediately following the preceding Distribution Date. Notwithstanding the foregoing, the Class Notional Amount for a Class of Certificates will be adjusted to reflect any related exchanges of Exchangeable Certificates for MACR Certificates and vice versa (subject to the numerous exchange combinations and exchange proportions described in Schedule I of this Offering Circular, as applicable).

Distribution Date Distributions on the Certificates will be made by the Securities Administrator on the twenty-fifth (25th) day of each month (or, if such

day is not a Business Day, then on the next succeeding Business Day) beginning in July 2020 (each, a “**Distribution Date**”).

With respect to the first Distribution Date, all references to the preceding Distribution Date will refer to the Cut-Off Date.

Closing Date On or about July 14, 2020 (the “**Closing Date**”).

Record Date..... For any Distribution Date, the close of business on the last Business Day of the month immediately preceding the month in which such Distribution Date occurs (except for the first Distribution Date, for which it will be the Closing Date) (the “**Record Date**”).

Interest Due at Settlement..... On the Closing Date, investors will pay 43 days of interest, calculated on the related Class Principal Amount or Class Notional Amount as of the Closing Date at the applicable Class Coupon for any Certificates purchased (the “**Interest Due at Settlement**”).

Stated Final Distribution Date..... The Distribution Date in November 2059 (the “**Stated Final Distribution Date**”), which is the Distribution Date in the month following the latest maturity date on any of the Mortgage Loans, as of the Cut-Off Date. The actual final Distribution Date for the Non-Guaranteed Certificates may be substantially different than, and may be later than, the Stated Final Distribution Date. The actual final Distribution Date for the Guaranteed Certificates will be on or prior to the Stated Final Distribution Date.

If the remaining Class Principal Amount of any Class of Guaranteed Certificates is greater than zero after the application of interest and principal in accordance with “*Description of the Certificates — Distributions of Interest*” and “*Description of the Certificates — Principal — Allocation of Principal Remittance Amount*” and allocation of Realized Losses, Certificate Writedown Amounts and Subsequent Recoveries on the Stated Final Distribution Date, the Guarantor will be required to remit to the Securities Administrator, for the benefit of the Trust, an amount equal to the remaining Class Principal Amount of such Class of Guaranteed Certificates, and such amount (a “**Guarantor Maturity Payment**”) will be distributed to such Class of Guaranteed Certificates as principal.

Optional Termination..... The Certificateholders of the Class B Certificates, calculated assuming no exchanges for MACR Certificates have occurred, entitled to at least a majority of the Voting Rights of such Class (not including any Class B Certificates owned by the Guarantor) and the Servicer, each at its option and in the order described below, may elect to exercise the Optional Termination and purchase at the Termination Price all of the Mortgage Loans and other assets in the Trust, thereby causing an early termination of the Trust, on any Distribution Date on which the aggregate Unpaid Principal Balance of the Mortgage Loans is less than 10% of the aggregate Cut-Off Date Balance, subject to the satisfaction of the conditions set forth in the Pooling and Servicing Agreement.

As described in the immediately preceding paragraph, the Certificateholders of the Class B Certificates will have the first right to exercise the Optional Termination. If such Certificateholders do not exercise such option, the Servicer will have the second and final right to exercise such option. Prior to allowing the Servicer to exercise its

termination right, the Trustee will be required to notify the Securities Administrator, who will be required to forward such notice to the Certificateholders that are entitled to exercise the Optional Termination that they will have a final right to exercise their option prior to the Servicer.

Termination Price	The sum of: (i) the aggregate Mortgagor Total Unpaid Principal Balance of the Mortgage Loans (other than with respect to any REO properties), plus accrued and unpaid interest thereon, (ii) the market value of any REO properties in the Trust, (iii) any remaining unreimbursed Pre-Existing Servicing Advances and Servicing Advances, unpaid Independent Reviewer fees and any other amounts payable to the Securities Administrator, the Custodian, the Servicer, the Seller, the Guarantor, the Trustee or the Trust Agent and (iv) any unreimbursed Guarantor Principal Payments, Guarantor Interest Payments, Guarantor Maturity Payments and related interest thereon.
Legal Status	The United States does not guarantee the Certificates or any interest or return of principal on the Certificates. The Certificates are not debts or obligations of the United States or any agency or instrumentality of the United States other than the guarantee obligations of Freddie Mac with respect to the Guaranteed Certificates.
Form of Certificates	The Offered Certificates will be book-entry Certificates (the “ Book-Entry Certificates ”) and will be held through the book-entry system of DTC, and, as applicable, Euroclear and Clearstream. The Offered Certificates will be available in fully-registered form (the “ Definitive Certificates ”) only in the limited circumstances disclosed under “ <i>Description of the Certificates — Form, Registration and Transfer of the Certificates</i> ”.
Guarantee Expiration Date	The Distribution Date on which the aggregate Class Principal Amount of the Guaranteed Certificates has been reduced to zero and there are no unreimbursed Guarantor Principal Payments, Guarantor Interest Payments or Guarantor Maturity Payments or any related interest thereon outstanding.
Collection Period	For any Distribution Date, the calendar month immediately preceding the month in which such Distribution Date occurs (the “ Collection Period ”).
Prepayment in Full Period	For any Distribution Date, other than the first Distribution Date, the period from and including the eleventh (11th) day of the month immediately preceding the month in which such Distribution Date occurs to and including the tenth (10th) day of the month in which such Distribution Date occurs (the “ Prepayment in Full Period ”); provided, however, for the Distribution Date in July 2020, the Prepayment in Full Period will be from, but excluding, May 31, 2020 (the “ Cut-Off Date ”) to, and including, July 10, 2020.
Delinquency Determination Date	For any Distribution Date, the close of business on the last Business Day of the month immediately preceding the month in which such Distribution Date occurs (the “ Delinquency Determination Date ”).

The Collection Period, the Prepayment in Full Period and the Delinquency Determination Date are collectively referred to herein as, the “**Reporting Periods**”.

Certificates Acquired or

Retained by Freddie Mac..... Freddie Mac may (i) on the Closing Date, retain one or more Classes of Certificates or (ii) from time to time, purchase or otherwise acquire some or all of any Class(es) of Certificates at any price or prices, in the open market or otherwise.

Servicing Advances..... The Servicer is not required to advance delinquent principal and interest on the Mortgage Loans. The Servicer is required to make or cause to be made certain advances (“**Servicing Advances**”) to third parties pursuant to the terms of the Pooling and Servicing Agreement.

Pre-Existing Servicing Advances..... The aggregate amount of unreimbursed recoverable servicing advances related to the Mortgage Loans as of the Cut-Off Date.

As of the Cut-Off Date, the aggregate amount of pre-existing servicing advances (“**Pre-Existing Servicing Advances**”) (i) for all the Mortgage Loans, is approximately \$3,516,238; (ii) for the Group H Mortgage Loans, is approximately \$151,437; (iii) for the Group M Mortgage Loans, is approximately \$2,643,285; and (iv) for the Group M55 Mortgage Loans, is approximately \$721,516.

Recouped Pre-Existing Servicing Advances will be subtracted from the Interest Remittance Amount and distributed to the Seller.

Nonrecoverable Advances..... Any Servicing Advance previously made or proposed to be made in respect of a Mortgage Loan or REO property that, in the good faith business judgment of the Servicer (as certified in an officer’s certificate of the Servicer), will not, or would not, be ultimately recoverable from related late payments or Liquidation Proceeds on such Mortgage Loan or REO property.

Initial Principal Forbearance

Amount..... With respect to any Mortgage Loan, the deferred principal balance, if any, of such Mortgage Loan as of the Cut-Off Date. The aggregate Initial Principal Forbearance Amount of all the Mortgage Loans is approximately \$168,019,740.

Certain Relationships and Affiliations

Freddie Mac is the Sponsor, Seller, Guarantor and Trustee in this transaction. Wells Fargo Securities, one of the Underwriters, and Wells Fargo Bank, N.A., the Custodian, are affiliates.

Interest

The Offered Certificates bear interest at the applicable per annum interest rates (each, a “**Class Coupon**”) shown on the front cover and Schedule I.

The “**Accrual Period**” for any Distribution Date is the calendar month immediately preceding the month in which such Distribution Date occurs.

The amount of interest that will accrue on a given Class of Certificates (other than the Class B Certificates, the Mortgage Insurance Certificate and the Residual Certificates) during each Accrual Period is equal to:

- the Class Coupon for such Class of Certificates for such period, multiplied by
- the Class Principal Amount (or Class Notional Amount in the case of the Interest Only Certificates) of such Class of Certificates immediately prior to such Distribution Date, multiplied by
- a fraction, the numerator of which is 30 and the denominator of which is 360.

Interest on the Certificates will be distributable monthly on each Distribution Date from the Interest Remittance Amounts, Principal Remittance Amounts or Guarantor Interest Payments, as applicable, commencing in July 2020.

See “*Description of the Certificates — Interest*”.

Interest Remittance Amount

On each Distribution Date, each Class of the Offered Certificates will be entitled to the Interest Distribution Amount for that Class on that Distribution Date, which will be paid from the Interest Remittance Amounts or the Principal Remittance Amounts. If the interest distributed from the Interest Remittance Amounts to the Offered Certificates on any Distribution Date is less than the Interest Distribution Amount for such Distribution Date, the Guarantor will be required to remit a Guarantor Interest Payment in an amount equal to the aggregate Interest Deficiency Amount to cover such shortfall.

Distributions of Interest

On each Distribution Date, the Interest Remittance Amount for each Mortgage Group will be distributed as set forth under “*Description of the Certificates — Distributions of Interest*”.

Principal

On each Distribution Date, the Trust will distribute principal to the applicable Classes of Certificates from the applicable Principal Remittance Amount. In addition, as further described under “*Description of the Certificates — Distributions of Interest*”, the Accretion Directed Certificates will be entitled to receive as monthly principal distributions of the interest that would otherwise be distributable in respect of the related Class of Accrual Certificates from the Interest Remittance Amount.

Principal Remittance Amount

On each Distribution Date, each Class of Offered Certificates will be entitled to the related Senior Principal Distribution Amount for that Class on that Distribution Date, which will be allocated from the applicable Principal Remittance Amount.

Distributions of Principal

On each Distribution Date, the Principal Remittance Amount for each Mortgage Group will be distributed as set forth under “*Description of the Certificates — Principal — Allocation of Principal Remittance Amount*”.

Reductions in Class Principal Amount and Class Notional Amount of the Classes of Certificates

On each Distribution Date until the Class Principal Amount of a Class of Certificates is reduced to zero, the Class Principal Amount of such Class of Certificates will be reduced, without duplication, by the amount of all principal distributions made with respect to that Class of Certificates (including in the case of the Class HV Certificates, any Class HZ Accrual Amounts that are distributed as principal to the Class HV Certificates on or prior to such Distribution Date, and in the case of the Class MV Certificates, any Class MZ Accrual Amounts that are distributed as principal to the Class MV Certificates on or prior to such Distribution Date) and any Realized Losses and any Certificate Writedown Amounts allocated to that Class of Certificates. As a result of any such reduction, the Class Notional

Amount of a Class of Interest Only Certificates will be decreased by any amounts allocated in reduction of the related Class or Classes used to calculate the respective Class Notional Amount (or in the case of the Class XS-IO Certificates, any amounts applied to reduce the Unpaid Principal Balance of the Mortgage Loans). See “*Description of the Certificates — Principal — Allocation of Principal Remittance Amount*”, “*— Reductions in Class Principal Amounts Due to Allocation of Realized Losses*” and “*— Reductions in Class Principal Amounts Due to Allocation of Certificate Writedown Amounts*”.

To the extent the Guaranteed Certificates (that have a Class Principal Amount) are allocated Realized Losses or Certificate Writedown Amounts, the Guarantor is required to make a payment (each, a “**Guarantor Principal Payment**”) to the Trust in the amount of the related Principal Deficiency Amount.

Increases in Class Principal Amount of the Classes of Certificates

In the event any Subsequent Recoveries are allocated to any Class of Certificates, the related Class Principal Amount will be increased by the amount of such allocated Subsequent Recoveries. Subsequent Recoveries will be allocated as described under “*Description of the Certificates — Principal — Increases in Class Principal Amounts Due to Allocation of Subsequent Recoveries*”.

In addition, as further described under “*Description of the Certificates — Distributions of Interest*”, the amount of interest that would otherwise be distributable to a Class of Accrual Certificates will be added to increase the Class Principal Amount of the applicable Class of Accrual Certificates while the related Class of Accretion Directed Certificates is outstanding.

For the avoidance of doubt, any recovery of a Principal Forbearance Loss during the month in which a Mortgage Loan becomes a Liquidated Mortgage Loan will be included in Liquidation Proceeds only.

Principal Distribution on the Stated Final Distribution Date

On the Stated Final Distribution Date, the Trust will be required to pay 100% of the outstanding Class Principal Amount as of such date for each Class of Offered Certificates (that have a Class Principal Amount), through allocation of the Principal Remittance Amount, a Guarantor Principal Payment or a Guarantor Maturity Payment.

Fees and Expenses

Before the Servicer remits amounts owed to the Trust with respect to the Mortgage Loans, the Servicer will be entitled to retain from interest collections on the related Mortgage Loans a monthly fee for each Distribution Date, calculated as provided in the Pooling and Servicing Agreement, equal to one-twelfth of the product of (i) 0.1300% and (ii) the aggregate Mortgagor Total Unpaid Principal Balance of each Mortgage Loan or attributable to each REO property as of the opening of business on the first day of the related Collection Period (provided, however, that for each Mortgage Loan that had a voluntary Principal Prepayment in full during the portion of the Prepayment in Full Period occurring from the first day through the tenth day of the month in which such Distribution Date occurs, no Servicing Fee will be due or payable on such Mortgage Loan after such Distribution Date) (the “**Servicing Fee**”). For each Distribution Date, the “**Servicing Fee Rate**” will be a per annum rate obtained by (i) dividing the Servicing Fee by the aggregate Unpaid Principal Balance of the Mortgage Loans as of the opening of business on the first day of the related Collection Period (provided, however, that for each Mortgage Loan that had a voluntary Principal Prepayment in full during the portion of the Prepayment in Full Period occurring from the first day through the tenth day of the month in which such Distribution Date occurs, the Unpaid Principal Balance of such Mortgage Loan will be deemed to be zero for purposes of calculating the Servicing Fee Rate for the Distribution Date immediately following such Distribution Date) and (ii) multiplying by 12; provided, however, such rate will not exceed 0.2000% for any Distribution Date. For each Distribution Date, the “**Excess Servicing Fee Amount**” will be an amount equal to one-twelfth of the product of (i) the Excess Servicing Fee Rate and (ii) the aggregate Unpaid Principal Balance of the Mortgage Loans as of the opening of business on the first day of the related Collection Period (provided, however, that for each Mortgage Loan that had a voluntary Principal Prepayment in full during the portion of the related Prepayment in Full Period occurring from the first day through the tenth day of the month, the Unpaid Principal Balance of such Mortgage Loan will be deemed to be zero for purposes of calculating the Excess Servicing Fee Amount for the Distribution Date immediately following such Distribution Date). For each Distribution Date, the “**Excess Servicing Fee Rate**” will be a per annum rate equal to the excess, if any, of 0.2000% over the Servicing Fee

Rate (for the avoidance of doubt, in no event will the Excess Servicing Fee Rate be less than zero for any Distribution Date).

On each Distribution Date, the Securities Administrator will be paid an amount (the “**Securities Administrator Fee**”) equal to the greater of (i) 0.0085% divided by 12 and multiplied by the aggregate Unpaid Principal Balance of the Mortgage Loans as of the opening of business on the first day of the related Collection Period and (ii) \$3,500. For each Distribution Date, the “**Securities Administrator Fee Rate**” will be a per annum rate calculated as the Securities Administrator Fee multiplied by 12 and divided by the aggregate Unpaid Principal Balance of the Mortgage Loans as of the opening of business on the first day of the related Collection Period.

On each Distribution Date on or prior to the Guarantee Expiration Date, the Guarantor will be paid an amount (the “**Guarantor Oversight Fee**”) equal to one-twelfth of the product of (i) the Guarantor Oversight Fee Rate and (ii) the aggregate Unpaid Principal Balance of the Mortgage Loans as of the opening of business on the first day of the related Collection Period. The “**Guarantor Oversight Fee Rate**” will be a per annum rate equal to 0.0500%.

On each Distribution Date during the Trust Agent Engagement Period, the Trust Agent will be paid an amount (the “**Trust Agent Fee**”) equal to one-twelfth of the product of (i) 0.0015% (the “**Trust Agent Fee Rate**”) and (ii) the aggregate Unpaid Principal Balance of the Mortgage Loans as of the opening of business on the first day of the related Collection Period.

On each Distribution Date, the Custodian will be paid an amount (the “**Custodian Fee**”) equal to one-twelfth of the product of (i) 0.0065% and (ii) the aggregate Interest Bearing Unpaid Principal Balance of the Mortgage Loans as of the opening of business on the first day of the related Collection Period. The “**Custodian Fee Rate**” will be a per annum rate, obtained by (i) dividing the related Custodian Fee by the aggregate Unpaid Principal Balance of the Mortgage Loans as of the opening of business on the first day of the related Collection Period and (ii) multiplying by 12.

On each Distribution Date, the Independent Reviewer will be paid any amounts owed to it if and when billed.

The Mortgage Loans

Between February 29, 2020 and March 31, 2020 mortgage loans with an unpaid principal balance of approximately \$123.3 million, representing approximately 5.63% of the potential loan population for this transaction as of February 29, 2020 were dropped from the potential loan population as a result of being reported as delinquent. Between March 31, 2020 and April 30, 2020, mortgage loans with an unpaid principal balance of approximately \$298.0 million, representing approximately 14.85% of the potential loan population for this transaction as of March 31, 2020 were dropped from the potential loan population as a result of being reported as delinquent. Between April 30, 2020 and May 31, 2020 mortgage loans with an unpaid principal balance of approximately \$95.0 million, representing approximately 5.64% of the potential loan population for this transaction as of April 30, 2020 were dropped from the potential loan population as a result of being reported as delinquent.

On the Closing Date, the assets of the Trust will consist of seasoned, re-performing Mortgage Loans that as of the Cut-Off Date have been current for at least the prior 6 months under the MBA Method (“**6+ Months Clean Pay History**”) with an aggregate Unpaid Principal Balance as of the close of business on the Cut-Off Date of approximately \$1,572,659,156. The “**MBA Method**” classifies a mortgage loan as 30 days delinquent if the borrower fails to make a scheduled payment prior to the close of business on the day prior to the mortgage loan’s next succeeding due date. The Mortgage Loans will be divided into three Mortgage Groups. As of the Cut-Off Date, approximately 0.51% of the Mortgage Loans were originated utilizing notes and mortgages in an electronic or digital format (“**e-notes**”) and (“**e-mortgages**”), respectively). As of the Cut-Off Date, approximately 6.84% of the Mortgage Loans are on active Temporary Forbearance Plans (but are current). Certain of the related mortgagors have requested assistance due to COVID-19 as described in “*Risk Factor — Economic Conditions Related to the COVID-19 Pandemic Could Adversely Affect Your Certificates*,” and we believe it is reasonable to expect that additional mortgagors of the Mortgage Loans may become delinquent after the Cut-Off Date and seek assistance due, in part, to the COVID-19 pandemic.

The Group H Mortgage Loans are subject to step-rate modifications with an aggregate Unpaid Principal Balance as of the Cut-Off Date of approximately \$89,882,708. Each of the Group H Mortgage Loans is subject to a step-rate modification and has not yet reached its final step-rate as of April 30, 2020 or, as of the Cut-Off Date the borrower,

while still current, has not made any payments accrued at such final step-rate. As of the Cut-Off Date, approximately 8.76% of the Group H Mortgage Loans are on active Temporary Forbearance Plans (but are current). Certain of the related mortgagors have requested assistance due to COVID-19 as described in “*Risk Factor — Economic Conditions Related to the COVID-19 Pandemic Could Adversely Affect Your Certificates*,” and we believe it is reasonable to expect that additional mortgagors of the Mortgage Loans may become delinquent after the Cut-Off Date and seek assistance due, in part, to the COVID-19 pandemic.

The Group M Mortgage Loans (i) are non-modified or (ii) were subject to either fixed-rate modifications or step-rate modifications that have reached their final step-rates, and as of the Cut-Off Date, the borrowers have made at least one payment after such Mortgage Loans reached their respective final step-rates and have an aggregate Unpaid Principal Balance as of the Cut-Off Date of approximately \$1,318,294,773. The Group M Mortgage Loans include (i) Mortgage Loans that have a principal forbearance amount and any Mortgage Interest Rate and (ii) Mortgage Loans with no principal forbearance amount and a Mortgage Interest Rate less than or equal to 5.500%. As of the Cut-Off Date, approximately 6.98% of the Group M Mortgage Loans are on active Temporary Forbearance Plans (but are current). Certain of the related mortgagors have requested assistance due to COVID-19 as described in “*Risk Factor — Economic Conditions Related to the COVID-19 Pandemic Could Adversely Affect Your Certificates*,” and we believe it is reasonable to expect that additional mortgagors of the Mortgage Loans may become delinquent after the Cut-Off Date and seek assistance due, in part, to the COVID-19 pandemic.

The Group M55 Mortgage Loans (i) are non-modified or (ii) were subject to either fixed-rate modifications or step-rate modifications that have reached their final step-rates, and as of the Cut-Off Date, the borrowers have made at least one payment after such Mortgage Loans reached their respective final step-rates and have an aggregate Unpaid Principal Balance as of the Cut-Off Date of approximately \$164,481,675. Each of the Group M55 Mortgage Loans has a Mortgage Interest Rate greater than 5.500% and none of these Mortgage Loans have a principal forbearance amount. As of the Cut-Off Date, approximately 4.67% of the Group M55 Mortgage Loans are on active Temporary Forbearance Plans (but are current). Certain of the related mortgagors have requested assistance due to COVID-19 as described in “*Risk Factor — Economic Conditions Related to the COVID-19 Pandemic Could Adversely Affect Your Certificates*,” and we believe it is reasonable to expect that additional mortgagors of the Mortgage Loans may become delinquent after the Cut-Off Date and seek assistance due, in part, to the COVID-19 pandemic.

A due diligence review was performed on certain of the Mortgage Loans as described under “*Description of the Mortgage Loans — Due Diligence Review*”.

Mortgage Group	Number of Mortgage Loans	Aggregate Unpaid Principal Balance as of the Cut-Off Date	Approximate Maximum Years to Maturity from Modification
H.....	450	\$ 89,882,708	40
M.....	7,489	\$ 1,318,294,773	40
M55.....	1,763	\$ 164,481,675	40
Total:.....	9,702	\$ 1,572,659,156	40

Each of the Mortgage Loans in each Mortgage Group:

- (a) is a fully amortizing, fixed- or step-rate, one- to four-unit, first lien Mortgage Loan, which may have been modified, including some with maturity terms up to approximately forty (40) years;
- (b) was originated between June 1985 and August 2017;
- (c) has a current mortgage rate between 2.000% and 10.900%; and
- (d) as of the Cut-Off Date, is current and has not been reported to be thirty (30) days or more delinquent in the last 6 months based on the MBA Method.

We expect the Mortgage Loans to have the approximate characteristics set forth below as of the Cut-Off Date. Whenever reference is made in this Offering Circular to the characteristics of the Mortgage Loans or to a percentage or weighted average of the Mortgage Loans, unless otherwise noted, that reference is based on the aggregate Cut-Off Date Balance.

The figures below are approximate and may not correspond exactly to the related figures in Appendix A due to rounding differences.

**Aggregate
Selected Mortgage Loan Data as of the Cut-Off Date**

	Range or Total	Average or Weighted Average
Number of Mortgage Loans	9,702	—
Aggregate Unpaid Principal Balance	\$ 1,572,659,155.50	\$ 162,096.39
Aggregate Initial Principal Forbearance Amount.....	\$ 168,019,739.96	\$ 17,318.05
Original Mortgage Rate ⁽¹⁾	2.750% to 11.700%	6.168% ⁽²⁾
Current Mortgage Rate	2.000% to 10.900%	4.492% ⁽²⁾
Effective Mortgage Rate ⁽³⁾	0.019% to 10.900%	4.012%
Loan Age from Origination (months) ⁽¹⁾	33 to 419	157
Remaining Term to Maturity (months)	4 to 473	387
Original Loan-to-Value Ratio ⁽¹⁾	7% to 275%	81%
AVM Current Loan-to-Value Ratio	1% to 237%	66%
Non-zero Original Credit Score ⁽¹⁾	300 to 820	675
Non-zero Current Credit Score.....	431 to 823	656

- (1) Information with regard to original mortgage rates, origination date, original loan-to-value ratios and original credit scores for the Mortgage Loans was provided to Freddie Mac by the original seller.
- (2) Weighted by Interest Bearing Unpaid Principal Balance.
- (3) The effective mortgage rate is the product of (a) the current Mortgage Interest Rate and (b) a fraction, the numerator of which is the Interest Bearing Unpaid Principal Balance, and the denominator of which is the Unpaid Principal Balance.

	Percentage of Unpaid Principal Balance
Mortgage Loans with 6+ Months Clean Pay History	100.00%
Mortgage Loans with 12+ Months Clean Pay History	84.71%
Mortgage Loans with 24+ Months Clean Pay History	33.81%
Mortgage Loans with 36+ Months Clean Pay History	17.37%
Mortgage Loans with an Initial Principal Forbearance Amount.....	44.86%
Aggregate Initial Principal Forbearance Amount.....	10.68%
Mortgage Loans in Bankruptcy Status	0.00%
Mortgage Loans with Interest Only Feature at Origination ⁽¹⁾	17.35%
Mortgage Loans with Mortgage Insurance.....	15.31%
Mortgage Loans on active Temporary Forbearance Plans (but are current).....	6.84%
Mortgage Loans that are Pay-ahead Loans.....	7.88%

- (1) For each Mortgage Loan, the interest only feature was revoked when such Mortgage Loan was modified.

Top Five Geographic Concentration of Mortgaged Properties — Aggregate

Top Five Geographic Concentration	Percentage of Cutoff Date UPB
Florida	18.90%
California	13.57%
Georgia.....	6.84%
Illinois	5.80%
New Jersey	5.60%

Maximum Three-Digit Zip Code Concentration

Maximum Three-Digit Zip Code Concentration	Percentage of Cohort
331	3.06%

Group H
Selected Mortgage Loan Data as of the Cut-Off Date

	<u>Range or Total</u>	<u>Average or Weighted Average</u>
Number of Mortgage Loans	450	—
Aggregate Unpaid Principal Balance	\$ 89,882,707.64	\$ 199,739.35
Aggregate Initial Principal Forbearance Amount.....	\$ 11,571,169.95	\$ 25,713.71
Original Mortgage Rate ⁽¹⁾	3.750% to 10.250%	6.304% ⁽²⁾
Current Mortgage Rate.....	2.000% to 4.375%	3.030% ⁽²⁾
Effective Mortgage Rate ⁽³⁾	0.655% to 4.375%	2.640%
Loan Age from Origination (months) ⁽¹⁾	137 to 373	165
Remaining Term to Maturity (months)	24 to 454	367
Original Loan-to-Value Ratio ⁽¹⁾	37% to 100%	76%
AVM Current Loan-to-Value Ratio	4% to 167%	69%
Non-zero Original Credit Score ⁽¹⁾	491 to 815	687
Non-zero Current Credit Score.....	431 to 813	663

- (1) Information with regard to original mortgage rates, origination date, original loan-to-value ratios and original credit scores for the Mortgage Loans was provided to Freddie Mac by the original seller.
- (2) Weighted by Interest Bearing Unpaid Principal Balance.
- (3) The effective mortgage rate is the product of (a) the current Mortgage Interest Rate and (b) a fraction, the numerator of which is the Interest Bearing Unpaid Principal Balance, and the denominator of which is the Unpaid Principal Balance.

	<u>Percentage of Unpaid Principal Balance</u>
Mortgage Loans with 6+ Months Clean Pay History	100.00%
Mortgage Loans with 12+ Months Clean Pay History	88.36%
Mortgage Loans with 24+ Months Clean Pay History	37.63%
Mortgage Loans with 36+ Months Clean Pay History	26.71%
Mortgage Loans with an Initial Principal Forbearance Amount.....	59.18%
Aggregate Initial Principal Forbearance Amount.....	12.87%
Mortgage Loans in Bankruptcy Status	0.00%
Mortgage Loans with Interest Only Feature at Origination ⁽¹⁾	19.88%
Mortgage Loans with Mortgage Insurance.....	10.89%
Mortgage Loans on active Temporary Forbearance Plans (but are current).....	8.76%
Mortgage Loans that are Pay-ahead Loans.....	8.29%

- (1) For each Mortgage Loan, the interest only feature was revoked when such Mortgage Loan was modified.

Top Five Geographic Concentration of Mortgaged Properties — Group H

<u>Top Five Geographic Concentration</u>	<u>Percentage of Cutoff Date UPB</u>
Florida	19.85%
California	15.13%
New York.....	10.77%
Georgia.....	7.39%
New Jersey	6.22%

Maximum Three-Digit Zip Code Concentration

<u>Maximum Three-Digit Zip Code Concentration</u>	<u>Percentage of Cohort</u>
331	5.70%

Group M
Selected Mortgage Loan Data as of the Cut-Off Date

	<u>Range or Total</u>	<u>Average or Weighted Average</u>
Number of Mortgage Loans	7,489	—
Aggregate Unpaid Principal Balance	\$ 1,318,294,772.90	\$ 176,030.81
Aggregate Initial Principal Forbearance Amount.....	\$ 156,448,570.01	\$ 20,890.45
Original Mortgage Rate ⁽¹⁾	2.750% to 11.700%	6.107% ⁽²⁾
Current Mortgage Rate.....	2.000% to 9.000%	4.311% ⁽²⁾
Effective Mortgage Rate ⁽³⁾	0.019% to 8.831%	3.799%
Loan Age from Origination (months) ⁽¹⁾	33 to 394	153
Remaining Term to Maturity (months)	9 to 473	392
Original Loan-to-Value Ratio ⁽¹⁾	7% to 275%	82%
AVM Current Loan-to-Value Ratio	1% to 237%	69%
Non-zero Original Credit Score ⁽¹⁾	300 to 820	676
Non-zero Current Credit Score.....	437 to 823	658

- (1) Information with regard to original mortgage rates, origination date, original loan-to-value ratios and original credit scores for the Mortgage Loans was provided to Freddie Mac by the original seller.
- (2) Weighted by Interest Bearing Unpaid Principal Balance.
- (3) The effective mortgage rate is the product of (a) the current Mortgage Interest Rate and (b) a fraction, the numerator of which is the Interest Bearing Unpaid Principal Balance, and the denominator of which is the Unpaid Principal Balance.

	<u>Percentage of Unpaid Principal Balance</u>
Mortgage Loans with 6+ Months Clean Pay History	100.00%
Mortgage Loans with 12+ Months Clean Pay History	85.86%
Mortgage Loans with 24+ Months Clean Pay History	34.99%
Mortgage Loans with 36+ Months Clean Pay History	17.87%
Mortgage Loans with an Initial Principal Forbearance Amount.....	49.48%
Aggregate Initial Principal Forbearance Amount.....	11.87%
Mortgage Loans in Bankruptcy Status	0.00%
Mortgage Loans with Interest Only Feature at Origination ⁽¹⁾	19.10%
Mortgage Loans with Mortgage Insurance.....	16.58%
Mortgage Loans on active Temporary Forbearance Plans (but are current).....	6.98%
Mortgage Loans that are Pay-ahead Loans.....	7.83%

- (1) For each Mortgage Loan, the interest only feature was revoked when such Mortgage Loan was modified.

Top Five Geographic Concentration of Mortgaged Properties — Group M

<u>Top Five Geographic Concentration</u>	<u>Percentage of Cutoff Date UPB</u>
Florida	19.92%
California	14.12%
Georgia.....	6.96%
Illinois	6.14%
New Jersey	5.84%

Maximum Three-Digit Zip Code Concentration

<u>Maximum Three-Digit Zip Code Concentration</u>	<u>Percentage of Cohort</u>
330.....	3.09%

Group M55
Selected Mortgage Loan Data as of the Cut-Off Date

	<u>Range or Total</u>	<u>Average or Weighted Average</u>
Number of Mortgage Loans	1,763	—
Aggregate Unpaid Principal Balance	\$ 164,481,674.96	\$ 93,296.47
Aggregate Initial Principal Forbearance Amount	\$ 0.00	\$ 0.00
Original Mortgage Rate ⁽¹⁾	5.000% to 11.500%	6.533% ⁽²⁾
Current Mortgage Rate	5.625% to 10.900%	6.473% ⁽²⁾
Effective Mortgage Rate ⁽³⁾	5.625% to 10.900%	6.473%
Loan Age from Origination (months) ⁽¹⁾	76 to 419	180
Remaining Term to Maturity (months)	4 to 473	356
Original Loan-to-Value Ratio ⁽¹⁾	16% to 145%	76%
AVM Current Loan-to-Value Ratio	2% to 173%	47%
Non-zero Original Credit Score ⁽¹⁾	300 to 816	664
Non-zero Current Credit Score	442 to 812	643

- (1) Information with regard to original mortgage rates, origination date, original loan-to-value ratios and original credit scores for the Mortgage Loans was provided to Freddie Mac by the original seller.
- (2) Weighted by Interest Bearing Unpaid Principal Balance.
- (3) The effective mortgage rate is the product of (a) the current Mortgage Interest Rate and (b) a fraction, the numerator of which is the Interest Bearing Unpaid Principal Balance, and the denominator of which is the Unpaid Principal Balance.

	<u>Percentage of Unpaid Principal Balance</u>
Mortgage Loans with 6+ Months Clean Pay History	100.00%
Mortgage Loans with 12+ Months Clean Pay History	73.50%
Mortgage Loans with 24+ Months Clean Pay History	22.30%
Mortgage Loans with 36+ Months Clean Pay History	8.27%
Mortgage Loans with an Initial Principal Forbearance Amount	0.00%
Aggregate Initial Principal Forbearance Amount	0.00%
Mortgage Loans in Bankruptcy Status	0.00%
Mortgage Loans with Interest Only Feature at Origination ⁽¹⁾	1.91%
Mortgage Loans with Mortgage Insurance	7.61%
Mortgage Loans on active Temporary Forbearance Plans (but are current)	4.67%
Mortgage Loans that are Pay-ahead Loans	8.06%

- (1) For each Mortgage Loan, the interest only feature was revoked when such Mortgage Loan was modified.

Top Five Geographic Concentration of Mortgaged Properties — Group M55

<u>Top Five Geographic Concentration</u>	<u>Percentage of Cutoff Date UPB</u>
Florida	10.21%
Texas	8.40%
California	8.29%
New York	6.48%
Georgia	5.59%

Maximum Three-Digit Zip Code Concentration

<u>Maximum Three-Digit Zip Code Concentration</u>	<u>Percentage of Cohort</u>
112	2.19%

The characteristics of the Mortgage Loans in the Trust will change from time to time to reflect subsequent payments, subsequent modifications, prepayments and Realized Losses with respect to the Mortgage Loans. In addition, the characteristics of the Mortgage Loans may change because after the issuance of the Certificates,

Mortgage Loans will be removed from the Trust because (i) a Mortgage Loan is liquidated; (ii) a Mortgage Loan is paid in full; (iii) a Mortgage Loan is repurchased after a determination that a Material Breach has occurred with respect to such Mortgage Loan; or (iv) a Mortgage Loan is secured by a mortgaged property which is seized pursuant to any special eminent domain proceeding brought by any federal, state or local government instrumentality with the intent to provide relief to financially-distressed mortgagors with negative equity in the underlying mortgaged property. Mortgage Loans will not be removed from the Trust solely due to a modification completed in accordance with the Servicing Requirements.

See “*Description of the Certificates*” for a description of how removals of Mortgage Loans impact the Certificates.

As these changes occur, they may materially alter the characteristics of the Mortgage Loans shown above and the weighted average lives and yields to maturity of the Certificates.

Additional information with respect to the Mortgage Loans appears under “**Description of the Mortgage Loans**” and in Appendix A.

Mortgage Loan Representations and Warranties

The Seller will make certain limited representations and warranties concerning the Mortgage Loans to the Trust, as described in Appendix C. Other than the REMIC-related representation and warranty, the representations and warranties are made to the best of the Seller’s knowledge. If it is discovered that the substance of any such representation or warranty is inaccurate and such inaccuracy is determined to constitute a Material Breach as described herein, then notwithstanding the Seller’s lack of knowledge with respect to the substance of such representation or warranty being inaccurate at the time such representation or warranty was made, such inaccuracy will be deemed to be a Material Breach. The Seller’s representations and warranties expire at the end of the Warranty Period, except for the REMIC-related representation and warranty, which will not expire. As described herein, the Trust Agent is required to appoint an Independent Reviewer to review certain Mortgage Loans to determine whether a Material Breach exists. The Trust (and therefore the Certificates) will bear the cost of this breach review (the “**Breach Review**”). If, during a review initiated during the Warranty Period, the Independent Reviewer determines that a Material Breach exists with respect to such Mortgage Loan, it will be required to provide to the Seller the estimated loss amount, if any, as a result of such Material Breach (the “**Loss Estimate Amount**”).

The Seller, in its sole discretion, will have the right to (A) (x) cure the Material Breach, (y) repurchase such Mortgage Loan or (z) agree to the Loss Estimate Amount; or (B) appeal either (x) the determination by the Independent Reviewer that a Material Breach exists with respect to a Mortgage Loan or (y) the Independent Reviewer’s Loss Estimate Amount. The Independent Reviewer will be required to review the information provided by the Seller in support of its appeal to determine (i) if a Material Breach exists, and if so, (ii) a new loss amount, if any, for such Material Breach or reaffirm that the Loss Estimate Amount is accurate.

The “**Final Loss Estimate Amount**” with respect to a Mortgage Loan will be equal to either (i) the Loss Estimate Amount provided by the Independent Reviewer, if the Seller agrees to such amount without forwarding an appeal notice, or (ii) as a result of a review pursuant to an appeal notice either (x) the new loss amount determined by the Independent Reviewer or (y) the Loss Estimate Amount, if the Independent Reviewer affirms such amount. To the extent that the Independent Reviewer concludes, after any such appeal by the Seller, that a Material Breach exists with respect to such Mortgage Loan, the Seller will be required to (x) cure such breach, (y) indemnify the Trust in the amount of any Loss Indemnification Amount or (z) repurchase the related Mortgage Loan; provided, that if the Material Breach is with respect to the REMIC-related representation and warranty, the Seller will be required to repurchase the Mortgage Loan.

Mortgage Loan Servicing

SPS is the Servicer under the Pooling and Servicing Agreement and controls the servicing of the Mortgage Loans and any REO Properties in the Trust. As of the Closing Date, all of the Mortgage Loans will be serviced by the Servicer in accordance with the Servicing Requirements. The Servicer is not required to advance delinquent principal and interest on the Mortgage Loans. The Servicer is required to make or cause to be made certain Servicing Advances to third parties pursuant to the terms of the Pooling and Servicing Agreement.

Principal prepayments by mortgagors received by the Servicer during a Prepayment in Full Period will be paid to the Certificateholders on the related Distribution Date. When a mortgagor prepays a Mortgage Loan in full, the mortgagor is required to pay interest on the amount prepaid only to the date of prepayment and not thereafter. Thus, a Compensating Interest Shortage may occur as a result of less than one (1) month's interest having been collected on Mortgage Loans that have prepaid in full between the eleventh day through the last day of a month. Additionally, a Compensating Interest Surplus may occur for any Distribution Date as a result of a mortgagor prepaying a Mortgage Loan in full during the portion of the related Prepayment in Full Period occurring from the first day through the tenth day of the month in which such Distribution Date occurs. For any Distribution Date, the Servicer will be entitled to retain any excess of the aggregate Compensating Interest Surplus over the related aggregate Compensating Interest Shortfall. Pursuant to the Pooling and Servicing Agreement, on any Distribution Date, the Servicer will be required to make payment in an amount equal to the lesser of (1) 50% of the aggregate Servicing Fee payable to the Servicer for such Distribution Date and (2) the excess, if any, of the aggregate amount of any Compensating Interest Shortage over the aggregate amount of any Compensating Interest Surplus (such payments, "**Compensating Interest**"). The Servicer will not be reimbursed for any Compensating Interest.

Prepayment and Yield Considerations

The yield to maturity on the Offered Certificates will be sensitive to the rate and timing of principal payments (which will be affected by prepayments, modifications and Realized Losses on the applicable Mortgage Loans). As a result, the yield on the Offered Certificates may fluctuate significantly:

- In general, if investors purchased the Offered Certificates at a premium (or purchased any Interest Only Certificates) and principal payments occur at a rate faster than such investors assumed, such investors' actual yield to maturity will be lower than anticipated and such investors may not even recover their investment in the Offered Certificates (this is especially true for the Interest Only Certificates).
- Conversely, if investors purchased the Offered Certificates at a discount (excluding any Interest Only Certificates), and principal payments occur at a rate slower than such investors assumed, such investors' actual yield to maturity will be lower than anticipated (this is especially true for the Principal Only Certificates).

The Guarantor is required to remit to the Securities Administrator, for the benefit of the Trust, the Guarantor Interest Payments, the Guarantor Principal Payments and the Guarantor Maturity Payments for distribution to the Offered Certificates.

Because the Mortgage Loans may be prepaid at any time, it is not possible to predict the rate at which investors will receive distributions of principal.

See "*Prepayment and Yield Considerations*".

United States Federal Tax Consequences

An election will be made to treat each REMIC Pool as a REMIC under the Code. The Exchangeable Certificates (along with the Class M Certificates) will represent ownership of the "regular interests" in a REMIC Pool and, in the case of the Class M and Class B-IO Certificates, certain other rights or obligations. The Class R Certificates will represent ownership of the "residual interest" in each REMIC Pool. In general, regular interests in a REMIC are taxed as debt instruments for U.S. federal income tax purposes under the Code.

With respect to the REMIC Pool regular interests corresponding to the Certificates (other than the Residual Certificates), depending upon, among other things, the purchase price paid (or deemed paid) for such Certificates, such interests may be treated as issued with original issue discount ("**OID**") or premium for U.S. federal income tax purposes. Holders of Certificates should consult their tax advisors regarding the U.S. federal income tax consequences of purchasing, owning and disposing of Certificates.

The Class MI Certificate represents ownership of Mortgage Insurance Proceeds, if any, and does not represent ownership of an interest in a REMIC.

Each Class of MACR Certificates represents interests in the related Exchangeable Certificates for U.S. federal income tax purposes. The arrangements pursuant to which the MACR Certificates are created and administered will be classified as grantor trusts for U.S. federal income tax purposes.

See “*Certain Federal Income Tax Consequences*” for additional information.

Legal Investment

To the extent that the investment activities of investors are subject to investment laws and regulations, regulatory capital requirements or review by regulatory authorities, such investors may be subject to restrictions on investment in the Offered Certificates. Prospective investors should consult their legal, tax and accounting advisers for assistance in determining the suitability of and consequences to them of the purchase, ownership and sale of the Offered Certificates. See “*Legal Investment*” for additional information.

ERISA Considerations

Fiduciaries or other persons acting on behalf of or using the assets of (i) any employee benefit plan or arrangement, including an individual retirement account (an “**IRA**”), subject to Title I of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), Section 4975 of the Code, or any foreign, United States federal, state or local law which is to a material extent similar to Section 406 of ERISA or Section 4975 of the Code (“**Similar Law**”) or (ii) an entity which is deemed to hold the assets of such plan (each, a “**Plan**”), should carefully review with their legal advisors whether the purchase or holding of an Offered Certificate could give rise to a transaction prohibited or not otherwise permissible under Title I of ERISA, the Code or Similar Law.

Subject to the considerations and conditions described under “*Certain ERISA Considerations*”, it is expected that the Offered Certificates may be acquired by Plans or persons acting on behalf of, using the assets of or deemed to hold the assets of a Plan. See “*Certain ERISA Considerations*”.

Ratings

It is a condition to the issuance of the Certificates that the Class M Certificates (the “**Rated Certificates**”) receive from DBRS, Inc. (“**DBRS**”) and Fitch Ratings Inc. (“**Fitch**”) (each, a “**Rating Agency**” and together, the “**Rating Agencies**”) the ratings identified for such Certificates on page 7 of this Offering Circular. The Guaranteed Certificates, Class B Certificates, Interest Only Certificates, NGMACR Certificates, Mortgage Insurance Certificate and Residual Certificates will not be rated by the Rating Agencies. See “*Ratings*”. The ratings assigned to the Rated Certificates will be subject to ongoing monitoring, upgrades, downgrades, withdrawals and surveillance by the Rating Agencies after the date of issuance of such Certificates.

With regard to Fitch, the rating addresses the expected loss to investors by the legal final maturity. With regard to DBRS, the rating addresses the likelihood of (i) the ultimate payment of principal and (ii) the ultimate payment of interest, in each case on the Class of Rated Certificates. The ratings of the Rated Certificates should be evaluated independently from similar ratings on other types of securities. The ratings are not a recommendation to buy, sell or hold the Rated Certificates and may be subject to revision or withdrawal at any time by the Rating Agencies.

In addition, the ratings do not address: (i) the likelihood, timing, or frequency of prepayments (both voluntary and involuntary) on the Mortgage Loans and their impact on interest payments or the degree to which such prepayments might differ from those originally anticipated, (ii) the possibility that a Certificateholder might suffer a lower than anticipated yield, (iii) the tax treatment of the Rated Certificates or the effect of taxes on the payments received, (iv) the likelihood or willingness of the parties to the respective agreements to meet their contractual obligations or the likelihood or willingness of any party or court to enforce, or hold enforceable, the agreements in whole or in part, (v) an assessment of the yield to maturity that investors may experience, or (vi) other non-credit risks, including, without limitation, market risks or liquidity.

In light of the outbreak of the COVID-19 pandemic, it is possible that a Rating Agency could revise its models and ratings methodology (including its ratings or outlooks with respect to the various transaction parties) and, following the Closing Date, downgrade its ratings on the Class M Certificates which were not subject to such models or methodology as part of the initial ratings process.

The ratings take into consideration certain credit risks with respect to the Mortgage Loans. However, as noted above, the ratings do not represent an assessment of the likelihood, timing or frequency of principal prepayments (both voluntary and involuntary) on the Mortgage Loans, or the degree to which such prepayments might differ from those originally anticipated. In general, the ratings address credit risk and not prepayment risk. In addition, the ratings do not represent an assessment of the yield to maturity that investors may experience in the event of Realized Losses or rapid prepayments on the Mortgage Loans (including both voluntary and involuntary prepayments) or the impact of modifications on the Mortgage Loans, other than as described herein.

Other NRSROs that we have not engaged to rate the Rated Certificates may issue unsolicited credit ratings or provide commentary on one or more Classes of the Certificates, relying on information they receive pursuant to Rule 17g-5 or otherwise. If any such unsolicited ratings are issued, we cannot assure you that they will not be different from the ratings assigned by the Rating Agencies, and if lower than a Rating Agency's ratings, whether such unsolicited ratings will have an adverse impact on the liquidity, market value and regulatory characteristics of such Certificates. Further, a determination by the SEC that one or both of the Rating Agencies no longer qualify as NRSROs or are no longer qualified to rate the Rated Certificates, could adversely affect the liquidity, market value and regulatory characteristics of the Rated Certificates. See *"Risk Factors — Investment Factors and Risks Related to the Certificates"*.

Investment Company Act

The Trust has not been registered and will not be registered with the Securities and Exchange Commission (the "SEC") as an investment company pursuant to the Investment Company Act, in reliance on the exception provided in Section 3(c)(5)(C) of the Investment Company Act, although other exceptions may be applicable. The Trust has been structured with the intent that it not constitute a "covered fund" for purposes of the Volcker Rule under the Dodd-Frank Wall Street Reform and Consumer Protection Act. See *"Risk Factors — Governance and Regulation — Risks Associated with the Investment Company Act"*.

RISK FACTORS

General

Prospective investors should carefully consider the risk factors discussed below in conjunction with and in addition to the other information contained in this Offering Circular before making an investment in the Offered Certificates. Although Freddie Mac guarantees timely payment of interest and payment of principal as described herein, including payment in full by the related Stated Final Distribution Date, the Offered Certificates may suffer losses despite the Guarantee since Guarantor Principal Payments will have the same effect as prepayments on the related Class or Classes of Offered Certificates (as applicable) and accordingly may impact the yield on any Class of Offered Certificates. Further, while any Realized Losses and Certificate Writedown Amounts allocated to the Offered Certificates will be covered by the Guarantee, if a Guarantor Nonpayment Event exists the Offered Certificates could also suffer losses due to the risks described below. In particular, prospective investors in the Offered Certificates should be aware that:

- The risks and uncertainties described below are not the only ones relating to the Offered Certificates. Additional risks and uncertainties not presently known or that are currently deemed immaterial also may impair an investment in the Offered Certificates. If any of the following risks actually occur, an investment in the Offered Certificates could be materially and adversely affected.
- The risks and uncertainties of the MACR Certificates reflect the risks and uncertainties of the related Exchangeable Certificates that may be exchanged and relate to such MACR Certificates. Accordingly, investors in the MACR Certificates should consider the risks described herein of the related Exchangeable Certificates as if they were investing directly in such Exchangeable Certificates.
- This Offering Circular contains forward-looking statements that involve risks and uncertainties. Actual results could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including the risks described below and elsewhere in this Offering Circular.
- The yield on the Offered Certificates could be lower than expected if such Offered Certificates are purchased at a premium over their principal amount and principal payments on the Mortgage Loans occur faster than expected. This is especially true for the Interest Only Certificates. If investors purchase the Interest Only Certificates or any other Certificates at a significant premium and prepayments are faster than expected, investors may not even recover their investment.
- The yield on the Offered Certificates could be lower than expected if such Offered Certificates are purchased at a discount to their principal amount and principal payments on the Mortgage Loans occur slower than expected. This is especially true for the Principal Only Certificates.
- Each prospective investor is responsible for determining whether the Offered Certificates constitute a legal investment for such prospective investor.
- If a prospective investor's investment activities are subject to legal investment laws and regulations, regulatory capital requirements, or review by regulatory authorities, then such prospective investor may be subject to restrictions on investment in the Offered Certificates.
- Prospective investors should not purchase any Offered Certificates unless they understand, and are able to bear, the prepayment, credit, liquidity, market and other risks associated with the Offered Certificates.

Risks Relating to the Mortgage Loans

Economic Conditions Related to the COVID-19 Pandemic Could Adversely Affect Your Certificates

Recently, financial markets have been significantly and adversely affected and are experiencing substantial volatility in reaction to concerns regarding the outbreak of COVID-19, commonly referred to as "coronavirus," in the

global population. The World Health Organization has declared the outbreak to be a pandemic, and President Trump has declared the outbreak a national emergency in the United States. State emergency or public health emergency declarations have been issued for each state and territory, as well as the District of Columbia. Most states and some local jurisdictions have also enacted stay at home orders and other measures requiring closure of numerous businesses, curtailing consumer activity, and other economically restrictive efforts to combat COVID-19. There can be no assurance that the containment measures or other measures implemented from time to time will be successful in limiting the spread of the virus and what effect those measures will have on the economy generally or on any particular Mortgage Loan. In certain U.S. cities and states, the COVID-19 outbreak has resulted in a near total cessation of all non-essential economic activities, with some businesses temporarily suspending operations and laying-off employees, and many businesses including financial services companies permitting or requiring employees to work remotely. These pandemic mitigation efforts have created sharp rises in unemployment and severe economic contraction. The pandemic has also led to severe market disruptions in global economies, markets and supply chains, and those disruptions may intensify and continue for some time, with significant near- and long-term effects on the real estate and securitization markets, including the mortgage-backed securities market, as well as global financial markets and the economy generally. Any difficult economic environment, economic downturn or recession as a result of the COVID-19 pandemic, including recent significant spikes and expected future spikes in the rate of unemployment as a result of the COVID-19 pandemic and other factors (which may or may not affect real property values) may adversely affect the mortgagors' timely payment of scheduled payments of principal and interest on the Mortgage Loans. The rate and number of mortgage payment delinquencies could increase significantly as a result. Additionally, the time periods to resolve defaulted Mortgage Loans may be long, and those periods may be further extended because of mortgagor bankruptcies, related litigation and any federal and state legislative, regulatory and/or administrative actions or investigations.

The Federal Reserve has recently taken emergency action to further cut its benchmark rate down to a range of between 0% and 0.25%, to inject additional funds into the short-term lending markets and to implement quantitative easing and other measures to support financial institutions, other businesses and the credit markets. In addition, in March and April 2020, the Federal Reserve in conjunction with the United States Treasury announced an extensive series of measures to provide liquidity and support to the economy, including but not limited to: open market purchases of certain securities; establishment of the Primary Dealer Credit Facility; establishment of the Primary Market Corporate Credit Facility for new bond and loan issuance, the Secondary Market Corporate Credit Facility to provide liquidity for outstanding corporate bonds, and the Term Asset-Backed Securities Loan Facility to support the flow of credit to consumers and businesses via asset-backed securities; facilitating credit to municipalities by expanding the Money Market Mutual Fund Liquidity Facility and the Commercial Paper Funding Facility; supporting the Paycheck Protection Program ("PPP") by supplying liquidity to participating financial institutions through term financing backed by PPP loans; and encouraging credit flows to small and mid-sized businesses with the purchase of up to \$600 billion in loans through the Main Street Lending Program. Central banks in Europe, the United Kingdom and other countries are implementing similar and other measures to support financial markets. Although it cannot be predicted, additional action by the Federal Reserve as well as other federal and state agencies is possible in the near future.

Furthermore, as a result of the measures discussed above, many organizations (including banks, trustees, servicers, courts and federal and state agencies) have either closed or implemented policies requiring their employees to work at home. Such remote working policies are dependent upon a number of factors to be successful, including communications, internet connectivity and the proper functioning of information technology systems, all of which can vary from organization to organization. As a result, such closures and remote working policies may lead to delays in otherwise routine functions that are not foreseeable at this time, including routine support functions on securitization transactions. In addition, to the extent that federal, state and local administrative offices and courts are closed, any foreclosures, recordings of assignments and similar activities may not be processed until such offices and courts reopen, and may be further delayed as such offices and courts address any backlogs of such actions that accumulated during the period they were closed. Furthermore, to the extent the related jurisdiction has implemented a moratorium on foreclosures (as discussed below), any processing of foreclosure actions would not commence until such moratorium has ended. As a result, there can be no assurance that such otherwise routine functions, including foreclosures, will be performed or processed on a regular or predictable timeframe. The disruption in day-to-day business activities may also have an impact on the ability of parties to this transaction to perform their responsibilities. If any transaction party is unable to adequately perform its obligations due to a remote working environment, this may adversely impact the performance of the Mortgage Loans and the Certificates.

With large parts of the United States on lockdown, millions of people working in retail, restaurants, travel, hotels and leisure industries have lost their jobs and the losses are continuing to spread into other industries. Beginning in the end of March 2020, an unprecedented increase in first-time filings for unemployment claims occurred, and it is anticipated that the unemployment rate will continue to rise in the near future. Although government programs have been, and are continuing to be, enacted, it is not possible to predict at this time the effectiveness of any such programs. A mortgagor experiencing unemployment, or reduced employment, may be unable to (x) make their monthly payments of principal and interest on their mortgage loans, (y) refinance their mortgage loans, and (z) sell their mortgaged properties for an amount sufficient to pay off the principal balance of their mortgage loans. Mortgagors may also prioritize payment obligations other than their mortgage loans if they experience, or anticipate experiencing, a loss in wages or employment. Unemployment rates may continue to rise in the near future which may result in an increase in delinquencies and defaults with respect to the Mortgage Loans and adversely impact the performance of the Certificates.

If the U.S. economy is weak, a high level of payment defaults on the Mortgage Loans could occur. Payment defaults on the Mortgage Loans could result in accelerated prepayments of the Guaranteed Certificates and increased losses on the Subordinate Certificates. Also, the rate of modifications of the Mortgage Loans could significantly increase and remain elevated. In response to the COVID-19 pandemic, Congress passed the Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”), which was signed into law on March 27, 2020, and which was one of the multiple stimulus economic packages passed as of the date of this Offering Circular. Among the relief provided in the CARES Act, any mortgagor experiencing direct or indirect financial hardship relating to the COVID-19 pandemic is able to request up to 12 months of temporary forbearance, regardless of delinquency status. During this period of temporary forbearance, no fees or interest will be applied to the mortgagor. As of the Cut-Off Date, approximately 6.84% of the Mortgage Loans are on active Temporary Forbearance Plans (but are current). Certain of the related mortgagors have requested the assistance described above due to COVID-19, and we believe it is reasonable to expect that additional mortgagors of the Mortgage Loans may become delinquent after the Cut-Off Date and seek assistance due, in part, to the COVID-19 pandemic.

At the expiration of Temporary Forbearance Plans, the Servicer may evaluate the mortgagor for loss mitigation options including a modification in accordance with the Pooling and Servicing Agreement. It is possible that these measures and any future measures adopted by the Servicer related to COVID-19 could result in a significant increase in temporary borrower forbearances and subsequent modifications, which in turn could result in a significant increase in prepayments of the Guaranteed Certificates and increased losses on the Subordinate Certificates. These developments could adversely affect the liquidity, pricing and yield of your Certificates. Payment and recovery of principal on the Guaranteed Certificates could depend on our ability to honor our Guarantee. Given the recent spikes in unemployment rates from the COVID-19 pandemic, it is possible that mortgagors will avail themselves of temporary forbearance relief at higher rates than in previous years. Increasing rates of mortgagors seeking temporary forbearance relief will result in a decrease of timely payment of scheduled payments of principal and interest on the Mortgage Loans during the periods of the Temporary Forbearance Plans and the Servicer has no obligation to advance any delinquent principal or interest payments.

Many scientists, medical experts, politicians and commentators have predicted that a “second wave” of COVID-19 may occur in the United States in the late third quarter or the fourth quarter of 2020 and continuing into 2021, and this second wave may be on a larger scale than the initial wave of COVID-19 that the United States has experienced and is currently experiencing. This second wave may result from the gradual or abrupt easing of lockdowns and other mitigation or containment measures related to the initial wave of COVID-19, especially those measures related to restrictions on large gatherings both indoors and outdoors, such as reopening schools, beaches, pools, bars, restaurants and churches, among others. Certain states have already seen a spike in reported cases as states have started to reopen. In addition, since late May 2020 and continuing to the date of this Offering Circular, cities across the United States have been the sites of mass protests, riots and looting, which may contribute to the spread of COVID-19 in these communities and elsewhere, and these activities may continue for an indefinite period of time. In the event of a second wave of COVID-19, it is unclear whether the same mitigation or containment measures taken by various governments (including at the federal, state and local level) or private enterprises described herein will be continued or reimplemented, or if different measures will be implemented, and what impact such measures will have on the national or global economy. In addition, it is possible that despite a second wave of COVID-19, an increasing number of Americans who have emerged in varying degrees from lockdowns and other mitigation or containment measures

related to the initial wave of COVID-19 will be less willing to return to such conditions, which could exacerbate the course of the pandemic.

In addition, the risk factor disclosure contained in this Offering Circular related to the occurrence and consequences of the financial crisis and other similar economic crises, should be considered by investors also as potential consequences of the COVID-19 outbreak, any of which could significantly and adversely affect payments on the Mortgage Loans and, consequently, the Certificates.

The long-term impacts of the social, economic and financial disruptions caused by the COVID-19 pandemic are unknown. While the U.S. Federal Reserve, the U.S. government and other governments have implemented unprecedented financial support or relief measures in response to concerns surrounding the economic effects of the COVID-19 pandemic, the likelihood of such measures calming the volatility in the financial markets or preventing a long-term national or global economic downturn cannot be predicted. For example, it is unclear if the United States economy is currently in a recession as a result of the COVID-19 pandemic (and, if it is, how deep and how long such recession will be or last). It is also unclear if associated social distancing measures will continue to be successful in slowing the COVID-19 pandemic or whether future economic shutdowns will be required in response to the development of a seasonal spread of COVID-19. Further, it is unclear how many borrowers have been and will continue to be adversely affected by the COVID-19 pandemic and if related efforts by federal, state and local governments to slow the spread of COVID-19 will continue to be successful. Regardless of the success of those efforts, it is expected that many borrowers will be adversely affected to some degree by the COVID-19 pandemic and related social distancing measures. You should expect that some borrowers will not have the ability to make timely payments on their respective Mortgage Loan at some point as a result of the COVID-19 pandemic, which, in turn, could result in delays in distributions on, or potential losses in respect of, the Certificates.

Any of the circumstances concerning COVID-19 described above or elsewhere in this Offering Circular could have an adverse impact on (i) the ability of borrowers to make timely payments on their Mortgage Loans and (ii) the mortgage and financial markets in general, either of which in turn may also have an adverse impact on the performance, liquidity and market value of the Certificates.

The Economic Conditions Experienced in 2007 and Subsequent Years Significantly and Adversely Affected the Mortgage Market and Caused Significant and Unexpected Deterioration in the Value of, and Greater Volatility with Respect to, Mortgage Loans and Mortgage Securities, Including Mortgage Securities Similar to the Certificates

As a result of various factors, including a deterioration in general economic conditions and significant deteriorations in housing prices and employment conditions in many regions, the value of many mortgage loans and mortgage securities dropped significantly in the periods following 2007. This deterioration, which substantially exceeded our expectations and the expectations of other market participants, was accompanied by greater volatility and uncertainty regarding the value of mortgage loans and mortgage securities. Price deteriorations and increases in volatility and uncertainty were particularly acute in the case of mortgage securities with underlying mortgage loans that were originated in the periods immediately prior to 2007. In addition, mortgage securities where the underlying mortgage loans were of lower quality or where the mortgage securities were subordinated to other mortgage securities based on the same mortgage loans, including mortgage securities similar to the Subordinate Certificates, experienced more significant and adverse price deteriorations and volatility.

Prospective investors in the Offered Certificates should understand that certain of the risks described in this Offering Circular materialized in 2007 and the periods that followed and that the actions of various market participants, including certain of the participants in this offering, are alleged to have been materially deficient. Accordingly, there can be no assurance that the policies and procedures adopted by Freddie Mac to mitigate such risks will prove to be sufficient or that the value of mortgage loans and mortgage securities, including the Offered Certificates, will not experience material and adverse deteriorations in value in the future.

Re-Performing Nature of the Mortgage Loans and Lack of Information Regarding Underwriting Procedures Could Adversely Affect the Certificates

Nearly all of the Mortgage Loans have been modified since origination. As nearly all of the Mortgage Loans were previously delinquent, it may be more likely that the related mortgaged properties exhibit or may have exhibited deferred maintenance, or may need more maintenance, when compared to another pool of mortgage loans.

Mortgagors on the Mortgage Loans may have had limited access to traditional mortgage financing for a variety of reasons, including impaired past credit experience, limited credit history, limited documentation of income, insufficient home equity value or high debt-to-income ratios. Accordingly, the Mortgage Loans may be extremely sensitive to economic factors that could affect the ability of borrowers to pay their obligations or the value of the mortgaged property. Additionally, due to the 2007 – 2009 recession, the seasoning of the Mortgage Loans and the generally re-performing nature of the mortgage pool, the mortgagors' current creditworthiness compared to their credit worthiness at origination or at modification may not accurately reflect their current ability to pay their Mortgage Loans.

None of the Issuer, Sponsor, Seller or Guarantor makes any representation or warranty regarding any underlying seller, originators or prior servicers of the Mortgage Loans (including any person or entity that modified a Mortgage Loan) or their underwriting practices and procedures. Consequently, this Offering Circular does not contain any information about any underlying seller, originators or prior servicers of the Mortgage Loans (including any person or entity that modified a Mortgage Loan) or their respective loan origination or modification practices, or the standards or guidelines under which the Mortgage Loans were originated, underwritten, quality-checked, reviewed, modified or serviced by any person or entity (including, but not limited to, the application, contents or existence of such standards or guidelines). Although no representations are made herein as to such standards or guidelines, it is possible that many of the Mortgage Loans may have been originated under loan programs that required less documentation, such as no income verification or no asset verification or both. This may increase the possibility that due to mortgagor error or fraud, the amount of credit extended at origination exceeded the mortgagor's capacity to pay, particularly with respect to any loans originated as adjustable rate Mortgage Loans and interest only Mortgage Loans, for which the payments increase during the terms of such Mortgage Loans. In addition, the Mortgage Loans may have been originated pursuant to exceptions to the related originator's underwriting guidelines. These exceptions may not have been documented in the origination file or the origination file may be unavailable. No assurance can be made regarding the percentage of Mortgage Loans that represent exceptions to such underwriting guidelines.

Moreover, during the origination and/or modification process, appraisals were generally obtained (and may have been obtained as part of a Mortgage Loan modification) on each prospective mortgaged property. The quality of these appraisals may have varied widely in accuracy and consistency. Inaccurate or inflated appraisals at origination and/or modification may result in an increase in the number and severity of losses on the Mortgage Loans, particularly in a housing market in which property values are in decline. Because many of the Mortgage Loans are considerably seasoned, the appraisals may be dated, may be missing, may be missing pages or may be incomplete and may not accurately reflect changes to the related property value since the date of the applicable appraisal.

As a result of the payment history of the Mortgage Loans as described herein, it is likely the Mortgage Loans could experience higher rates of delinquencies, defaults and foreclosures than a pool of mortgage loans with clean pay histories (particularly in light of the impact of COVID-19). To the extent not otherwise covered by credit enhancement or the Guarantee, such increased delinquencies and losses may result in the reduction of amounts available for payment on the Certificates.

Prospective investors in the Certificates should consider the implications of the lack of information regarding underwriting standards or guidelines in connection with the origination or modification of the Mortgage Loans before making a decision to purchase any Certificates.

Delinquencies and Losses on the Mortgage Loans May Adversely Affect Your Yield; No Requirement to Make Principal or Interest Advances

Nearly all of the Mortgage Loans in the mortgage pool have been delinquent, and/or the related mortgagors were in bankruptcy proceedings in the past. As a result, the mortgage pool may bear more risk than a pool of mortgage loans without any historical delinquencies or mortgagor bankruptcies but with otherwise comparable characteristics.

Additionally, mortgage loans that have been delinquent more than once in the past or have been modified may be more likely than other non-delinquent or unmodified mortgage loans to become delinquent in the future.

Delinquencies in the payment of interest and principal on the Mortgage Loans may adversely affect the yield on the Certificates because the Servicer will not be required to make any advances in respect of such delinquencies. Instead, distributions on the Certificates, absent the Guarantee, will be made solely from payments actually received by the Servicer in respect of the Mortgage Loans, which on any Distribution Date, may be less than the amount of funds that would be available for such Distribution Date if the Servicer were required to make principal and interest advances. Thus, the cash flow available for distributions on the Certificates may vary substantially from month to month (particularly as a result of a Temporary Forbearance Plan granted on a Mortgage Loan in connection with COVID-19 or otherwise).

Representations and Warranties with Respect to the Mortgage Loans are Limited; The Obligation of the Seller to Cure, Make an Indemnification Payment or Repurchase for Breaches of Representations and Warranties Will Generally Expire After July 13, 2023

The Seller's obligation to cure, make indemnification payments or repurchase any Mortgage Loans for Material Breaches of representations and warranties as set forth in this Offering Circular will only exist with respect to such breaches that the Trust Agent and Seller are notified of on or prior to July 13, 2023 (other than with respect to the REMIC-related representation and warranty, which will not expire). As a result of the expiration of the Warranty Period, Mortgage Loans with defects may be included in the mortgage pool and may result in Realized Losses that would be greater than would otherwise be the case. In addition, the Trust may be subject to additional liabilities because the Seller will not be obligated to remove defective Mortgage Loans after July 13, 2023. Investors should also note that the limited time period during which the Seller is required to cure, make an indemnification payment or repurchase Mortgage Loans for Material Breaches of representations and warranties as provided in this Offering Circular may affect the liquidity of their investment.

As described herein, the Seller will make representations and warranties regarding the Mortgage Loans as of the Closing Date. However, these representations and warranties will be more limited than the set of representations and warranties that would typically be required in rated securitizations of newly originated mortgage loans. For instance, among other typical representations and warranties often found in a rated securitization of new origination mortgage loans, the representations and warranties for this transaction do not include a representation and warranty relating to an absence of fraud in connection with the origination of the Mortgage Loans.

Investors should consider the impact of the limited set of representations and warranties described in this Offering Circular on the future performance of the Offered Certificates.

In the Event the Seller Is Not Required or Not Able to Repurchase or Make an Indemnification Payment, the Certificates May Suffer Shortfalls

The Seller will make the limited representations and warranties set forth on Appendix C attached hereto as of the Closing Date for the benefit of the Certificateholders. With respect to any Material Breach, the Seller will be obligated to (i) cure such Material Breach, (ii) repurchase the affected Mortgage Loan at the Repurchase Price therefor or (iii) make a payment of a Loss Indemnification Amount. However, the obligations of the Seller to cure, repurchase or make a payment equal to the Loss Indemnification Amount will only exist with respect to breaches of representations and warranties that the Trust Agent and Seller are notified of on or prior to July 13, 2023 (other than with respect to the REMIC-related representation and warranty, which will not expire).

The obligation of the Seller to cure any exception with respect to a Mortgage Loan, repurchase any Mortgage Loan, or make an indemnification payment as described above will constitute the sole remedy with respect to any failure to comply with the obligations and representations and warranties described above.

The Seller may not have the necessary funds to repurchase any Mortgage Loans in the mortgage pool or make an indemnification payment. The inability of the Seller to repurchase Mortgage Loans may result in delays or shortfalls in the payments on the Certificates. See "Description of the Mortgage Loans" in this Offering Circular.

Potential Developments Affecting Select Portfolio Servicing, Inc.

Select Portfolio Servicing, Inc. (“SPS”) is examined for compliance with federal, state and local laws, rules, and guidelines by numerous regulators and agencies. No assurance can be given that these regulators or agencies will not inquire into SPS’s practices, policies or procedures in the future. It is possible that any of these regulators or agencies will require SPS to change or revise its practices, policies or procedures in the future. Any such change or revisions may have a material impact on the future income from SPS’s operations.

The occurrence of one or more of the foregoing events or a determination by any court or regulatory agency that SPS’s policies and procedures do not comply with applicable law could lead to downgrades by one or more rating agencies, a transfer of SPS’s servicing responsibilities, increased delinquencies on the mortgage loans serviced by SPS, delays in distributions or losses on the Certificates, or any combination of these events.

Investors should also note that the economic dislocation caused by COVID-19 is also expected to adversely impact mortgage loan servicers, including the Servicer, and such impact could be severe. See “- *The Performance of the Mortgage Loans Could be Dependent on the Servicer*” for a further discussion of the impact of COVID-19 on servicers in general.

Losses on the Certificates Could Result from Unpaid Deferred Principal Balance Mortgage Loans

As of the Cut-Off Date, the aggregate deferred principal balance of the Mortgage Loans is approximately \$168,019,740, which is approximately 10.68% of the aggregate Unpaid Principal Balance of the Mortgage Loans (consisting of approximately 12.87% of the aggregate Unpaid Principal Balance of the Group H Mortgage Loans, approximately 11.87% of the aggregate Unpaid Principal Balance of the Group M Mortgage Loans and none of the aggregate Unpaid Principal Balance of the Group M55 Mortgage Loans). These deferred principal balances were created in connection with previous modifications that reduced the amortizing principal balances of such Mortgage Loans or extensions that deferred certain delinquent payments on the Mortgage Loans. As a result of the economic and financial disruptions caused by the COVID-19 pandemic, including the recent spikes in unemployment rates, it is possible that mortgagors will seek Temporary Forbearance Plan relief at higher or significantly higher rates than normal temporary forbearance rates. While a reduction in the amortizing principal balance or deferred payment is still payable by the related mortgagor (and is included in the definition of “Unpaid Principal Balance” as used herein), the resulting deferred principal balance does not accrue interest and is not due until the maturity date or payoff of the related Mortgage Loan or sale of the related mortgaged property. There can be no assurance that these deferred principal balances will ever be paid by the related mortgagors and available for distribution to the Certificateholders. The more subordinate classes of Certificates, and especially the Class B Certificates (and any related NGMACR Certificates), will be adversely affected by Realized Losses resulting from the failure to receive these deferred balances.

Mortgage Loans May Experience Delays in Liquidation and Liquidation Proceeds May Be Less Than the Unpaid Principal Balance of the Mortgage Loans

Even assuming the mortgaged properties provide adequate security for the Mortgage Loans, substantial delays could result in connection with the liquidation of defaulted Mortgage Loans (including Mortgage Loans originated as e-mortgages). These delays could increase if the Servicer confronts a rising number of requests for modifications that require it to determine a mortgagor’s eligibility for current modification programs. There could also be liquidation delays due to geographic-specific operational or resource-related factors in processing foreclosures. See “— *Governance and Regulation — Governmental Actions May Affect Servicing of Mortgage Loans and May Limit the Servicer’s Ability to Foreclose*”. This could result in corresponding delays in the receipt of the related proceeds by the Servicer. Further, liquidation expenses such as legal fees, real estate taxes and maintenance and preservation expenses will reduce the portion of liquidation proceeds available for distribution on the Certificates. If the applicable mortgaged property fails to provide adequate security for a Mortgage Loan, under certain loss scenarios, principal and interest received on the Mortgage Loans, together with any liquidation proceeds on the Mortgage Loans, may be insufficient to pay the Certificates all principal and interest to which they are entitled. See “*Certain Legal Aspects of the Mortgage Loans — Foreclosure*” and “— *Anti-Deficiency Legislation and Other Limitations on Lenders*”.

Liquidation Expenses May be Disproportionate

Liquidation expenses with respect to defaulted Mortgage Loans do not vary directly with the size of the Unpaid Principal Balance of the Mortgage Loans at the time of default. Therefore, assuming that the Servicer took the same steps for a defaulted Mortgage Loan having a small remaining Unpaid Principal Balance as it would have taken in the case of a defaulted Mortgage Loan having a large remaining Unpaid Principal Balance, the amount realized after expenses of liquidation would be larger as a percentage of the Unpaid Principal Balance of the small balance Mortgage Loan than would be the case with the defaulted Mortgage Loan having a large remaining Unpaid Principal Balance.

Refinancings May Adversely Affect the Yield on the Certificates

Under the Pooling and Servicing Agreement, the Servicer will be permitted to solicit, and may actively solicit, mortgagors to refinance their Mortgage Loans into a new mortgage loan. Any such refinancing will generally be required to be in an amount sufficient to pay off the Unpaid Principal Balance (including any deferred principal) of the Mortgage Loan in full and any accrued and unpaid interest thereon. Any such refinancings will increase the rate of prepayments with respect to the Mortgage Loans or may result in the better performing Mortgage Loans being refinanced, leaving the Trust with fewer performing Mortgage Loans, which in each case may adversely affect the yields on the Certificates. In addition, a Certificateholder may receive less interest on the Certificates as a result of prepayments on such Mortgage Loans and as a result may experience a lower yield on its investment.

The Certificateholders Have Limited Control over Amendments, Modifications and Waivers to the Pooling and Servicing Agreement

Certain amendments, modifications or waivers to the Pooling and Servicing Agreement may require the consent of holders representing only a certain percentage interest of the Certificates and certain amendments, modifications or waivers to the Pooling and Servicing Agreement may not require the consent of any Certificateholder. As a result, certain amendments, modifications or waivers to the Pooling and Servicing Agreement may be effected without Certificateholder consent. See “*The Pooling and Servicing Agreement — Resignation of the Servicer — Amendment*”.

Mortgage Modifications May Affect Rates of Prepayment and Cause Shortfalls

The Servicer may offer eligible mortgagors a modification that includes principal forgiveness. A modification may also include forbearance of a portion of the unpaid principal balance which creates a non-interest bearing, non-amortizing balloon payment due at the earliest of transfer of the property, as part of any payoff (apart from an eligible short sale), or modified maturity date. Any such forbearance of principal may result in a slower rate of principal payments or a faster rate of principal payments to the Senior Certificates, as such forbearance of principal would result in Realized Losses, which could trigger Guarantor Interest Payments, Guarantor Principal Payments (if the aggregate Class Principal Amount of the Subordinate Certificates has been reduced to zero) and/or Guarantor Maturity Payments and would be allocated first to any outstanding Subordinate Certificates, reducing the related Class Principal Amount(s) of such Subordinate Certificates. A modification that extends the term of a Mortgage Loan may also result in a slower rate of principal payments. A modification may also result in less interest accruing on a Mortgage Loan.

See “*The Pooling and Servicing Agreement*” in this Offering Circular for more information regarding the Pooling and Servicing Agreement’s requirements with respect to modifications and loss mitigation.

Risks Related to MERS

The mortgages or assignments of mortgage for certain of the Mortgage Loans have been recorded in the name of Mortgage Electronic Registration Systems, Inc. (“**MERS**”), solely as nominee for one or more affiliates of the Seller and their successors and assigns, including the Trust. Subsequent assignments of those mortgages are registered electronically through the MERS system.

The making of and recording of mortgages in the name of MERS, and the operating of the related MERS registration system, has been challenged through the judicial system and there has been public disclosure that MERS is facing or has faced government investigations relating to its operations. Most judicial decisions have accepted MERS as mortgagee, have upheld the validity of mortgages and deeds of trust in which MERS is a named party, and have confirmed the authority of MERS or its assignees (including securitization trustees to whom a post-transfer

assignment is made) to foreclose as mortgagee or beneficiary or nominee, and most related challenges to MERS have not been successful. There have been some decisions, however, where the result was not favorable to MERS. For example, the Kansas supreme court ruled that MERS was not a contingently necessary party to a mortgage foreclosure suit, although it was a named party to a mortgage, because MERS did not have an economic interest that was impaired by its failure to receive notice of the foreclosure suit. While the court specifically did not decide whether MERS was entitled to notice and service of the foreclosure action, a lower Kansas court or a court in another jurisdiction could follow the dicta in this case as supportive of some finding adverse to the validity of MERS' interest insofar as MERS has no right to repayment of the mortgage debt. In addition, the United States Bankruptcy Court for the Eastern District of New York issued a memorandum decision addressing whether the alleged holder of a mortgage loan had sufficient status as a secured creditor to seek relief from the automatic bankruptcy stay to pursue a foreclosure action. After resolving the primary issue in controversy on purely procedural grounds and granting the requested relief, the court made certain observations in dicta about whether the trustee in the case before it, which had been assigned the mortgage by MERS, qualified as a secured creditor under New York law with standing to file a motion for relief from stay. The court noted that (i) neither the mortgage loan servicer (acting on behalf of the trustee) nor MERS (as intervenor in the case) had proven in that proceeding that the trustee was the holder or owner of the related mortgage note and (ii) there was no proof in that proceeding that MERS had acted within the scope of its agency relationship when it assigned the mortgage. The bankruptcy court, therefore, concluded that MERS had lacked sufficient legal authority to validly assign the mortgage to the trustee. While the bankruptcy court's analysis of MERS was not essential to the actual holding of the case, it was intended to provide guidance in other cases before the court where a motion for relief from stay was pending and arguments were being made that the creditor, which had taken an assignment of mortgage from MERS, had no standing. The decision was appealed and the appellate court vacated the portions of the bankruptcy court's opinion which discussed the creditor's standing as an "unconstitutional advisory opinion". Another example of a decision that was unfavorable to MERS was that of the state of Washington supreme court which recently ruled that if MERS is not the holder of a mortgage note, then it is not considered to be the beneficiary for purposes of non-judicial foreclosures in Washington state. To the extent non-judicial foreclosures were in process in the state of Washington with MERS as beneficiary rather than as agent for the holder of the mortgage note, such foreclosures would need to be restarted. Similarly, the Supreme Court of Maine held in 2014 that assignments of mortgage conducted by MERS were invalid and would render the assignee unable to foreclose on the mortgage. Many cases involving issues related to MERS and the MERS system are pending, and more may continue to be filed. The law in this area continues to develop, and the course of decisions and their implications, cannot be predicted or accurately evaluated.

There have been some state attorney general actions involving MERS. A suit filed by the Massachusetts Attorney General, against MERS and several lender/servicers, has been dismissed in part and all claims against MERS have been dismissed. Suits filed by the New York Attorney General and the Delaware Attorney General against MERS have been settled. The Kentucky Attorney General sued MERS; the issue in that case concerned the alleged failure to pay certain recording fees, and MERS settled the lawsuit.

Challenges to MERS of these types and others could result in delays and additional costs in commencing, prosecuting and completing foreclosure proceedings and conducting foreclosure sales of mortgaged properties, or in adverse results that may affect the ability to foreclose. In accordance with MERS procedures and accepted servicing practices, however, the Servicer will record assignments of mortgage or deeds of trust out of the name of MERS at an appropriate time prior to a foreclosure action. This additional expense of recordation will be treated as a Servicing Advance and will reduce the amounts available to make payments on the related Certificates. These delays and additional costs could in turn delay the payment of liquidation proceeds to Certificateholders and increase the severity of losses on the related Mortgage Loans.

Missing or Defective Mortgage Loan Documents May Limit Certificateholders' Remedies

On the Closing Date, the Custodian will be required to deliver an initial certification identifying certain defective or missing mortgage loan documents to the Seller, the Servicer and the Trustee. The Custodian will be required to provide a final certification 120 days after the Closing Date. These exceptions may include missing intervening assignments of mortgage, missing intervening mortgage note endorsements and other similar exceptions. Notwithstanding the foregoing, in the event the Custodian previously delivered a trust receipt or certification in connection with its review of a Mortgage Loan under the Custodial Agreement that did not list such document as an exception and the Custodian subsequently fails to produce such document, the Seller will have no obligation to cure,

repurchase or replace such Mortgage Loan and the only remedy to Certificateholders and the Trustee will be to enforce any contractual obligations of the Custodian relating thereto under the Custodial Agreement.

Step-Rate Mortgage Loans May Present Increased Risk

As of the Cut-Off Date, all of the Group H Mortgage Loans are step-rate Mortgage Loans that have mortgage rates that have not reached the related final step rates as of April 30, 2020 or, as of the Cut-Off Date the borrower, while still current, has not made any payments accrued at such final step-rate. Investors should note that borrowers may be unable to make their monthly payments when the mortgage rate on their mortgage loan is subject to an increase. As a result, such step-rate Mortgage Loans may experience increased delinquency, foreclosure, bankruptcy and loss as compared with traditional fixed-rate mortgage loans. Further, borrowers with step-rate Mortgage Loans are more likely than borrowers with fixed-rate Mortgage Loans to prepay their Mortgage Loans, which could result in a Certificateholder receiving less interest on the Certificates as a result of prepayments on such Mortgage Loans and as a result may experience a lower yield on its investment.

High Current Loan-to-Value Ratios May Present Increased Risk

As of the Cut-Off Date, the weighted average AVM current loan-to-value ratio for the Mortgage Loans is approximately 66.47% and approximately 6.93% of the aggregate Unpaid Principal Balance of the Mortgage Loans (approximately 12.72%, 7.38% and 0.08% of the aggregate Unpaid Principal Balance of the Group H Mortgage Loans, the Group M Mortgage Loans and the Group M55 Mortgage Loans, respectively) have AVM current loan-to-value ratios in excess of 100%. The AVM current loan-to-value ratios for the Mortgage Loans were based on valuations of the related mortgaged properties obtained through Freddie Mac's automated valuation model, Home Value Explorer® ("HVE") when available. When an HVE value was not available, an MSA level house price index was used to estimate property values. If an MSA level house price index was not available, a state level house price index was used to estimate property values. The valuations provided herein may not reflect the actual values of the mortgaged properties in the open market.

Mortgage loans with high current loan-to-value ratios leave the mortgagor with little, no or negative equity in the related mortgaged property, which may result in increased delinquencies. Fluctuations in the residential real estate market, the reduction in the availability of mortgage credit and other negative trends may have the effect of reducing the values of the mortgaged properties from the updated values described above. A reduction in the values of the mortgaged properties may reduce the likelihood that liquidation proceeds or other proceeds will be sufficient to pay off the related mortgage loans fully.

The Rate of Default on Mortgage Loans that Are Secured by Investor Properties May be Higher than on Other Mortgage Loans

Certain of the Mortgage Loans may be secured by investor properties. An investor property is a property which, at the time of origination, the mortgagor represented would not be used as the mortgagor's primary residence or second home. Because the mortgagor is not living on the property, the mortgagor may be more likely to default on the mortgage loan than on a comparable mortgage loan secured by a primary residence, or to a lesser extent, a second home. In addition, income expected to be generated from an investor property may have been considered for underwriting purposes in addition to the income of the mortgagor from other sources. Should this income not materialize or later disappear, it is possible the mortgagor would not have sufficient resources to make payments on the mortgage loan. As of the Cut-Off Date, approximately 2.65% of the aggregate Unpaid Principal Balance of the Mortgage Loans (approximately 0.54%, 2.67% and 3.60% of the aggregate Unpaid Principal Balance of the Group H Mortgage Loans, the Group M Mortgage Loans and the Group M55 Mortgage Loans, respectively) were classified as investor properties at time of sale to Freddie Mac.

Homeowner Association Super Priority Liens, Special Assessment Liens and Energy Efficiency Liens May Take Priority Over the Mortgage Liens

In some states it is possible that the first lien of the mortgages may be partially subordinated by super priority liens of homeowner associations, potentially resulting in a partial loss of the mortgage loan's outstanding principal balance. In at least 25 states, condominium, homeowner and other common interest associations (collectively,

“HOA”) assessment liens can take priority over first lien mortgages under certain circumstances. The number of these so called “super lien” states has increased in the past few decades and may increase further. The laws of these “super lien” states vary in terms of: (a) the duration of the priority period (with many at six months and some with no limitations); (b) the assessments secured by the HOA lien (charges can include unpaid HOA assessments, late charges, collection costs, attorney fees, foreclosure costs, fines, and interest); and (c) the statute of limitations on HOA foreclosure rights.

There is currently no efficient mechanism available to loan servicers, including the Servicer, to track the status of borrowers’ payments of HOA assessments that are governed by state super lien statutes. In fact, there is neither a unified database for HOA information, nor a centralized place for HOAs and loan servicers to contact one another. Consequently, in some of the super lien states there often is no practical, systemic method for the servicers to determine when an HOA assessment is unpaid or when the HOA initiates foreclosure of its lien. In some circumstances the Servicer may make Servicing Advances to pay delinquent homeowner association assessments or for the costs of determining whether any mortgaged property is subject to a homeowner association assessment or a related lien. If such Servicing Advances are not recovered from the related mortgagor or liquidation proceeds, they will reduce amounts distributable to Certificateholders.

If an HOA, or a purchaser of an HOA super lien, completes a foreclosure of an HOA super lien on a mortgaged property, the underlying mortgage lien will be extinguished. In those instances, the Certificateholders could suffer a loss of the entire outstanding principal balance of the Mortgage Loan, plus interest and other outstanding Servicing Advances. The Servicer might be able to attempt to recover on an unsecured basis by suing the borrower personally for the balance, but recovery in these circumstances will be problematic if the borrower has no meaningful assets to recover against.

Mortgaged properties securing the Mortgage Loans may be subject to the lien of special property taxes and/ or special assessments and liens that secure payment of periodic dues to homeowner associations. These liens may be superior to the liens securing the Mortgage Loans, irrespective of the date of the mortgage.

In some instances, individual mortgagors may be able to elect to enter into contracts with governmental agencies for Property Assessed Clean Energy (“PACE”) or similar assessments that are intended to secure the payment of energy and water efficiency and distributed energy generation improvements that are permanently affixed to their properties, possibly without notice to or the consent of the mortgagee. These assessments may also have lien priority over the mortgages securing the Mortgage Loans or may survive a foreclosure action, thereby impacting the subsequent disposition of an REO property subject to a PACE lien. No assurance can be given that any mortgaged property so assessed will increase in value to the extent of the assessment lien. Additional indebtedness secured by the assessment lien would reduce the amount of the value of the mortgaged property available to satisfy the affected Mortgage Loan if certain losses were to occur, and could therefore reduce the Net Liquidation Proceeds received with respect to such Mortgage Loan (and ultimately increase Certificate Realized Losses).

Certain Mortgage Loans Have Existing Liens Which May Cause Losses to the Trust

As of the Closing Date, certain Mortgage Loans have existing HOA, tax, municipal and/or mechanics liens that may take priority over the lien of the related mortgage, as set forth in Schedule I to Appendix C attached hereto. To the extent that the Independent Reviewer determines that any such Mortgage Loan has suffered a loss as a direct result of an Existing Lien during the Warranty Period, the Independent Reviewer will notify the Seller and the Trust Agent. The Seller will be required to indemnify the Trust for such loss. If there is a loss as a direct result of an Existing Lien after the Warranty Period, the Seller is not required to indemnify the Trust for such loss.

Values of Mortgaged Properties Securing the Mortgage Loans May Have Declined Since Origination and/ or Modification

As of the Cut-Off Date, the weighted average loan age from origination (based on the Unpaid Principal Balance) of the Mortgage Loans was approximately 157 months (approximately 165 months for the Group H Mortgage Loans, approximately 153 months for the Group M Mortgage Loans and approximately 180 months for the Group M55 Mortgage Loans). Since the time of origination or any applicable modification of a Mortgage Loan, the value of the mortgaged property relating to any Mortgage Loan may have declined, and in some cases may have declined significantly (particularly in light of the impact of COVID-19). As a result, the value of any such mortgaged property

as of the Cut-Off Date may be less than the Unpaid Principal Balance of the applicable Mortgage Loan. If any such mortgaged property is liquidated when the value of the mortgaged property is less than the Unpaid Principal Balance of the applicable Mortgage Loan, it is likely that the Trust would recover an amount less than such Unpaid Principal Balance, which could, in the absence of the Guarantee on the Offered Certificates, result in losses on the Offered Certificates.

Limited Scope and Size of the Diligence Provider's Review of the Mortgage Loans May Not Reveal Aspects of the Due Diligence Sample Which Could Lead to Realized Losses

In connection with the offering of the Certificates, Freddie Mac engaged a third-party diligence provider (the "Diligence Provider") to undertake certain limited loan review procedures with respect to the due diligence sample and did not undertake these loan review procedures for Mortgage Loans not in the due diligence sample. The due diligence sample was primarily selected randomly rather than on a targeted basis. As a result, the due diligence sample may be of more limited use than a targeted sample for identifying errors with respect to loans that may have a higher propensity for default. Had the due diligence sample been selected on a targeted basis, the results may have been different and potentially may have had a higher error rate than the error rate found. As a result, the Mortgage Loans that were not included in the review may have characteristics that were not discovered, noted or analyzed as part of the Diligence Provider's review that could result in those Mortgage Loans experiencing losses in the future. Investors are encouraged to make their own determination as to the value of the due diligence undertaken by the Diligence Provider, the extent to which the characteristics of the mortgage pool can be extrapolated from the error rate and the extent to which investors believe that errors and discrepancies found during the various loan reviews described herein may indicate an increased likelihood of Realized Losses on the Mortgage Loans.

Investors are encouraged to make their own determination as to the extent to which they place reliance on the limited review procedures of the Diligence Provider engaged by Freddie Mac.

Review of Mortgage Loans Once a Breach Review Trigger is Met May Result in Expenses to the Trust which Adversely Affect the Certificates

As described herein, when a Review Notice is sent with respect to a Mortgage Loan the Trust Agent is required to appoint an Independent Reviewer to review such Mortgage Loan to determine if there is a Material Breach. As described herein, the Servicer is required to send a Review Notice for all Mortgage Loans with respect to which a Breach Review Trigger has occurred during the Warranty Period. The Trust will pay all expenses of the Independent Reviewer associated with such review.

The payment by the Trust of expenses associated with a representation and warranty breach review will decrease the amount available for distributions of interest by the Trust to Certificateholders and may, absent a Guarantor Interest Payment, result in interest shortfalls to the Offered Certificates. Investors in the Certificates are encouraged to make their own determination as to the extent to which they place reliance on the breach review procedures described herein.

Actions to Enforce Breaches of Representations and Warranties Relating to Mortgage Loan Characteristics May Take a Significant Amount of Time or Cause Delays or Reductions in the Amount of Distributions Made to Certificateholders

The process for determining whether there has been a Material Breach with respect to a Mortgage Loan, and the obligation to repurchase such Mortgage Loan or make an indemnification payment, may be time-consuming and could result in delays in distributions on the Certificates until a final determination is made and may, absent a Guarantor Interest Payment, result in interest shortfalls to the Offered Certificates.

A Recurrence of Turbulence in the Residential Mortgage Market and/or Financial Markets and/or Lack of Liquidity for Mortgage-Related Securities May Adversely Affect the Performance and Market Value of the Offered Certificates

Turbulence in the residential mortgage market and/or financial markets and/or lack of liquidity for mortgage-related securities may adversely affect the performance and market value of the Offered Certificates. The serious delinquency rate of loans originated from 2005 through 2008 that we acquired remains high compared to similar rates

for loans we acquired in years prior to 2005. Residential loan performance has been generally worse in areas with higher unemployment rates and where declines in property values have been more significant during recent years. In its National Delinquency Survey, the Mortgage Bankers Association presents delinquency rates both for mortgages it classifies as subprime and for mortgages it classifies as prime conventional. The delinquency rates of subprime mortgages are markedly higher than those of prime conventional loan products in the survey; however, the delinquency experience in prime conventional mortgage loans originated during the years 2005 through 2008 has been significantly worse than in any year since the 1930s. A recurrence of these past problems could adversely affect the performance and market value of the Offered Certificates.

Market and economic conditions during the past several years have caused significant disruption in the credit markets. Continued concerns about the availability and cost of credit, the U.S. mortgage market, some real estate markets in the U.S., the economic conditions in the U.S., Europe, China and elsewhere globally and the systemic impact of inflation or deflation, energy costs and geopolitical issues have contributed to increased market volatility and diminished expectations for the U.S. economy. Recently, financial markets have experienced significant volatility in reaction to concerns regarding a potentially significant outbreak of COVID-19, commonly referred to as “coronavirus,” in the global population. The outbreak may have significant near- and long-term effects on the financial markets and the U.S. economy. Increased market uncertainty and instability in both U.S. and international capital and credit markets, combined with declines in business and consumer confidence and increased unemployment, have contributed to volatility in domestic and international markets.

During the 2007 - 2009 recession, losses on all types of residential mortgage loans increased due to declines in residential real estate values, resulting in reduced home equity. Although home prices since 2014 have shown greater stability and increased in some geographic areas, there can be no assurance that a decline will not resume and continue for an indefinite period of time in the future. A decline in property values or the failure of property values to increase where the outstanding balances of the mortgage loans and any secondary financing on the related mortgaged properties are close to or in excess of the value of the mortgaged properties may result in higher delinquencies, foreclosures and losses. Any decline in real estate values may be more severe for mortgage loans secured by high cost properties than those secured by low cost properties. Declining property values may create an oversupply of homes on the market, which may increase negative home equity. Nationwide home price appreciation rates generally were negative from late 2007 through 2012, and this trend may recur at any time. Higher loan-to-value ratios generally result in lower recoveries on foreclosure, and an increase in loss severities above those that would have been realized had property values remained the same or continued to appreciate.

There is particular uncertainty about the prospects for growth in the U.S. economy (particularly in light of the unknown impact of COVID-19). A number of factors influence the potential uncertainty, including, but not limited to, unemployment rates, rising government debt levels, prospective Federal Reserve policy shifts, the withdrawal of government interventions into the financial markets, changing U.S. consumer spending patterns, and changing expectations for inflation and deflation. Income growth and unemployment levels affect mortgagors’ ability to repay mortgage loans, and there is risk that economic activity could be weaker than anticipated. See “— *Governance and Regulation*” below when considering the impact of regulation on Certificateholders. Continued concerns about the economic conditions in the United States, China, Europe and elsewhere globally, including downgrades of the long-term debt ratings of the European Economic and Monetary Union (“**Eurozone**”) nations and the United States, generally have contributed to increased market volatility and diminished growth expectations for the U.S. economy.

Subsequent to the financial crisis, and over the past decade, the Federal Reserve has adopted an easing stance in monetary policy referred to as “quantitative easing”. For example, buying mortgage-backed securities and cutting interest rates, which are intended to lower the cost of borrowing, result in higher investment activity which, in turn, stimulates the economy. Based on the stabilization of unemployment, as well as the increase in home prices, the Federal Reserve began to reduce the quantitative easing and in October 2014 announced the end of the quantitative easing program. However, in light of the recent COVID-19 pandemic, these efforts have been reversed with the Federal Reserve again lowering interest rates and engaging in massive quantitative easing, designed to stimulate the economy. This may have a negative impact on the Certificates. To the extent that interest rates rise or fall as a result of the Federal Reserve’s action, the availability of refinancing alternatives for the Mortgage Loans may be impacted. There can be no assurance that the factors that caused such financial crisis (or any other factors) will have similar effects on the mortgage market in the future.

As a result of market conditions and other factors, the cost and availability of credit has been and may in the future continue to be adversely affected by illiquid credit markets and wider credit spreads. Concern about the stability of the markets and the creditworthiness of counterparties has led many lenders and institutional investors to reduce, and in some cases cease, lending to certain mortgagors. Continued turbulence in the U.S. and international markets and economies may negatively affect the U.S. housing market and the credit performance and market value of residential mortgage loans.

In addition, the difficult economic environment and rate of unemployment and other factors (which may or may not affect real property values) may affect the mortgagors' timely payment of scheduled payments of principal and interest on the Mortgage Loans and, accordingly, may increase the occurrence of delinquencies and Realized Losses and adversely affect the amount of Liquidation Proceeds realized in connection with Liquidated Mortgage Loans. Further, the time periods to resolve defaulted Mortgage Loans may be long, and those periods may be further extended because of mortgagor bankruptcies, related litigation and any federal and state legislative, regulatory and/or administrative actions or investigations.

Further, the secondary market for certain mortgage-related securities is experiencing extremely limited liquidity. These conditions may continue or worsen in the future. Recent volatility in the mortgage-backed securities market as a result of the COVID-19 related-economic disruptions could similarly result in liquidity issues. Limited liquidity in the secondary market for mortgage securities could adversely affect a Certificateholder's ability to sell the Offered Certificates or the price such Certificateholder receives for the Offered Certificates and may continue to have a severe adverse effect on the market value of mortgage securities, especially those that are more sensitive to prepayment or credit risk.

Although the Pooling and Servicing Agreement is to be interpreted under the federal laws of the United States, if there is no applicable U.S. federal law precedent, the Pooling and Servicing Agreement will be governed by New York law, unless New York law would frustrate the purposes of the Freddie Mac Act or any provision of the Pooling and Servicing Agreement or the transactions governed by it. In December 2013, the Supreme Court of the State of New York, Appellate Division, First Department, held that the six-year statute of limitations applicable to a breach of contract cause of action under N.Y. CPLR 213(2) barred an action for breach of loan-level representations and warranties contained in New York-law governed agreements relating to a particular residential mortgage securitization transaction (the "**ACE Decision**").

The First Department held that claims for breaches of loan-level representations and warranties began to accrue on the date on which the representations and warranties were allegedly breached, which in such case was the closing date of the securitization transaction. The First Department also held that the case was time-barred because the action had not been commenced within six years from the date of the alleged representation and warranty breaches. On June 11, 2015, the New York Court of Appeals, the highest court in New York, affirmed the ruling of the lower court in the ACE Decision. On November 16, 2015, the United States Court of Appeals for the Second Circuit held under New York law that a claim for breaches of representations and warranties concerning the characteristics of mortgage loans accrues on the date the representations and warranties are made, even where the contract purports to set an alternative time period for such accrual. On October 16, 2018, in *Deutsche Bank Nat'l Tr. Co. Tr. for Harborview Mortg. Loan Tr. v. Flagstar Capital Markets Corp.*, the New York Court of Appeals addressed an "accrual clause" in a contract that purported to delay the accrual of a cause of action for a breach of representation and warranty until after discovery of the breach, failure to cure or repurchase and demand for compliance. The court ruled the accrual clause was unenforceable on the grounds that these provisions did not constitute a substantive condition precedent to defendant's obligation to deliver loans that complied with the representations and warranties. The court also held that any such accrual provision in a contract specifying a set of conditions that would have delayed accrual of a breach of contract cause of action was unenforceable as against public policy.

A court applying New York law may determine, however, that another jurisdiction's statute of limitations period should control under New York's so-called "borrowing statute". Accordingly, to the extent that courts reach the same conclusion as the ACE Decision on the interpretation of New York law on this issue going forward, a breach of contract action alleging selling representation and warranty breaches under these agreements may be time barred if not commenced within the applicable jurisdiction's statute of limitations period, which period could be either longer or shorter than New York's, and would commence on the date on which the representations and warranties were made, even if the alleged representation and warranty breaches had not been discovered by such time. If the breach of contract

action relates to a breach of a servicing (rather than a selling) representation and warranty, the applicable statute of limitations may run from the date that the servicing breach occurred.

Although the REMIC representation and warranty provided by the Seller is a “life of loan” representation and warranty, there can be no assurance that if the Seller failed to repurchase a Mortgage Loan and New York law applied that investors would be able to seek relief in a court of law because of the ACE Decision.

These factors and general market conditions, together, with the limited amount of credit enhancement available to the Certificateholders (as further described in this Offering Circular) could adversely affect the performance and market value of the Offered Certificates and result in a full or partial loss of your initial investment. See “*Prepayment and Yield Considerations — Yield Considerations with Respect to the Certificates*”. There can be no assurance that governmental intervention or other actions or events will improve these conditions in the near future.

The Rate and Timing of Principal Payment Collections on the Mortgage Loans Will Affect the Yield on the Offered Certificates

The rate and timing of distributions of principal and the yield to maturity on the Offered Certificates will be directly related to the rate and timing of collections of principal payments on the applicable Mortgage Loans and the amount and timing of defaults by mortgagors that result in Realized Losses on the applicable Mortgage Loans. Mortgagors are permitted to prepay their Mortgage Loans, in whole or in part, at any time, without penalty.

The principal distribution characteristics of the Offered Certificates have been designed so that the Certificates amortize based on the collections of principal payments on the applicable Mortgage Loans. See “*Description of the Certificates — Principal — Allocation of Principal Remittance Amount*”. Investors should make their own determination as to the effect of these features on the Offered Certificates.

The rate and timing of principal payments (including prepayments) on mortgage loans is influenced by a variety of economic, geographic, social and other factors, but may depend greatly on the level of mortgage rates:

- If prevailing interest rates for similar mortgage loans fall below the interest rates on the Mortgage Loans, the rate of principal prepayments would generally be expected to increase due to refinancings.
- Conversely, if prevailing interest rates for similar mortgage loans rise above the interest rates on the Mortgage Loans, the rate of principal prepayments would generally be expected to decrease.

The rate and timing of principal payments on the Mortgage Loans may also be affected by the following:

- the amortization schedules of the Mortgage Loans,
- the rate and timing of partial prepayments and full prepayments by mortgagors, due to refinancing, certain job transfers, changes in property value or other factors,
- liquidations of, or modifications resulting in forgiveness of a portion of the mortgage balance (e.g., principal forgiveness) or deferral of repayment of principal (i.e., principal forbearance) of the Mortgage Loans,
- the time it takes for defaulted Mortgage Loans to be modified or liquidated,
- relief measures promulgated by federal and state governments designed to suspend payments on the Mortgage Loans as a result of the COVID-19 outbreak or as a result of foreclosure moratoriums, the closure of government offices and other issues associated with COVID-19;
- the availability of loan modifications for delinquent or defaulted Mortgage Loans, and
- the rate and timing of payment in full of Mortgage Loans or other removals from the respective mortgage pool.

In addition, the repurchase of a Mortgage Loan by the Seller has the same effect on the mortgage pool as a prepayment in full. As such, the rate and timing of repurchases and any such indemnification payments will also affect the yield on the Offered Certificates.

Furthermore, to the extent any Realized Losses or Certificate Writedown Amounts are allocated to reduce the Class Principal Amounts of the Guaranteed Certificates, the Guarantor is required to make a Guarantor Principal Payment in respect of the related Principal Deficiency Amount. Any such Guarantor Principal Payments will have the same effect as principal prepayments on the Mortgage Loans distributed to the Offered Certificates.

Mortgage originators make general solicitations for refinancings. Any such solicited refinancings may result in a rate of principal prepayments that is higher than prospective investors might otherwise expect.

No representation is made as to the rate of principal payments, including principal prepayments, on the Mortgage Loans or the yield to maturity of any Class of Certificates. In addition, there can be no assurance that any of the Mortgage Loans will or will not be prepaid prior to their maturity. An investor is urged to make an investment decision with respect to any Class of Certificates based on the anticipated yield to maturity of that Class of Certificates resulting from its purchase price and the investor's own determination as to anticipated Mortgage Loan prepayment and loss rates under a variety of scenarios. The extent to which the Certificates are purchased at a discount or a premium and the degree to which the timing of distributions on the Certificates is sensitive to prepayments will determine the extent to which the yield to maturity of the Certificates may vary from the anticipated yield.

Because the Accrual Certificates are not entitled to receive any distributions of interest until the related Accretion Direction Certificates are no longer outstanding, the Accrual Certificates will likely experience greater price and yield volatility than would other Certificates that are otherwise similar but which are entitled to current distributions of interest. Investors should consider whether this volatility is suitable to their investment needs.

If investors purchase Certificates at a discount, such investors should consider the risk that if principal payments on the Mortgage Loans occur at a rate slower than expected, the yield on such Certificates will be lower than expected. This is especially true for the Principal Only Certificates. If investors purchase Certificates at a premium, such investors should consider the risk that if principal payments on the Mortgage Loans occur at a rate faster than expected, the yield on such Certificates will be lower than expected. This is especially true for the Interest Only Certificates. If investors purchase the Interest Only Certificates or any other Certificates at a significant premium and principal prepayments are faster than expected, such investors may not even recover their investment. The timing of changes in the rate of prepayments may significantly affect the actual yield to you, even if the average rate of principal prepayments is consistent with your expectations. In general, the earlier the payment of principal on the Mortgage Loans, the greater the effect on your yield to maturity. As a result, the effect on an investor's yield due to principal prepayments occurring at a rate higher (or lower) than the rate anticipated during the period immediately following the issuance of the Certificates may not be offset by a subsequent like reduction (or increase) in the rate of principal prepayments. See *"Prepayment and Yield Considerations — Yield Considerations With Respect to the Certificates"*.

For a more detailed discussion of these factors, see *"Prepayment and Yield Considerations"* and *"Description of the Mortgage Loans"*.

The Performance of the Mortgage Loans Could be Dependent on the Servicer

The performance of the Servicer servicing the Mortgage Loans could have an impact on the amount and timing of collections on the Mortgage Loans and the rate and timing of the occurrence of Realized Losses with respect thereto. As described under *"The Pooling and Servicing Agreement"* below, the Servicer is generally required to service the Mortgage Loans in accordance with applicable law and the Servicing Requirements. The Servicer is servicing for the benefit of the Trust.

It is possible that servicing of the Mortgage Loans may be transferred in the future as a result of the occurrence of unremedied events of default or in the event of a Servicing Control Trigger. It is possible that the transfer of the rights, duties and obligations of the Servicer under the Pooling and Servicing Agreement to the successor servicer could adversely affect the servicing of the Mortgage Loans. For example, transfers of servicing involve the risk of disruption in collections due to data input errors, misapplied or misdirected payments, system incompatibilities and other reasons. In connection with any such transfer, the rate of delinquencies and defaults on the Mortgage Loans

could increase and the timely transfer of collections on the Mortgage Loans by the Servicer to the Securities Administrator could be affected, either of which could result (in the absence of the Guarantee) in reductions or delays in the distributions on the Offered Certificates.

Additionally, in the event of the Servicer's bankruptcy, the Trustee may face delays in terminating the Servicer as the termination right in the Pooling and Servicing Agreement upon a Servicer Event of Default relating to insolvency is generally subject to the bankruptcy court's automatic stay.

Further financial difficulties of the Servicer may be exacerbated by higher delinquencies and defaults that reduce the value of its mortgage loan portfolio, requiring the sale of such portfolio at a greater discount to par. In addition, the costs of servicing an increasingly delinquent mortgage loan portfolio may rise without a corresponding increase in servicing compensation. The Servicer may also be the subject of governmental investigations and litigation, which could have the potential to impact the financial condition of the Servicer. In addition, any regulatory oversight, proposed legislation and/or governmental intervention may have an adverse impact on the Servicer. See "*Potential Developments Affecting Select Portfolio Servicing, Inc.*" These factors, among others, may have the overall effect of increasing costs and expenses of the Servicer while at the same time decreasing servicing cash flow, which may, in turn, have a negative impact on the ability of the Servicer to perform its obligations with respect to the Mortgage Loans, which could affect the amount and timing of collections on the Mortgage Loans and the rate and timing of the occurrence of losses with respect thereto.

Investors should also note that the economic dislocation caused by COVID-19 is also expected to adversely impact mortgage loan servicers, including the Servicer, and such impact could be severe. As a result of the potential increase in delinquencies by mortgage loan borrowers due to job losses resulting from COVID-19 and the possibility for entering into a significant number of temporary forbearance plans with mortgage loan borrowers as described above, it is possible that mortgage loan servicers, including the Servicer, will not have the available liquidity to make advances as required pursuant to the terms of the Pooling and Servicing Agreement. As further described below, the mortgage loan servicing industry is seeking additional guidance and potential relief from regulators regarding its ability to make delinquency advances (only certain Servicing Advances as described in this Offering Circular are required to be made on the Mortgage Pool) in light of the COVID-19 pandemic, but no assurance can be made that any such relief will be granted or be sufficient to assist the Servicer. On April 4, 2020, a coalition of mortgage and finance industry leaders requested that federal regulators take action to assist the performance of the mortgage finance market in light of significant numbers of borrowers requesting temporary forbearance on their mortgage loans. As the CARES Act mandates that all borrowers with government-backed mortgages (including the Mortgage Loans and other mortgages securitized by Freddie Mac) be allowed to delay at least 180 days of monthly payments (followed by another period of 180 days if the borrower requests it) and mortgage loan servicers are expected to advance such unpaid amounts in certain transactions, servicers have come upon increased financial pressure as mortgage delinquencies rates are expected to continue to increase (while no such principal or interest advances will be made on the Mortgage Loans, if the Servicer is required to make such advances on other mortgage loans that it services, such advances may adversely impact the financial position of the Servicer).

Any reasonable servicing transfer costs of the successor servicer incurred in connection with the transfer of servicing from the predecessor Servicer will be paid by the predecessor Servicer. In the event that the predecessor Servicer fails to reimburse the successor servicer for such costs within a reasonable period of time, the successor servicer will be entitled to reimbursement from the assets of the Trust as described under "*The Pooling and Servicing Agreement — Successor Servicer*".

The Servicer's Discretion Over the Servicing of the Mortgage Loans May Impact the Amount and Timing of Funds Available to Make Distributions on the Certificates

The Servicer is obligated to service the Mortgage Loans in accordance with applicable law and the Servicing Requirements. See "*The Pooling and Servicing Agreement*". The Servicer has some discretion in servicing the Mortgage Loans as it relates to the application of the Servicing Requirements. Maximizing collections on the Mortgage Loans is not the Servicer's only priority in connection with servicing the Mortgage Loans. Consequently, the manner in which the Servicer exercises its servicing discretion or changes its customary servicing procedures could have an impact on the amount and timing of principal collections and Realized Losses on the Mortgage Loans, which may

impact the amount and timing of principal distributions to be made on, and Realized Losses and Certificate Writedown Amounts allocated to, the Certificates.

Risks Relating to Insolvency of the Servicer

If the Servicer were to enter bankruptcy, it may cease operations and therefore stop servicing the Mortgage Loans and real estate owned (“REO”) properties. Alternatively, it may continue in business but reject the Pooling and Servicing Agreement and therefore no longer be obligated to perform under the Pooling and Servicing Agreement. The Servicer may also have the power, subject to approval of the Bankruptcy Court, to assign its rights and obligations as Servicer to a third party without the consent, and even over the objection of the Guarantor, the Trustee or the Certificateholders. If the Servicer were in bankruptcy, then, despite the terms of the Pooling and Servicing Agreement, the Guarantor, the Trustee or the Certificateholders may be prohibited from, or face delays in, terminating the Servicer and appointing a successor servicer.

Risks Related to Failure of the Servicer to Perform; Replacement of the Servicer

If the Servicer is unable to perform all of its obligations under the Pooling and Servicing Agreement, such failure could result in reductions or delays in payments on the Certificates. Upon a Servicer Event of Default that is not waived by the Trustee at the direction of the Servicing Trigger Agent, the Servicing Trigger Agent may direct the Trustee to terminate all of the rights and obligations of the Servicer under the Pooling and Servicing Agreement.

It is possible that the resignation or termination of the Servicer and the transfer of the rights, duties and obligations of the Servicer under the Pooling and Servicing Agreement, including servicing e-mortgages, to a successor servicer could adversely affect the servicing of the Mortgage Loans. For example, transfers of servicing involve the risk of disruption in collections due to data input errors, misapplied or misdirected payments, system incompatibilities and other reasons. If such a transfer were to take place, the rate of delinquencies and defaults on the related Mortgage Loans could increase, resulting in reductions or delays in the payments on the Certificates.

Prior Servicers May Not Have Followed the Requirements of Our Guide and Other Servicing Standards

The Mortgage Loans have been serviced by one or more servicers (including the entity that will act as Servicer) prior to the Closing Date under servicing standards set forth in the Guide or as otherwise set forth by Freddie Mac. There is a risk that any prior servicer may not have followed such requirements, which may result in the Mortgage Loans experiencing a higher rate of Realized Losses than if the Mortgage Loans had been serviced in accordance with such requirements.

Mortgagors May Have, or May in the Future Incur, Additional Indebtedness Secured by Mortgaged Properties Securing the Mortgage Loans

Mortgagors may generally obtain additional mortgage loans secured by their respective properties at any time and we are not generally entitled to receive notification when a mortgagor does so. Therefore, it is possible that with respect to certain of the Mortgage Loans, a lender may have originated a subordinate mortgage loan on the same mortgaged property. No such subordinate mortgage loans are included in the mortgage pool. However, no assurance can be made as to whether there are any Mortgage Loans (i) that were originated with simultaneous second liens, (ii) that still have second liens outstanding after their modification, or (iii) for which the related mortgagors subsequently received second lien mortgage loans. If such a post-origination subordinate mortgage is obtained with respect to a Mortgage Loan, this additional indebtedness could increase the risk that the value of the related mortgaged property is less than the total indebtedness secured by such mortgaged property and could increase the risk of losses on such Mortgage Loan. The existence of subordinate mortgage liens may adversely affect default rates because the related mortgagors must make two or more monthly payments and also because such subordinate mortgages will result in an increased combined loan-to-value of the mortgage loans. A default on a subordinate mortgage loan could cause the related mortgaged property to be foreclosed upon at a time when the first mortgage loan remains current as to scheduled payments. If this should occur with respect to any Mortgage Loan, it may affect prepayment rates on such Mortgage Loan and could result in increased losses with respect to such Mortgage Loan, which could result in Realized Losses and Certificate Writedown Amounts being allocated to the Certificates. Further, with respect to any Mortgage Loans that have subordinate lien mortgages encumbering the same mortgaged properties, the risk of Realized Losses

may be increased relative to Mortgage Loans that do not have subordinate financing since mortgagors who have subordinate lien mortgages have less equity in the mortgaged property. We have not independently verified the existence of any subordinate liens on the mortgaged properties securing the Mortgage Loans, and any information provided in this Offering Circular as to subordinate liens on any mortgaged properties securing the Mortgage Loans is based solely on the representation made by the related seller of the Mortgage Loans in connection with our acquisition of the related Mortgage Loans.

Geographic Concentration May Increase Risk of Losses Due to Adverse Economic Conditions or Natural Disasters

As of the Cut-Off Date, approximately 18.90% and 13.57% of the Mortgage Loans by aggregate Unpaid Principal Balance are secured by mortgaged properties located in Florida and California, respectively. If the regional economy or housing market weakens in any of those states or any other state or region having a significant concentration of mortgaged properties underlying the Mortgage Loans, the Mortgage Loans may experience higher rates of Realized Losses, which could result in higher prepayments or losses, absent the Guarantee, on the Offered Certificates. Additionally, states in the Gulf coast region and southeastern and northeastern Atlantic coast, the New England area, Oklahoma, Colorado, Texas, North Carolina and other regions have experienced natural disasters or other events, including earthquakes, fires, floods, tornadoes, mudslides, hurricanes, volcanic eruptions and pandemics (such as COVID-19), which may adversely affect mortgagors and mortgaged properties. Mortgagors whose mortgaged properties are located outside of an area that has experienced a natural disaster may be adversely affected if their place of employment is located in the area impacted by such natural disaster. Any concentration of mortgaged properties in a state or region may present unique risk considerations. No assurance can be given as to the effect of natural disasters on delinquencies and losses on any of the Mortgage Loans secured by the mortgaged properties that might be damaged by such natural disasters or on any other Mortgage Loans. In the event of a natural disaster the Servicer may offer relief, such as a deferral of a payment or permanent modification of the terms of a mortgage loan, to affected mortgagors. Furthermore, to the extent that the Mortgage Loans are concentrated in states that have implemented moratoriums on foreclosures and evictions in an effort to stem the impact of COVID-19, amounts received with respect to such Mortgage Loans may be significantly reduced which will adversely impact the amount of funds available to make distributions on the Certificates.

Any deterioration in housing prices in a state or region due to adverse economic conditions (including those due in whole or in part to shutdowns of the federal, state or local government(s)), natural disasters (including those due in whole or in part to changes in climate) or other factors (such as pandemics), and any deterioration of the economic conditions or natural disasters in a state or region that adversely affects the ability of mortgagors to make payments on the Mortgage Loans, may result in losses on Mortgage Loans and Realized Losses and Certificate Writedown Amounts being allocated to the Certificates.

See Appendix A for further information regarding the geographic concentration of the Mortgage Loans.

Mortgage Loans Made to Certain Mortgagors May Present a Greater Risk

Realized Losses on certain Mortgage Loans may be higher as a result of the related mortgagors' circumstances. Mortgagors of certain Mortgage Loans may have less steady or predictable income than others, which may increase the risk of these mortgagors not making timely payments. Further, mortgagors who are significantly increasing their housing payments may have difficulties adjusting to their new housing debt even though their debt-to-income ratios may be within guidelines. These mortgagors may present a greater risk of default as a result of their circumstances. Investors should consider that a higher number of mortgagors that have these types of issues may result in increased losses on the Mortgage Loans that would result in Realized Losses and Certificate Writedown Amounts being allocated to the Certificates.

Proposals to Acquire Mortgage Loans by Eminent Domain May Adversely Affect Your Certificates

The County Board of Supervisors of San Bernardino, California in 2012 approved a joint exercise of powers agreement among the County of San Bernardino, California, the City of Ontario, California and the City of Fontana, California to establish a joint powers authority (the "**Authority**") to implement a program to assist homeowners in those jurisdictions who are obligated on residential mortgage loans with outstanding balances in excess of the market

value of the mortgaged properties. The proposed program included authorization for the Authority to acquire any such mortgage loans by voluntary purchase or eminent domain and to modify those mortgage loans to allow homeowners to continue to own and occupy their homes. Although the Authority has since rejected such a program, other local governments have taken similar steps to consider how the power of eminent domain could be used to acquire residential mortgage loans.

There is no certainty as to whether any governmental entity will take steps to acquire any mortgage loans under such a program, whether any mortgage loans sought to be purchased will be mortgage loans held in securitization trusts, what purchase price would be paid for any such mortgage loans, and whether additional governmental entities may consider and ultimately pass similar legislation. Any such actions could have a material adverse effect on the market value of residential mortgage-backed certificates such as the Certificates. There is also no certainty as to whether any such action without the consent of investors would face legal challenge, and, if so, the outcome of any such challenge.

If a governmental entity implements a program under which it has the power to acquire residential mortgage loans through the exercise of eminent domain, and the governmental entity proposes to acquire a Mortgage Loan out of the Trust, the Servicer is required to notify the Trustee of such proposed acquisition and obtain a valuation on the related mortgaged property in the form of a broker's price opinion or another valuation method that it deems appropriate. The Trustee may also request the Servicer to engage a third party to review each such Mortgage Loan to determine whether the payment offered by such governmental entity is the fair market value of the Mortgage Loan, and the Servicer may engage legal counsel to assess the legality of the governmental entity's proposed action and whether there are bona fide legal grounds for contesting the acquisition. Based on the results of these determinations, the Servicer may contest such an acquisition through appropriate legal proceedings. If certain conditions are satisfied, the Certificateholders may direct the Trustee to pursue such an action. These procedures may take substantial time, which could result in delays, increased costs and losses to Certificateholders.

Statutory and Judicial Limitations on Foreclosure Procedures May Delay Recovery in Respect of the Mortgaged Properties and, in Some Instances, Limit the Amount That May Be Recovered by the Servicer, Resulting in Realized Losses on the Mortgage Loans That Might Be Allocated to the Certificates

Foreclosure procedures may vary from state to state. Two primary methods of foreclosing a mortgage instrument are judicial foreclosure, involving court proceedings, and non-judicial foreclosure pursuant to a power of sale granted in the mortgage instrument. A foreclosure action is subject to most of the delays and expenses of other lawsuits if defenses are raised or counterclaims are asserted. Delays may also result from difficulties in locating necessary defendants. Non-judicial foreclosures may be subject to delays resulting from state laws mandating the recording of notice of default and notice of sale and, in some states, notice to any party having an interest of record in the real property, including junior lienholders. Some states have adopted "anti-deficiency" statutes that limit the ability of a lender to collect the full amount owed on a loan if the property sells at foreclosure for less than the full amount owed. In addition, United States courts have traditionally imposed general equitable principles to limit the remedies available to lenders in foreclosure actions that are perceived by the court as harsh or unfair. The effect of these statutes and judicial principles may be to delay and/or reduce distributions in respect of the Certificates. Additionally, Mortgage Loans originated as e-mortgages may experience delays in foreclosure. See "*Certain Legal Aspects of the Mortgage Loans — Foreclosure*".

As of the Cut-Off Date, approximately 3.90% of the Mortgage Loans by aggregate Unpaid Principal Balance (approximately 5.88%, 3.99% and 2.13% of the aggregate Unpaid Principal Balance of the Group H Mortgage Loans, the Group M Mortgage Loans and the Group M55 Mortgage Loans, respectively) are secured by mortgaged properties located in Maryland. In August 2018, the Court of Appeals of Maryland (the "**Court of Appeals**"), the highest court in that state, held that (i) a party who authorizes a foreclosure action on a deed of trust need not be licensed as a collection agency in the state under the Maryland Collection Agency Licensing Act (the "**MCALA**") before filing the foreclosure lawsuit, and (ii) statutory trusts formed outside of Maryland are outside of the scope of the collection agency industry regulated and licensed under the MCALA. As the Trust is a New York common law trust, it is possible that this recent decision by the Court of Appeals supports a conclusion that the Trust need not be licensed as a collection agency under the MCALA in order for the Servicer to foreclose on Maryland mortgages that were in default at the time they were securitized. However, the Court of Appeals' decision is limited to the unique facts presented in that case and many issues were not explicitly addressed by it, including the treatment of foreign common law trusts.

Accordingly, it is possible that a Maryland court could determine that common law trusts, such as the Trust, are separate and distinct from statutory trusts and that such trusts must be licensed under the MCALA as collection agencies in order to initiate a valid foreclosure action or undertake other collection related activities in Maryland.

Several lawsuits were filed in numerous jurisdictions challenging Freddie Mac's statutory exemption from transfer taxes imposed on the transfer of real property for which Freddie Mac was the grantor or grantee. Many jurisdictions refused to honor Freddie Mac's exemption during the pendency of the lawsuits, requiring the payment of transfer taxes in order to record deeds transferring property to and/or from Freddie Mac following the foreclosure of a mortgage. Freddie Mac successfully defended these lawsuits, and Freddie Mac's statutory exemption from transfer taxes has been upheld by the courts. However, the Trust may face similar challenges to its exemption when it obtains title to REO properties.

Stricter Enforcement of Foreclosure Rules and Documentation Requirements May Cause Delays and Increase the Risk of Loss

Recently courts and administrative agencies have been enforcing more strictly existing rules regarding the conduct of foreclosures and, in some circumstances, have been imposing new rules regarding foreclosures. Some courts have delayed or prohibited foreclosures based on alleged failures to comply with technical requirements. State legislatures have been enacting new laws regarding foreclosure procedures. In addition, more mortgagors are bringing legal actions, or filing for bankruptcy, to attempt to block or delay foreclosures. Additionally, Mortgage Loans originated as e-mortgages may experience delays in foreclosure. As a result, the Servicer may be subject to delays in conducting foreclosures and the expense of foreclosures may increase, resulting in delays or reductions in distributions on the Certificates.

Some mortgagors have been successful in challenging or delaying foreclosures based on technical grounds, including challenges based on alleged defects in the mortgage loan documents and challenges based on alleged defects in the documents under which the mortgage loans were securitized. In a number of cases, such challenges have delayed or prevented foreclosures. It is possible that there will be an increase in the number of successful challenges to foreclosures by mortgagors. Curing defective documents required to conduct a foreclosure will cause delays and increase costs, which could result in Realized Losses being allocated to the Certificates. Further, the Servicing Requirements will require the Servicer to exhaust various loss mitigation options prior to proceeding with foreclosure and the final servicing rules promulgated by the Consumer Financial Protection Bureau ("CFPB"), which took effect on January 10, 2014, require servicers, among other things, to exhaust all feasible loss mitigation options before proceeding with foreclosures, which, in each case, will have the effect of delaying foreclosures of Mortgage Loans in certain instances.

Insurance Related to the Mortgaged Properties May Not Be Sufficient to Compensate for Losses

Although the mortgaged properties securing the Mortgage Loans and REO properties may be covered by insurance policies, such as hazard insurance or flood insurance, no assurance can be made that the proceeds from such policies will be used to repay any amounts owed in respect of such Mortgage Loans or will be used to make improvements to the mortgaged properties that have values that are commensurate with the value of any of the damaged improvements. In addition, even though an insurance policy may cover the "replacement cost" of the improvements on any mortgaged property, the proceeds of such insurance policy may not be sufficient to cover the actual replacement cost of such improvements or the appraised value of the improvements on any mortgaged property. No assurance can be given that the insurer related to any insurance policy will have sufficient financial resources to make any payment on any insurance policy or that any such insurer will not challenge any claim made with respect to any such insurance policy resulting in a delay or reduction of the ultimate insurance proceeds, which could have a material adverse effect on the performance of the Certificates. Insurance premiums will be reimbursed to the Servicer upon liquidation of the related REO property.

Delays in Liquidation; Liquidation Proceeds May Be Less Than Mortgage Loan Balance

Substantial delays in distribution of principal on the Certificates could be encountered in connection with the liquidation of delinquent Mortgage Loans. Delays in foreclosure proceedings (particularly in light of the closures and moratoriums arising with respect to COVID-19) may ensue in certain states experiencing increased volumes of

delinquent mortgage loans. Further, reimbursement of Servicing Advances made by or caused to be made by the Servicer and liquidation expenses will reduce the Net Liquidation Proceeds related to such Mortgage Loans and could result in greater Realized Losses being allocated to the Certificates. Servicing Advances could result in a substantial reduction in the amount of any Liquidation Proceeds received with respect to the related Mortgage Loans.

Helping Families Save Their Homes Act

The Helping Families Save Their Homes Act of 2009, Public Law 111-22, 123 Stat. 1632, effective as of May 20, 2009, amended the Truth in Lending Act (“**TILA**”) to require creditors that are the new owner or assignee of a mortgage loan secured by a borrower’s principal dwelling to mail or deliver notice to borrowers of the sale or transfer of their mortgage loan no later than thirty (30) days after a sale or transfer. In implementing this change to TILA, the CFPB amended Regulation Z, effective January 1, 2011, to impose this requirement on a newly defined category of “covered persons”, including those who are not creditors, when that covered person acquires a mortgage loan. As a result, the Servicer, on behalf of the Trust will be required to mail or deliver these notices reflecting the ownership of the Mortgage Loans by the Trust. Failure to comply with these notice requirements may result in civil claims for compensatory and punitive damages against the Trust. Any judgment against, or settlement by, the Trust relating to these violations would reduce the funds otherwise available for distribution to investors, and may result in shortfalls or losses on the Certificates.

Impact of Potential Military Action and Terrorist Attacks

The effects that military action by United States forces in other regions and terrorist attacks within or outside the United States may have on the performance of the Mortgage Loans cannot be determined at this time. Prospective investors should consider the possible effects on delinquency, default and prepayment experience of the Mortgage Loans. Federal agencies and non-government lenders have and may continue to defer, reduce or forgive payments and delay foreclosure proceedings in respect of Mortgage Loans to mortgagors affected in some way by recent and possible future events.

The Servicemembers Civil Relief Act (the “**Relief Act**”) and similar state military relief laws relating to servicemembers may require payment reduction or foreclosure forbearance to some mortgagors and their dependents. Moreover, federal and state agencies have deferred, reduced or forgiven and may continue to defer, reduce or forgive payments and delay foreclosure proceedings for Mortgage Loans to mortgagors affected in some way by possible future military action, deployment or terrorist attacks whether or not they are servicemembers or their dependents. Any such delays may impact the Offered Certificates.

Environmental Risks

Real property (either owned outright or pledged as security for a mortgage loan) may be subject to certain environmental risks that could result in losses on the Mortgage Loans. Under the laws of certain states, contamination of a property may give rise to a lien on the property to assure the costs of cleanup. In several states, such a lien has priority over the lien of an existing mortgage against such property. In addition, under the laws of some states and under the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“**CERCLA**”), a lender may be liable (and an owner will be liable) as an “owner” or “operator,” for costs of addressing releases or threatened releases of hazardous substances that require remedy at a property, if agents or employees of the lender have become sufficiently involved in the operations of the borrower, regardless of whether or not the environmental damage or threat was caused by a prior owner. See “*Certain Legal Aspects of the Mortgage Loans — Environmental Legislation*”. A lender also risks such liability on foreclosure of the mortgage. Any such lien arising with respect to a mortgaged property would adversely affect the value of such mortgaged property and could make impracticable the foreclosure on such mortgaged property in the event of a default by the related borrower. In addition, certain environmental laws impose liability for releases of asbestos into the air. Third parties may seek recovery from owners or operators of real property for personal injury associated with exposure to asbestos, lead paint, radon or other hazardous substances. Property owners in some areas have recently been subject to liability claims associated with mold.

Forfeiture for Drug, RICO and Money Laundering Violations

Federal law provides that property purchased or improved with assets derived from criminal activity or otherwise tainted, or used in the commission of certain offenses, can be seized and ordered forfeited to the United States of America. The offenses which can trigger such a seizure and forfeiture include, among others, violations of the Racketeer Influenced and Corrupt Organizations Act, the Bank Secrecy Act, the anti-money laundering laws and regulations, including the USA Patriot Act of 2001 and the regulations issued pursuant to that Act, as well as the narcotic drug laws. In many instances, the United States may seize the property even before a conviction occurs.

In the event of a forfeiture proceeding, a lender may be able to establish its interest in the property by proving that (1) its mortgage was executed and recorded before the commission of the illegal conduct from which the assets used to purchase or improve the property were derived or before the commission of any other crime upon which the forfeiture is based, or (2) the lender, at the time of the execution of the mortgage, “did not know or was reasonably without cause to believe that the property was subject to forfeiture.” However, there is no assurance that such a defense will be successful. See “*Certain Legal Aspects of the Mortgage Loans*”.

Governance and Regulation

The Dodd-Frank Act and Related Regulation May Adversely Affect Our Business Activities and the Trust

The Dodd-Frank Act, which was signed into law on July 21, 2010, significantly changed the regulation of the financial services industry and could affect the purchase and servicing of loans, in substantial and unforeseeable ways and have an adverse effect on the Mortgage Loans and the operations of the Servicer. The Dodd-Frank Act and related current and future regulatory changes could affect the servicing value of the Mortgage Loans, require the Servicer to change certain business practices relating to the Mortgage Loans, resulting in the servicing of Mortgage Loans being significantly more expensive. The Servicer will also face a more complicated regulatory environment due to the Dodd-Frank Act and related current and future regulatory changes, which will increase compliance and operational costs. It is possible that any such changes will adversely affect the servicing of the Mortgage Loans.

Implementation of the Dodd-Frank Act was accomplished through numerous rulemakings by the CFPB and other federal agencies and entities. For example, the CFPB issued a final rule, which became effective on January 10, 2014, specifying the characteristics of a “qualified mortgage”. In addition, certain legislative initiatives, if adopted, could modify Dodd-Frank Act requirements and related regulatory requirements. It could be difficult for the Servicer to comply with any future regulatory changes in a timely manner, due to the potential scope and number of such changes, which could interfere with the servicing of the Mortgage Loans, limit default management and the Servicer’s loss mitigation options and lead to an increased likelihood of Certificate Realized Losses or Certificate Writedown Amounts.

Further, the final servicing rules promulgated by the CFPB to implement certain sections of the Dodd-Frank Act, effective January 10, 2014, require servicers to, among other things, make good faith early intervention efforts to notify delinquent mortgagors of loss mitigation options and, to the extent that loss mitigation options are offered to mortgagors, to implement loss mitigation procedures and if feasible, exhaust all loss mitigation options before initiating foreclosure. All of the Mortgage Loans secured by principal residences are subject to the CFPB servicing rules. It is possible that the Servicer’s failure to comply with these servicing protocols could adversely affect the value of the Certificates.

An October 2016 decision by the United States Court of Appeals for the District of Columbia Circuit in PHH Corporation, et al. v. Consumer Financial Protection Bureau ruled that the organizational structure of the CFPB violates the separation-of-powers provisions found in the U.S. Constitution. On February 16, 2017, the D.C. Circuit vacated this decision and granted the CFPB’s request for an en banc rehearing of the case. On January 31, 2018, sitting en banc, the U.S. Court of Appeals for the D.C. Circuit rejected the constitutional challenge to the structure of the CFPB, reversing the earlier decision from October 2016. On June 7, 2018, the CFPB issued an order dismissing the administrative proceedings and closed the case against PHH. On June 21, 2018, in Consumer Financial Protection Bureau et al. v. RD Legal Funding LLC et al., a judge in the U.S. District Court for the Southern District of New York found the CFPB to be unconstitutionally structured, directly contradicting the decision of the D.C. Circuit.

There also are legislative proposals in Congress which, among other proposed amendments to the Dodd-Frank Act, would significantly reform the CFPB's structure, authority and/or mandate. Congress passed legislation which was signed into law on May 24, 2018, to repeal certain provisions of the Dodd-Frank Act. As a result of these judicial and legislative actions, there is, and will continue to be, uncertainty regarding the nature of the going-forward impact of the Dodd-Frank Act and the CFPB on the residential mortgage lending and mortgage-backed securities markets.

Governmental Actions May Affect Servicing of Mortgage Loans and May Limit the Servicer's Ability to Foreclose

The federal government, state and local governments, consumer advocacy groups and others continue to urge servicers to be aggressive in modifying mortgage loans to avoid foreclosure, and federal, state and local governmental authorities have enacted and continue to propose numerous laws, regulations and rules relating to mortgage loans generally, and foreclosure actions particularly. For example, the CFPB released final rules relating to mortgage servicing, which became effective on January 10, 2014, that prohibit a servicer from, among other things, commencing a foreclosure until a mortgage loan secured by a principal residence is more than one hundred and twenty (120) days delinquent and could delay foreclosure even beyond that time period if the mortgagor applies for a loss mitigation option, such as a modification (e.g., interest payments on the Mortgage Loans could be reduced and, in certain instances, forgiveness of amounts due under the note). If the rate of modifications due to government actions increase it could have an adverse effect on the Certificates. The final rules, among other things, also require servicers to provide certain notices, follow specific procedures relating to loss mitigation and foreclosure alternatives and establish protocols such as assuring that the mortgagor be able to contact a designated person(s) at the servicer to facilitate communications. The expense of complying with these new CFPB servicing standards for a servicer may be substantial.

Any of these laws, regulations and rules may provide new defenses to foreclosure, insulate the Servicer from liability for modification of loans without regard to the terms of the Pooling and Servicing Agreement or result in limitations on upward adjustment of mortgage interest rates, reduced payments by mortgagors, permanent forgiveness of debt, increased prepayments due to the availability of government-sponsored refinancing initiatives and/or increased reimbursable servicing expenses. This may result in delays in payments on the Mortgage Loans and lead to increased Realized Losses and Certificate Writedown Amounts. In addition, these laws, regulations and rules may increase the likelihood of a modification of a Mortgage Loan with respect to a delinquent mortgagor rather than a foreclosure.

Several courts and state and local governments and their elected or appointed officials also have taken steps to slow the foreclosure process or prevent foreclosures altogether. A number of these laws have been enacted, including in California. These laws, regulations and rules will result in delays in the foreclosure process, and may lead to reduced payments by mortgagors or increased reimbursable servicing expenses. For example, on February 9, 2012, HUD, and attorneys general representing forty-nine (49) states and the District of Columbia reached a settlement agreement with five (5) large mortgage servicers in connection with servicing and foreclosure issues. Consent judgments implementing the agreement were filed in the U.S. District Court in Washington, D.C. in March 2012. The settlement agreement provides for financial relief for homeowners, including mortgage loan principal reduction, refinancing and increased benefits and protections for servicemembers and veterans, and requires a comprehensive reform of mortgage servicing practices for the five (5) servicers. It is possible that future actions against additional servicers will result in similar agreements with similar terms, or that regulations or rules enacted by the CFPB or other governmental entities could require a servicer to implement these types of reforms with respect to the Mortgage Loans. In addition, the State of California enacted in 2012 a "Homeowner's Bill of Rights", which requires similar changes in delinquent loan servicing and foreclosure procedures and creates a private right of action permitting mortgagors to bring legal actions against lenders who violate the law. Any such changes to the servicing procedures could lead to higher defaults by mortgagors on their Mortgage Loans and lower liquidation proceeds due to, among other things, higher servicing expenses and related Servicing Advances and therefore result in an increase in Certificate Realized Losses or reductions in yield.

As a result of COVID-19 or other national emergencies, additional legislative initiatives could be introduced and there can be no assurance what effect any such programs will have on the transaction parties, the performance of the Mortgage Loans or the Certificates.

Certificateholders will bear the risk that future regulatory and legal developments may result in losses on their Certificates. The effect on the Certificates will be likely more severe if any of these future legal and regulatory developments occur in one or more states in which there is a significant concentration of mortgaged properties.

The long-term impact of the Dodd-Frank Act and related current and future regulatory changes impacting the Mortgage Loans and the financial services industry in general will depend on a number of factors that are difficult to predict, including the ability to successfully implement any changes to business operations, changes in consumer behavior, and the Servicer's responses to the Dodd-Frank Act and related current and future regulatory changes.

Legislative or Regulatory Actions Could Adversely Affect Our Business Activities and the Trust

In addition to the Dodd-Frank Act and the possible reform of Freddie Mac and Fannie Mae discussed in this Offering Circular, our business operations and those of the Servicer may be adversely affected by other legislative and regulatory actions by federal, state, and local governments, including by legislation or regulatory action that changes the loss mitigation, pre-foreclosure, foreclosure and REO management and disposition processes. For example, various states and local jurisdictions have implemented mediation programs designed to bring servicers and mortgagors together to negotiate workout options. These actions could delay the foreclosure process, increase expenses, including by potentially delaying the final resolution of seriously delinquent mortgage loans and the disposition of non-performing assets, and lead to increased Realized Losses and Certificate Writedown Amounts. Freddie Mac and the Servicer could also be affected by any legislative or regulatory changes that would expand the responsibilities and liability of the Servicer and assignees for maintaining vacant properties prior to foreclosure. FHFA has required Freddie Mac to include a requirement in the Pooling and Servicing Agreement that mandates that the Servicer pursue foreclosure if it is unable to enter into an alternative to foreclosure or otherwise donate mortgage loans generally to a third party, despite the fact that the foreclosure process and resulting maintenance and disposition of the related REO property, including any liability and clean-up costs associated with a property, present a risk of ownership (e.g., environmental or similar owner/operator liability) that exceeds the value of the property. These laws and regulatory changes could significantly expand mortgage costs and liabilities leading to negative effects on the Trust. The Trust could also be affected by legislative or regulatory changes that require principal reductions or forgiveness, including through the bankruptcy process, which could also affect how we determine principal prepayments (e.g., if SPS is required to effect forgiveness with respect to certain delinquent Mortgage Loans, any such forgiven amount with respect to a Distribution Date could result in an increased amount of unscheduled principal (to the extent amounts are forgiven), which will lead to an increased amount of principal being paid on the related Certificates for such Distribution Date). These laws and regulations are sometimes created with little or no advance warning and Freddie Mac and the Servicer may have limited ability to participate in the legislative or regulatory process.

Several bills related to flood insurance have been introduced by Congress. Some of these proposals could limit Freddie Mac's ability to manage private flood insurer counterparty risks and set terms for private flood insurance policies. We have no ability to predict whether any similar legislation will be introduced in the future, or whether any such legislation would ultimately be enacted into law. Further, without knowing the specific content of any such future legislation, we are unable to predict what impact such legislation would have on Freddie Mac and the Certificates. Investors should be aware that any such legislation could negatively impact Freddie Mac and the investments in their Certificates. See "*Risk Factors — Risks Relating to Freddie Mac*".

In August 2014, the SEC adopted substantial revisions to Regulation AB and other rules regarding the offering process, disclosure and reporting for asset-backed securities. Among other things, the changes require (i) enhanced disclosure of loan level information at the time of securitization and on an ongoing basis, (ii) that the transaction agreements provide for review of the underlying assets by an independent asset representations reviewer if certain trigger events occur and (iii) periodic assessments of an asset-backed security issuer's continued ability to conduct shelf offerings. Also in August 2014, the SEC issued final rules encompassing a broad category of new and revised rules applicable to NRSROs. These rules include provisions that require (i) issuers or underwriters of rated asset-backed securities to furnish a Form ABS-15G that contains the findings and conclusions of reports of third-party due diligence providers, (ii) third-party due diligence providers to provide a form with certain information to NRSROs regarding their due diligence services, findings and conclusions, and a certification as to their review and (iii) NRSROs to make publicly available the forms provided by any third-party due diligence providers. In addition, pursuant to the Dodd-Frank Act, in October 2014, the SEC and other regulators adopted risk retention rules, effective for certain securitizations issued on or after December 24, 2015, that require, among other things, that a sponsor, its affiliate or

certain other eligible parties retain at least 5% of the credit risk underlying a non-exempt securitization, and in general prohibit the transfer or hedging of, and restrict the pledge of, the retained credit risk; the risk retention rules took effect on December 24, 2015 for non-exempt residential mortgage-backed securities transactions issued on or after such date, and on December 24, 2016 for all other non-exempt securitizations issued on or after such date. We cannot predict what effect these new rules will have on the marketability of asset-backed securities. See “*Description of the Mortgage Loans — Credit Risk Retention*” for a discussion of the application of these rules in this transaction and a discussion of why Freddie Mac will not retain credit risk pursuant to these risk retention rules.

Investors should be aware and in some cases are required to be aware of the due diligence requirements (the “**EU Due Diligence Requirements**”) which under Article 5 of Regulation (EU) 2017/2402 (the “**EU Securitization Regulation**”) apply to certain types of EU- and UK-regulated investors (“**Institutional Investors**”), including institutions for occupational retirement, credit institutions, alternative investment fund managers who manage and/or market alternative investment funds in the EU or the UK, certain investment firms, insurance and reinsurance undertakings and management companies of UCITS funds (or internally managed UCITS). Among other things, the EU Due Diligence Requirements restrict an Institutional Investor from investing in a securitization unless the Institutional Investor has verified that:

- (a) the originator, sponsor or original lender of the underlying exposures of the securitization grants all the credits giving rise to the underlying exposures on the basis of sound and well-defined criteria and clearly established processes for approving, amending, renewing and financing those credits and has effective systems in place to apply those criteria and processes to ensure that credit-granting is based on a thorough assessment of the obligor’s creditworthiness;
- (b) the originator, sponsor or original lender of the securitization (i) retains on an ongoing basis a material net economic interest which, in any event, shall not be less than 5%, determined in accordance with Article 6 of the EU Securitization Regulation (the “**EU Retention Requirement**”), and (ii) discloses the risk retention to Institutional Investors; and
- (c) the originator, sponsor or securitization special purpose entity has, where applicable, made available the information required by Article 7 of the EU Securitization Regulation in accordance with the frequency and modalities provided for in Article 7 of the EU Securitization Regulation.

Pursuant to Article 14 of Regulation (EU) 575/2013 (the “**CRR**”), EU credit institutions and investment firms subject to the CRR are required to satisfy the EU Due Diligence Requirements on a consolidated or sub-consolidated basis. In order that such EU and UK credit institutions and investment firms comply with Article 14 of the CRR, their subsidiaries (regardless of where they are established) which are consolidated for regulatory purposes must comply with the EU Due Diligence Requirements.

A failure by an Institutional Investor to comply with the EU Due Diligence Requirements may result in various penalties including, in the case of those investors subject to regulatory capital requirements, the imposition of a punitive capital charge in respect of the Certificates acquired by the relevant investor. Aspects of the EU Due Diligence Requirements and what is or will be required to demonstrate compliance to EU national regulators remain unclear.

None of the Issuer, Freddie Mac, the Underwriters the Securities Administrator, the Trust Agent, their respective affiliates or any other person intends to retain a material net economic interest in the securitization constituted by the issue of the Certificates in a manner that would satisfy the EU Risk Retention Requirement or to take any other action that may be required by Institutional Investors for the purposes of their compliance with the EU Due Diligence Requirements, and no such person assumes (i) any obligation to so retain or take any such other action or (ii) any liability whatsoever in connection with any Certificateholder’s non-compliance with the EU Due Diligence Requirements. Consequently, the Certificates are not a suitable investment for Institutional Investors. As a result, the price and liquidity of the Certificates in the secondary market may be adversely affected.

Following the end of the transitional period put in place in connection with the departure of the UK from the EU (currently scheduled to end on December 31, 2020), it is anticipated that UK investors will be required to be aware of due diligence requirements under the separate UK securitization regulatory regime which will apply from that time. It is anticipated that these requirements will be the same, or substantially the same, as the EU Due Diligence Requirements. It is not anticipated that the Issuer, Freddie Mac, the Underwriters, the Securities Administrator, the

Trust Agent, their respective affiliates or any other person will take any action which would satisfy the risk retention requirements under the separate UK securitization regulatory regime, or take any other action that may be required by UK institutional investors for the purposes of their compliance with the UK due diligence requirements. None of the Issuer, Freddie Mac, the Underwriters, the Securities Administrator, the Trust Agent, their respective affiliates or any other party to the transaction makes any representation to any prospective investor or purchaser of the Certificates regarding the regulatory treatment of their investment in the Certificates on the Closing Date or at any time in the future.

Investors should also independently assess and determine whether they are directly or indirectly subject to capital rules jointly promulgated by the Office of the Comptroller of the Currency, the Board of Governors of the Federal Reserve and the Federal Deposit Insurance Corporation (the “**FDIC**”). Any prospective investor that is subject to these rules should independently assess and determine its ability to comply with the regulatory capital treatment and reporting requirements that may be required with respect to the purchase of a Certificate and what impact any such regulatory capital treatment and reporting requirements may have on the liquidity or market value of the Certificates.

All of these legislative or regulatory actions could have a material adverse impact on the Certificateholders.

Risks Associated with the Investment Company Act

The Trust has not been registered with the SEC as an investment company pursuant to the Investment Company Act, in reliance of the exception provided in Section 3(c)(5)(C) of the Investment Company Act, although other exceptions may be applicable. The Trust has been structured with the intent that it not constitute a “covered fund” for purposes of the Volcker Rule under the Dodd-Frank Act.

If the SEC or a court of competent jurisdiction were to find that the Trust is required to register as an investment company under the Investment Company Act, but had failed to do so, possible consequences include, but are not limited to: (i) an application by the SEC to a district court to enjoin the violation; and (ii) any contract to which the Trust is party that is made in violation of the Investment Company Act or whose performance involves such violation may be deemed unenforceable by any party to the contract unless a court were to find that under the circumstances enforcement would produce a more equitable result than non-enforcement and would not be inconsistent with the purposes of the Investment Company Act. Should the Trust be subjected to any or all of the foregoing, the Trust and Certificateholders could be materially and adversely affected.

In December 2013, the banking regulators and other agencies principally responsible for banking and financial market regulation in the United States adopted final rules under the so-called Volcker Rule under the Dodd-Frank Act, which in general prohibits “banking entities” (as defined therein) from (i) engaging in proprietary trading, (ii) acquiring or retaining an ownership interest in or sponsoring certain “covered funds” (broadly defined to include any entity that would be an investment company under the Investment Company Act but for the exemptions provided in Section 3(c)(1) or 3(c)(7) thereof) and certain similar funds and (iii) entering into certain relationships with such funds.

Although the Trust does not rely upon the exemptions in Section 3(c)(1) or 3(c)(7) of the Investment Company Act for an exemption from being an investment company under the Investment Company Act, the general effects of the final rules implementing the Volcker Rule remain uncertain.

Any prospective investor in the Certificates, including a U.S. or foreign bank or an affiliate or subsidiary thereof, should consult its own legal advisors regarding such matters and other effects of the Volcker Rule and regulatory implementation.

Changes to the U.S. Federal Income Tax Laws Could Have an Adverse Impact on the Certificates

Numerous changes to the U.S. federal income tax laws were made in the Tax Cuts and Jobs Act enacted in 2017 (the “**Tax Cuts Act**”). The Tax Cuts Act includes a reduction of the home mortgage interest tax deduction and a limitation on the deductions for state and local taxes, which could reduce home affordability and adversely affect home prices nationally or in local markets. In addition, such limitations on deductions could increase taxes payable by certain borrowers, thereby reducing their available cash and adversely impacting their ability to make payments on the Mortgage Loans, which in turn, could cause a loss on the Certificates.

We cannot predict the long term impact of the Tax Cuts Act. Prospective investors are urged to consult their tax advisors regarding the effect of the changes to the U.S. federal tax laws prior to purchasing the Certificates.

Violation of Various Federal, State and Local Laws May Result in Losses on the Mortgage Loans

Applicable state and local laws generally regulate interest rates and other charges, require specific disclosure and require licensing of the originator. In addition, other state and local laws, public policy and general principles of equity relating to the protection of consumers, unfair and deceptive practices and debt collection practices may apply to the origination, servicing and collection of the Mortgage Loans.

The Mortgage Loans are also subject to federal laws, including:

- TILA;
- the Homeownership and Equity Protection Act (“**HOEPA**”), as amended by the Dodd-Frank Act, and state, county and municipal “high cost” laws and ordinances enacted to combat predatory or abusive lending;
- the Equal Credit Opportunity Act and Regulation B promulgated thereunder, which prohibit discrimination on the basis of age, race, color, sex, religion, marital status, national origin, receipt of public assistance or the exercise of any right under the Consumer Credit Protection Act, in the extension of credit;
- the Fair Credit Reporting Act, which regulates the use and reporting of information related to the mortgagor’s credit experience; and
- the Real Estate Settlement and Procedures Act (“**RESPA**”), as amended, and Regulation X promulgated thereunder, which impose requirements pertaining to the (a) disclosure of certain terms of mortgage loans prior to origination and during the servicing life of the loan, and (b) mitigation and foreclosure activities, among other requirements.

Depending on the provisions of the applicable law and the specific facts and circumstances involved, violations of these federal or state laws, policies and principles may limit the ability to collect all or part of the principal or interest on the Mortgage Loans, may result in a defense to foreclosure or an “unwinding” or rescission of the Mortgage Loans and may entitle the mortgagor to a refund of amounts previously paid, which may reduce the Liquidation Proceeds received with respect to a Mortgage Loan and therefore, may, absent repurchase of the Mortgage Loan by the Seller, or an indemnification payment by the Seller, increase the Realized Losses allocated to the Certificates. See “*Certain Legal Aspects of the Mortgage Loans*”.

Risks Relating to Freddie Mac

In addition to the risks relating to Freddie Mac set forth below, investors should carefully consider the risk factors set forth in our Annual Report on Form 10-K for the year ended December 31, 2019, which is incorporated in this Offering Circular by reference.

The Conservator May Repudiate Freddie Mac’s Contracts, Including Its Guarantee and Other Obligations Related to the Offered Certificates

On September 6, 2008, the FHFA was appointed Freddie Mac’s conservator by the FHFA director. See “*Freddie Mac — Conservatorship and Related Matters*”. The conservator has the right to transfer or sell any asset or liability of Freddie Mac, including its Guarantee obligation, without any approval, assignment or consent. If the conservator were to transfer Freddie Mac’s Guarantee obligation to another party, holders of the Offered Certificates would have to rely on that party for the satisfaction of the Guarantee obligation and would be exposed to the credit risk of that party. Freddie Mac is also the Seller and as such has certain obligations to repurchase Mortgage Loans or make indemnification payments in the event of Material Breaches of certain representations or warranties. If the conservator were to transfer Freddie Mac’s repurchase and indemnification obligations as Seller to another party, holders of the

Certificates would have to rely on that party for satisfaction of such repurchase and indemnification obligations and would be exposed to credit risk of that party.

Future Legislation and Regulatory Actions Will Likely Affect the Role of Freddie Mac

Future legislation will likely materially affect the role of Freddie Mac, its business model, its structure and future results of operations. Some or all of Freddie Mac's functions could be transferred to other institutions, and it could cease to exist as a stockholder-owned company or at all.

On February 11, 2011, the Obama administration delivered a report to Congress that laid out the administration's plan to reform the U.S. housing finance market, including options for structuring the government's long-term role in a housing finance system in which the private sector is the dominant provider of mortgage credit. The report recommended winding down Freddie Mac and Fannie Mae, stating that the administration would work with FHFA to determine the best way to responsibly reduce the role of Freddie Mac and Fannie Mae in the market and ultimately wind down both institutions. The report also recommended using a combination of policy levers to wind down Freddie Mac and Fannie Mae, shrink the government's footprint in housing finance, and help bring private capital back to the mortgage market, including: (i) increasing guarantee fees; (ii) increasing private capital ahead of Freddie Mac and Fannie Mae guarantees and phasing in a 10% down payment requirement; (iii) reducing conforming loan limits; and (iv) winding down Freddie Mac and Fannie Mae's investment portfolios. On March 27, 2019, President Trump issued a memorandum on federal housing finance reform. The President directed the Secretary of the Treasury to develop a plan for administrative and legislative reforms as soon as practicable to achieve housing reform goals that include the following: ending the conservatorships of Freddie Mac and Fannie Mae; facilitating competition in the housing finance market; establishing regulation of Freddie Mac and Fannie Mae that safeguards their safety and soundness and minimizes the risks they pose to the financial stability of the United States; and providing that the federal government is properly compensated for any explicit or implicit support it provides to Freddie Mac and Fannie Mae. On September 5, 2019, pursuant to the presidential memorandum on federal housing finance reform, the Treasury released its housing reform plan. At this time we have no ability to predict what regulatory and legislative policies or actions the Trump administration (including its stated intention to take action on federal housing policy), Congress or FHFA will pursue with respect to Freddie Mac.

In addition to legislative actions, FHFA has expansive regulatory authority over Freddie Mac, and the manner in which FHFA will use its authority in the future is unclear. FHFA could take a number of regulatory actions that could materially adversely affect Freddie Mac, such as changing or reinstating current capital requirements, which are not binding during conservatorship.

FHFA Could Terminate the Conservatorship by Placing Freddie Mac into Receivership, Which Could Adversely Affect Our Guarantee and Other Performance under the Pooling and Servicing Agreement

Under the Reform Act, FHFA must place us into receivership if the director of FHFA makes a determination in writing that our assets are, and for a period of sixty (60) days have been, less than our obligations, or if we are not, and for a period of sixty (60) days have not been, generally paying our debts as they become due. FHFA has notified us that the measurement period for any mandatory receivership determination with respect to our assets and obligations would commence no earlier than the SEC public filing deadline for its quarterly or annual financial statements and would continue for sixty (60) days after that date.

In addition, Freddie Mac could be put into receivership at the discretion of the director of FHFA at any time for other reasons, including conditions that FHFA has already asserted existed at the time Freddie Mac was placed into conservatorship. These include: a substantial dissipation of assets or earnings due to unsafe or unsound practices; the existence of an unsafe or unsound condition to transact business; an inability to meet its obligations in the ordinary course of business; a weakening of its condition due to unsafe or unsound practices or conditions; critical undercapitalization; the likelihood of losses that will deplete substantially all of its capital; or by consent. A receivership would terminate the conservatorship. The appointment of FHFA (or any other entity) as Freddie Mac's receiver would terminate all rights and claims that its creditors may have against Freddie Mac's assets or under its charter arising as a result of their status as creditors, other than the potential ability to be paid upon Freddie Mac's liquidation. Unlike a conservatorship, the purpose of which is to conserve Freddie Mac's assets and return it to a sound

and solvent condition, the purpose of a receivership is to liquidate Freddie Mac's assets and resolve claims against Freddie Mac.

In the event of a liquidation of Freddie Mac's assets, there can be no assurance that there would be sufficient proceeds to pay the secured and unsecured claims of the company, repay the liquidation preference of any series of its preferred stock or make any distribution to the holders of its common stock. To the extent that Freddie Mac is placed in receivership and does not or cannot fulfill its guarantee or other contractual obligations to the holders of its mortgage-related securities, including the Certificates, such holders could become unsecured creditors of Freddie Mac with respect to claims made under Freddie Mac's guarantee or its other contractual obligations.

As receiver, FHFA could repudiate any contract entered into by us prior to its appointment as receiver if FHFA determines, in its sole discretion, that performance of the contract is burdensome and that repudiation of the contract promotes the orderly administration of our affairs. The Reform Act requires that any exercise by FHFA of its right to repudiate any contract occur within a reasonable period following its appointment as receiver.

If FHFA, as receiver, were to repudiate our obligations under the Pooling and Servicing Agreement, the receivership estate would be liable for actual direct compensatory damages as of the date of receivership under the Reform Act. Any such liability could be satisfied only to the extent that our assets were available for that purpose.

Moreover, if Freddie Mac's Guarantee obligations were repudiated, distributions to the holders of the Offered Certificates would be reduced to the extent of Interest Deficiency Amounts and Principal Deficiency Amounts otherwise payable by Freddie Mac as Guarantor on the Offered Certificates arising on any Distribution Date subsequent to such repudiation. Any actual direct compensatory damages owed as a result of the repudiation of Freddie Mac's Guarantee obligations may not be sufficient to offset any shortfalls experienced by the holders of the Offered Certificates.

During a receivership, certain rights of the holders of the Certificates under the Pooling and Servicing Agreement may not be enforceable against FHFA, or enforcement of such rights may be delayed.

The Reform Act also provides that no person may exercise any right or power to terminate, accelerate or declare an event of default under certain contracts to which we are a party, or obtain possession of or exercise control over any property of ours, or affect any contractual rights of ours, without the approval of FHFA as receiver, for a period of ninety (90) days following the appointment of FHFA as receiver.

Freddie Mac is Dependent Upon the Support of Treasury

We are dependent upon the continued support of Treasury in order to continue operating our business. Our ability to access funds from Treasury under the Purchase Agreement is critical to keeping us solvent and avoiding appointment of a receiver by FHFA under statutory mandatory receivership provisions. Any deterioration in our financial position and any discontinued support of the Treasury could result in Realized Losses and Certificate Writedown Amounts being allocated to the Offered Certificates, in the absence of the Guarantee. See "*Freddie Mac — Purchase Agreement, Warrant and Senior Preferred Stock*".

Freddie Mac's Changes in Business Practices May Negatively Impact the Certificateholders

Freddie Mac has a set of policies and procedures that it follows in the normal course of its business, which are generally described in this Offering Circular. Freddie Mac has indicated that certain of these practices are subject to change over time, as a result of changes in the economic environment and as a result of regulatory changes and changes in requirements of its regulators, or its Conservator, among other reasons. See "*Freddie Mac — General*" and "*— Conservatorship and Related Matters*". In undertaking any changes to its practices or its policies and procedures, Freddie Mac may exercise complete discretion and may undertake changes that negatively impact the Certificateholders in pursuing other interests, including, but not limited to, minimizing losses for the taxpayers and complying with requirements put forth by its regulators, among others.

Investment Factors and Risks Related to the Certificates

The Offered Certificates May Not Be Repaid in Full

The Offered Certificates do not represent obligations (or interests in obligations) of any person or entity other than the Trust and Freddie Mac and do not represent a claim against any assets other than those of the Trust. No governmental agency or instrumentality other than Freddie Mac will guarantee or insure payment on the Offered Certificates. If the Trust or Freddie Mac is unable to make distributions on the Offered Certificates, no other assets will be available to you for payment of the deficiency, and you will bear the resulting loss.

Credit Support Available From the Subordinate Certificates Is Limited and May Not Be Sufficient to Prevent Loss on Your Certificates

Although subordination provided by the Subordinate Certificates is intended to reduce the risk of exposure of the Offered Certificates to the allocation of Realized Losses and Certificate Writedown Amounts, the amount of such subordination will be limited and may decline under certain circumstances described in this Offering Circular.

If we were to experience significant financial difficulties, or if FHFA placed us in receivership and our guarantor obligation was repudiated as described above in “— *Risks Relating to Freddie Mac*,” the holders of the Offered Certificates may suffer losses as a result of the various contingencies described in this “*Risk Factors*” section and elsewhere in this Offering Circular. The Offered Certificates, including interest thereon, are not guaranteed by the United States and do not constitute debts or obligations of the United States or any agency or instrumentality of the United States other than the guarantee obligations of Freddie Mac.

Moreover, certain principal payments on the Mortgage Loans may be distributed to Certificateholders as interest, thereby eliminating or reducing interest shortfalls to the Class M Certificates. See “*Description of the Certificates — Principal — Allocation of Principal Remittance Amount*”. Any such principal payments on the Mortgage Loans that are remitted to Certificateholders in the form of interest may result in Certificate Writedown Amounts being allocated to the most junior outstanding Subordinate Certificates, thereby reducing credit support to the Offered Certificates.

Changes in the Market Value of the Certificates May Not Be Reflective of the Performance or Anticipated Performance of the Mortgage Loans

The market value of the Certificates may be volatile (particularly in light of the unknown impact of COVID-19). These market values can change rapidly and significantly and changes can result from a variety of factors. However, a decrease in market value may not necessarily be the result of deterioration in the performance or anticipated performance of the Mortgage Loans. For example, changes in interest rates, perceived risk, supply and demand for similar or other investment products, accounting standards, capital requirements that apply to regulated financial institutions and other factors that are not directly related to the Mortgage Loans can adversely and materially affect the market value of the Certificates.

Legal and Regulatory Provisions Affecting Investors Could Adversely Affect the Liquidity of the Certificates, Which May Limit Investors’ Ability to Sell the Certificates

We note that regulatory or legislative provisions applicable to certain investors may have the effect of limiting or restricting their ability to hold or acquire securities such as the Certificates, which in turn may adversely affect the ability of investors in the Certificates who are not subject to those provisions to resell their Certificates in the secondary market. For example, Section 619 of the Dodd-Frank Act added a provision, commonly referred to as the “**Volcker Rule**”, to federal banking laws to generally prohibit various covered banking entities from, among other things, engaging in proprietary trading in securities and derivatives, subject to certain exemptions. The Volcker Rule restricts certain purchases or sales of securities generally and derivatives by banking entities if conducted on a proprietary trading basis. The Volcker Rule’s provisions may adversely affect the ability of banking entities to purchase and sell the Certificates.

The appropriate characterization of the Certificates under various legal investment restrictions, and the ability of investors subject to those restrictions to purchase the Certificates, may be subject to significant interpretive uncertainties. No representation is made as to the proper characterization of the Certificates for legal investment

purposes, or for risk-weighting, securities valuation, regulatory accounting or other financial institution regulatory regimes of the National Association of Insurance Commissioners, any state insurance commissioner, any federal or state banking authority or any other regulatory body. No representation is made as to the ability of particular investors to purchase Certificates under applicable legal investment restrictions.

Changes in Accounting Rules May Affect You

The Financial Accounting Standards Board recently adopted changes to the accounting standards for investments, such as securities, in interests in securitization vehicles such as the Trust. These changes, and any other future changes in accounting standards, may affect the manner in which you must account for your investment in any securities and, under some circumstances, may require that you consolidate the entire Issuer on your balance sheet. We expect that you will consult your accounting advisors to determine the effect that accounting standards, including the recent changes, may have on you. We make no representation regarding the treatment of any securities or the Trust for purposes of any accounting standards.

The Offered Certificates May be Retired Early

The Certificates may be retired early if the Optional Termination right is exercised as described under “*Summary of Terms — Optional Termination*”. Any such Optional Termination may result in the receipt of principal on the Certificates prior to the Stated Final Distribution Date or the date anticipated by investors and may reduce prospective investors’ yield or cause prospective investors to incur losses on investments in the Certificates.

The Offered Certificates Will Not Be Rated by a Rating Agency on the Closing Date

We have not engaged any nationally recognized statistical rating organization (“NRSRO”) to rate the Offered Certificates on the Closing Date and we have no intention to do so in the future. The lack of a rating reduces the potential liquidity of the Offered Certificates and thus may affect the market value of such Offered Certificates. In addition, the lack of a rating may reduce the potential for, or increase the cost of, financing the purchase and/or holding of the Offered Certificates. An unsolicited rating could be assigned to the Offered Certificates at any time, including prior to the Closing Date, and none of Freddie Mac, the Underwriters or any affiliates of the Underwriters will have any obligation to inform you of any such unsolicited rating.

There is the possibility of unsolicited rating by one or more NRSROs in the future. Such rating could also adversely affect the market value of the Offered Certificates.

Moreover, we expect to have the Class M Certificates rated as described herein and those ratings may not reflect the potential impact of all risks related to the structure of, or the market for such Certificates, or the additional factors discussed herein and other factors that may affect the value of the Certificates. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the Rating Agencies.

There May be Limited Liquidity of the Certificates, Which May Limit Investors’ Ability to Sell the Certificates

The Certificates will constitute classes of securities issued in the fifteenth transaction of this type by Freddie Mac involving re-performing mortgage loans. The Certificates are not required to be listed on any national securities exchange or traded on any automated quotation systems of any registered securities association. The Underwriters will have no obligation to make a market in the Certificates. As a result, there can be no assurance as to the liquidity of the market that may develop for the Certificates, or if it does develop, that it will continue. It is possible that investors who desire to sell their Certificates in the secondary market may find no or few potential purchasers and experience lower resale prices than expected. Investors who desire to obtain financing for their Certificates similarly may have difficulty obtaining any credit or credit with satisfactory interest rates which may result in lower leveraged yields and lower secondary market prices upon the sale of the Certificates.

We make no representation as to the proper characterization of the Certificates for legal investment, regulatory, financial reporting or other purposes, as to the ability of particular investors to purchase the Certificates under applicable legal investment or other restrictions or as to the consequences of an investment in the Certificates for such purposes or under such restrictions. The liquidity of trading markets for the Certificates may also be adversely affected

by general declines or disruptions in the credit markets (including the market disruptions caused by COVID-19). Such market declines or disruptions could adversely affect the liquidity of and market for the Certificates independent of the credit performance of the Mortgage Loans. We have no obligation to continue to issue securities similar to the Certificates or with similar terms. FHFA may require us to discontinue issuing such securities or require that alternative risk sharing transactions be effected, thereby affecting the development of the market for the Certificates.

The Ability to Exchange the Exchangeable Certificates and/or MACR Certificates May Be Limited

An investor must own the right classes in the right proportions to enter into any exchange involving MACR Certificates. If you do not own the right classes, you may not be able to obtain them because:

- The owner of a Class that you need for an exchange may refuse or be unable to sell that Class to you at a reasonable price or at any price.
- Principal payments over time will decrease the amounts available for exchange.

Your ability to exchange Exchangeable Certificates and/or MACR Certificates is limited to certain periods of time during the month. See “*Description of the Certificates — Exchange Procedures*”.

Investors Have No Direct Right to Enforce Remedies

Certificateholders (including Freddie Mac, other than in its capacities as Trustee and Guarantor) do not have the right to institute any action against the Servicer. As long as a Guarantor Nonpayment Event does not exist and the Guarantee Expiration Date has not passed, the Voting Rights with respect to any Guaranteed Certificates will be vested in Freddie Mac, in its capacity as the Guarantor of the Guaranteed Certificates. Any proposed measure requiring consent of Certificateholders of the Guaranteed Certificates may not be successful since Freddie Mac, as the Guarantor, could block such action, suit, amendment or proceeding. If a Servicer Event of Default were to occur, and a Guarantor Nonpayment Event does not exist, then Freddie Mac may direct the Trustee to terminate all rights and obligations of the Servicer under the Pooling and Servicing Agreement. The Subordinate Certificates will only have rights upon a Servicer Event of Default if a Guarantor Nonpayment Event exists or the Guarantee Expiration Date has passed. The Interest Only Certificates will not be entitled to any Voting Rights and therefore will not have the ability to execute any rights with respect to matters arising under the Pooling and Servicing Agreement.

These provisions may limit your personal ability to enforce the provisions of the Pooling and Servicing Agreement. In no event will the Certificateholders have the right to direct the Trustee or the Guarantor to investigate the Servicer, to inspect the mortgage loan files or servicing files, or to review whether or not a breach of a representation or warranty has occurred. Investors should consider that the exercise of such rights by other Certificateholders may have an adverse effect on their investments.

Legality of Investment

Each prospective investor in the Certificates is responsible for determining for itself whether it has the legal power, authority and right to purchase such Certificates. None of Freddie Mac, the Underwriters or any of their respective affiliates expresses any view as to any prospective investor’s legal power, authority or right to purchase the Certificates. Prospective investors are urged to consult their own legal, tax and accounting advisors as to such matters. See “*Legal Investment*” for additional information.

Suitability

Because (i) no information is available regarding the origination of the Mortgage Loans and only limited information is available with respect to the modification of the Mortgage Loans and (ii) for the other reasons described herein, the yields and the aggregate amount and timing of payments on the Certificates may be subject to material variability from period to period and over the lives of the Certificates. An investment in the Certificates involves substantial risks and uncertainties and should only be considered by sophisticated institutional investors with substantial investment experience with similar types of securities and with the financial ability to absorb a substantial loss on such investment.

Rights of Certificate Owners May Be Limited by Book-Entry System

All of the Certificates, other than the Mortgage Insurance Certificate and Residual Certificates, will be issued as Book-Entry Certificates and will be held through the book-entry system of DTC, and, as applicable, Euroclear and Clearstream. Transactions in the Book-Entry Certificates generally can be effected only through DTC and Participants (including Euroclear and Clearstream or their respective nominees or depositaries). As a result:

- investors' ability to pledge the Certificates to entities that do not participate in the DTC, Euroclear or Clearstream system, or to otherwise act with respect to the Certificates, may be limited due to the lack of a physical certificate for such Certificates,
- under a book-entry format, an investor may experience delays in the receipt of distributions, because distributions will be made by the Securities Administrator to DTC, Euroclear or Clearstream and not directly to an investor,
- investors' access to information regarding the Certificates may be limited because transmittal of notices and other communications by DTC to its participating organizations and directly or indirectly through those participating organizations to investors will be governed by arrangements among them, subject to applicable law, and
- you may experience delays in your receipt of distributions on Book-Entry Certificates in the event of misapplication of distributions by DTC, DTC participants or indirect DTC participants or bankruptcy or insolvency of those entities, and your recourse will be limited to your remedies against those entities.

For a more detailed discussion of the Book-Entry Certificates, see "*Description of The Certificates — Form, Registration and Transfer of the Certificates*".

Tax Characterization of the Certificates

The Exchangeable Certificates (along with the Class M Certificates) will represent ownership of the "regular interests" in the REMIC Pool and, in the case of the Class M and Class B-IO Certificates, certain other rights or obligations for U.S. federal income tax purposes. In general, regular interests in a REMIC are taxed as debt instruments for U.S. federal income tax purposes under the Code. See "*Certain Federal Income Tax Consequences*" for additional information.

Downgrade of Long-term Ratings of Eurozone Nations and the United States May Adversely Affect the Market Value of the Certificates

In response to the economic situation facing the Eurozone, based on factors including tightening credit conditions, higher risk premiums on Eurozone sovereigns and disagreement among European policy makers as to how best to address the declining market confidence with respect to the Eurozone, on January 13, 2012, Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("**S&P**"), downgraded the long-term credit ratings on nine members of the Eurozone, including Austria, Cyprus, France, Italy, Malta, Portugal, Slovakia, Slovenia and Spain. In addition, on October 10, 2014, S&P downgraded Finland's sovereign debt rating to AA+ from AAA, citing weak economic development and on January 26, 2015, S&P downgraded Russia's sovereign debt rating to BB+ from BBB-, citing the Russian Federation's weakened monetary policy flexibility and economic growth prospects. Also, on August 5, 2011, S&P lowered the long-term sovereign credit rating of U.S. government debt obligations from AAA to AA+ and on August 8, 2011, S&P downgraded the long-term credit ratings of U.S. government-sponsored enterprises. In addition, on January 31, 2020, the United Kingdom exited the Eurozone. As a result, S&P downgraded the United Kingdom's credit rating to AA and Fitch changed its rating to AA-. It is uncertain what effect the exit from the Eurozone will have on the remaining countries in the Eurozone or on the value or liquidity of the Offered Certificates.

These actions initially had an adverse effect on financial markets and although we are unable to predict the longer-term impact on such markets and the participants therein, it might be materially adverse to the value of the Certificates.

Changes to, or Elimination of, LIBOR Could Adversely Affect Your Investment in the Certificates

On July 27, 2017, the U.K. Financial Conduct Authority (the “FCA”) announced its intention to cease sustaining LIBOR after 2021. The FCA indicated that it does not intend to sustain LIBOR through using its influence or legal powers beyond that date. It is possible that ICE Benchmark Administration Limited (“ICE”) and the panel banks could continue to produce LIBOR on the current basis after 2021, if they are willing and able to do so, but we cannot assure you that LIBOR will survive in its current form, or at all. In the event a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, we have adopted the Benchmark Replacement provisions described in this Offering Circular under *“Description of the Certificates - Benchmark Replacement Provisions”* for determining an alternative reference rate for (i) the Certificates, if any, with Class Coupons based on LIBOR and (ii) the interest to be paid to the Guarantor for a Guarantor Maturity Payment, if any, which provisions are based in part on the recommended terms applicable to new issuances of LIBOR-based floating rate securities (the “**ARRC Endorsed Terms**”) as recommended by the Alternative Rates Committee convened by the Federal Reserve Board (the “**ARRC**”), though such terms were not adopted in full. For example, among other deviations, if the Guarantor determines that any Benchmark Replacement or Benchmark Replacement Adjustment is not administratively feasible in its sole judgment, whether due to technical, administrative or operational issues, then such alternative index will be deemed not to be determinable, and none of the ARRC Endorsed Terms relating to the use of an “interpolated” benchmark replacement are incorporated into the Benchmark Replacement provisions described in this Offering Circular under *“Description of the Certificates - Benchmark Replacement Provisions”*. These Benchmark Replacement provisions generally rely on actions to be taken by regulators or the ARRC; however, there can be no assurance whether or when those actions will be taken. Further, there can be no assurance that these actions or related events will be sufficient to trigger a change from LIBOR to an alternative index in all circumstances where LIBOR is no longer representative of market interest rates, or that Benchmark Transition Events for (i) the Certificates, if any, with Class Coupons based on LIBOR and (ii) the interest to be paid to the Guarantor for a Guarantor Maturity Payment, if any, will align with similar events in the market generally or in other parts of the financial markets, such as the derivatives market. In addition, we can provide no assurance that any alternative reference rate determined in accordance with the Benchmark Replacement provisions described in this Offering Circular under *“Description of the Certificates - Benchmark Replacement Provisions”* will yield the same or similar economic results over the lives of any affected Classes of Certificates relative to the results that would have occurred under LIBOR or any other reference rate.

The Benchmark Replacement provisions described in this Offering Circular under *“Description of the Certificates - Benchmark Replacement Provisions”* provide for various alternative benchmarks based on availability: the first alternative is Term SOFR, the second alternative is Compounded SOFR, the fourth alternative is the ISDA Fallback Rate and the third and fifth alternatives are not currently specified. The Secured Overnight Financing Rate, or “SOFR,” is a secured, risk-free rate that is calculated based on different criteria than LIBOR, which is an unsecured rate reflecting counterparty risk. Accordingly, SOFR and LIBOR may diverge, particularly in times of macroeconomic stress. Since the initial publication of SOFR in April 2018, daily changes in SOFR have at times been more volatile than daily changes in comparable benchmark or market rates, and, over the lives of any Certificates, SOFR may diverge from historical or indicative data. Term SOFR, which is the first alternative benchmark, is expected to be a prospective term rate based on SOFR. Term SOFR is currently in development and no assurance can be provided that its development will be completed. If Term SOFR is not available as of the Benchmark Replacement Date, the next alternative benchmark is Compounded SOFR. Compounded SOFR is a retrospective rate generally calculated using actual rates during the related interest accrual period, and at times may also diverge from LIBOR. If a Benchmark Replacement other than Term SOFR is chosen because Term SOFR is not initially available, Term SOFR will become the Benchmark Replacement if it later becomes available, which could lead to further volatility in the interest rates for (i) the Certificates, if any, with Class Coupons based on LIBOR and (ii) the interest to be paid to the Guarantor for a Guarantor Maturity Payment, if any. Moreover, a Benchmark Replacement Adjustment will be applied to compensate for the foregoing effects of any Benchmark Replacement. However, no assurance can be provided that any Benchmark Replacement Adjustment will be sufficient to produce the economic equivalent of the then-current benchmark, either at the Benchmark Replacement Date or over the lives of any Certificates. Additionally, we cannot anticipate how long it will take us to develop the systems and processes necessary to adopt a specific Benchmark Replacement, which may delay and contribute to uncertainty and volatility surrounding any Benchmark transition for (i) the Certificates, if any, with Class Coupons based on LIBOR and (ii) the interest to be paid to the Guarantor for a Guarantor Maturity Payment, if any.

The Guarantor will have discretion with respect to certain elements of the benchmark replacement process, including determining whether a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, determining which Benchmark Replacement is available, determining the earliest practicable index determination date for using the Benchmark Replacement, selecting a Benchmark Replacement in the event Term SOFR or Compounded SOFR is unavailable, determining a Benchmark Replacement Adjustment (if not otherwise determined by applicable governing bodies or authorities) and making Benchmark Replacement Conforming Changes (including potential changes affecting the business day convention and index determination date). If the Guarantor determines, in its sole discretion, that an alternative index is not administratively feasible, including as a result of technical, administrative or operational issues, then such alternative index will be deemed to be unable to be determined as of such date. The Guarantor may determine an alternative to not be administratively feasible even if such rate has been adopted by other market participants in similar products and any such determination may adversely affect the return on the Certificates, the trading market for such Certificates and the value of such Certificates. Furthermore, if the Guarantor selects an alternative index on any date as a result of its determination that an alternative that is higher in the applicable list of alternatives is not administratively feasible to determine as of such date and such higher alternative subsequently becomes administratively feasible (as determined by us in the Guarantor's sole discretion) then the Guarantor may elect to replace the previously selected alternative with such alternative that is higher in the applicable list of alternatives. Any such election will be at the Guarantor's sole discretion and such election may adversely affect the return on the Certificates, the trading market for such Certificates and the value of such Certificates. None of the foregoing determinations, or the application thereof to payment calculations on (i) the Certificates, if any, with Class Coupons based on LIBOR and (ii) the interest to be paid to the Guarantor for a Guarantor Maturity Payment, if any, will be subject to the approval of Certificateholders.

The Use of an Alternative Method or Index in Place of LIBOR for Determining Monthly Interest Rates May Result in Adverse Tax Consequences with respect to the Certificates, if any, with Class Coupons Based on LIBOR

In the absence of guidance from the IRS, the tax consequences of the designation of an alternative method or index in place of LIBOR for determining monthly interest rates are unclear. It is possible that if the Guarantor elects to designate an alternative method or index, such designation could be treated as a Significant Modification of the Certificates, if any with Class Coupons based on LIBOR, which may result in a deemed taxable exchange of such Certificates and the realization of gain or loss. Proposed regulations on which we may rely were released on October 8, 2019 and pursuant to which a designation of an alternative method or index may not be treated as a Significant Modification if certain conditions are met. We intend to take reasonable efforts to meet such conditions, although no assurance can be given that the designation of an alternative method or index will not result in a Significant Modification of the Certificates, if any with Class Coupons based on LIBOR. See "Certain Federal Income Tax Consequences — Adoption of an Alternative Index".

The Interests of Freddie Mac, the Underwriters and Others May Conflict With and be Adverse to the Interests of the Certificateholders

The Relationships Among Freddie Mac, Servicers and Sellers are Multifaceted and Complex

We have various multifaceted and complex relationships with our servicers and sellers. This complexity increased as a result of the economic conditions experienced in 2007 and the periods that followed and as a result of disputes regarding various matters, including responsibility for deteriorations in the value of mortgage loans and mortgage securities. We purchase a significant portion of our mortgage loans from several sellers. These sellers are among the largest mortgage loan originators in the U.S. Further, we have many other relationships with these parties or their affiliates, including as counterparties to debt funding and derivative transactions. These various relationships can create circumstances, including disputes, that result in interests and incentives that are or may be inconsistent with or adverse to the interests of holders of mortgage securities, including the Certificates.

Interests of Freddie Mac May Not be Aligned With the Interests of the Certificateholders

In connection with the Certificates, we act in multiple roles - Sponsor, Seller, Trustee and Guarantor. The Pooling and Servicing Agreement provides that in determining whether a Mortgage Loan is to be repurchased from the mortgage pool, Freddie Mac, as Seller, is entitled to appeal the Independent Reviewer's determination of whether a

Material Breach has occurred and the amount of the Loss Estimate Amount. In our capacities as Trustee and Guarantor, we may consider factors as we deem appropriate, including the reduction of administrative costs (in the case of the Trustee or as Guarantor exercising oversight of the Servicer) and possible exposure under our guarantee (in the case of the Guarantor). There is no independent third party engaged with respect to the Certificates to monitor and supervise our activities in our various roles. In connection with our roles as Seller and Guarantor, we may take certain actions with respect to Mortgage Loans that may adversely affect Certificateholders. For example, we may repurchase Mortgage Loans in certain situations. A Mortgage Loan repurchase will be treated as a prepayment in full of the Mortgage Loan being repurchased and will increase the prepayment speeds of Certificates. See “*The Pooling and Servicing Agreement — Mortgage Loan Representations and Warranties and Breach Review*”.

Our interests in conducting our business and as Guarantor of the Offered Certificates may be adverse to the interests of the Certificateholders. Freddie Mac, through the issuance of the Subordinate Certificates is transferring certain credit risk that it would otherwise bear with respect to the Mortgage Loans to the extent that the Subordinate Certificates are subject to absorbing Realized Losses and Certificate Writedown Amounts as described in this Offering Circular.

Freddie Mac may retain Certificates on the Closing Date and may, from time to time, sell such retained Certificates. Freddie Mac’s interest in selling such retained Certificates may be adverse to the interests of the Certificateholders. See “*Description of the Certificates – Certificates Acquired or Retained by Freddie Mac.*”

Potential Conflicts of Interest of the Underwriters and their Affiliates

The activities of the Underwriters and their respective affiliates may result in certain conflicts of interest. The Underwriters and their affiliates may retain or own in the future Classes of Certificates, and any voting interest of those Classes could be exercised by them in a manner that could adversely impact the Certificates. The Underwriters and their affiliates may invest or take long or short positions in securities or instruments, including the Certificates, that may be different from your position as an investor in the Certificates. If that were to occur, such Underwriter’s or its affiliate’s interests may not be aligned with your interests in Certificates you acquire.

The Underwriters and their respective affiliates include broker-dealers whose business includes executing securities and derivative transactions on their own behalf as principals and on behalf of clients. Accordingly, the Underwriters and their respective affiliates and clients acting through them from time to time buy, sell or hold securities or other instruments, which may include one or more Classes of the Certificates, and do so without consideration of the fact that the Underwriters acted as Underwriters for the Certificates. Such transactions may result in the Underwriters and their respective affiliates and/or their clients having long or short positions in such instruments. Any such short positions will increase in value if the related securities or other instruments decrease in value. Further, the Underwriters and their respective affiliates may (on their own behalf as principals or for their clients) enter into credit derivative or other derivative transactions with other parties pursuant to which they sell or buy credit protection with respect to one or more of the Certificates. The positions of the Underwriters and their respective affiliates or their clients in such derivative transactions may increase in value if the Certificates default or decrease in value. In conducting such activities, none of the Underwriters or their respective affiliates will have any obligation to take into account the interests of the holders of the Certificates or any possible effect that such activities could have on them. The Underwriters and their respective affiliates and clients acting through them may execute such transactions, modify or terminate such derivative positions and otherwise act with respect to such transactions, and may exercise or enforce, or refrain from exercising or enforcing, any or all of their rights and powers in connection therewith, without regard to whether any such action might have an adverse effect on the Certificates or the holders of the Certificates. Additionally, none of the Underwriters and their respective affiliates will have any obligation to disclose any of these securities or derivatives transactions to you in your capacity as a Certificateholder.

To the extent the Underwriters or one of their respective affiliates makes a market in the Certificates (which they are under no obligation to do), they would expect to receive income from the spreads between their bid and offer prices for the Certificates. In connection with any such activity, they will have no obligation to take, refrain from taking or cease taking any action with respect to these transactions and activities based on the potential effect on an investor in the Certificates. The prices at which the Underwriters or one of their respective affiliates may be willing to purchase the Certificates, if they make a market for the Certificates, will depend on market conditions and other

relevant factors and may be significantly lower than the issue prices for the Certificates and significantly lower than the prices at which they may be willing to sell the Certificates.

Furthermore, the Underwriters expect that a completed offering will enhance their ability to assist clients and counterparties in transactions related to the Certificates and in similar transactions (including assisting clients in additional purchases and sales of the Certificates and hedging transactions). The Underwriters expect to derive fees and other revenues from these transactions. In addition, participating in a successful offering and providing related services to clients may enhance the Underwriters' relationships with various parties, facilitate additional business development and enable them to obtain additional business and to generate additional revenue.

Wells Fargo Securities, one of the Underwriters, and Wells Fargo Bank, N.A., the Custodian, are affiliates.

None of the Underwriters or their respective affiliates will have any obligation to monitor the performance of the Certificates or the actions of Freddie Mac, the Servicer, the Trust Agent, the Securities Administrator or any other transaction party and will have no authority to advise any such party or to direct their actions.

There May Be Conflicts of Interest Between the Classes of Certificates

There may be conflicts of interest between the Classes of Certificates due to differing distribution priorities and terms. Investors in the Certificates should consider that certain decisions may not be in the best interests of each Class of Certificates and that any conflict of interest among different Certificateholders may not be resolved in favor of investors in the Certificates. For example, Certificateholders may exercise their voting rights so as to maximize their own interests, resulting in certain actions and decisions that may not be in the best interests of different Certificateholders. Furthermore, as long as a Guarantor Nonpayment Event does not exist, the Voting Rights of the Guaranteed Certificates will be vested in Freddie Mac.

Combination or “Layering” of Multiple Risk Factors May Significantly Increase the Risk of Loss on Your Certificates

Although the various risks discussed in this Offering Circular are generally described separately, prospective investors in the Certificates should consider the potential effects on the Certificates of the interplay of multiple risk factors. Where more than one significant risk factor is present, the risk of loss on your Certificates may be significantly increased. In considering the potential effects of layered risks, you should carefully review the descriptions of the Mortgage Loans and the Certificates. See “*Description of the Mortgage Loans*” and “*Description of the Certificates*”.

THE SECURITIES ADMINISTRATOR

U.S. Bank National Association (“**U.S. Bank**”) will act as Securities Administrator (the “**Securities Administrator**”) under the Pooling and Servicing Agreement.

U.S. Bank, a national banking association will act as Securities Administrator under the Pooling and Servicing Agreement. U.S. Bancorp, with total assets exceeding \$543 billion as of March 31, 2020, is the parent company of U.S. Bank, the fifth largest commercial bank in the United States. As of March 31, 2020, U.S. Bancorp served approximately 18 million customers and operated over 2,700 branch offices in 25 states. A network of specialized U.S. Bancorp offices across the nation provides a comprehensive line of banking, brokerage, insurance, investment, mortgage, trust and payment services products to consumers, businesses, and institutions.

U.S. Bank has one of the largest corporate trust businesses in the country, with office locations in 48 domestic and 2 international cities. The Pooling and Servicing Agreement will be administered from U.S. Bank's corporate trust office located at One Federal Street, 3rd Floor, Mailcode EX-MA-FED, Boston, Massachusetts 02110 (and for certificate transfer services, 111 Fillmore Avenue, St. Paul, Minnesota 55107, Attention: Bondholder Services — Freddie SCRT 2020-2). U.S. Bank has provided corporate trust services since 1924. As of December 31, 2019, U.S. Bank was providing securities administrator services on more than 199 transactions with \$18,080,200,000 of outstanding mortgage-backed securities prime structured products. The Securities Administrator is required to make each monthly statement available to the Certificateholders via the securities administrator's internet website at

<https://pivot.usbank.com>. Certificateholders with questions may direct them to the Securities Administrator's bondholder services group at (800) 934-6802.

In the last several years, U.S. Bank National Association ("**U.S. Bank**") and other large financial institutions have been sued in their capacity as trustee or successor trustee for certain residential mortgage backed securities ("**RMBS**") trusts. The complaints, primarily filed by investors or investor groups against U.S. Bank and similar institutions, allege the trustees caused losses to investors as a result of alleged failures by the sponsors, mortgage loan sellers and servicers to comply with the governing agreements for these RMBS trusts. Plaintiffs generally assert causes of action based upon the trustees' purported failures to enforce repurchase obligations of mortgage loan sellers for alleged breaches of representations and warranties, notify securityholders of purported events of default allegedly caused by breaches of servicing standards by mortgage loan servicers and abide by a heightened standard of care following alleged events of default.

U.S. Bank denies liability and believes that it has performed its obligations under the RMBS trusts in good faith, that its actions were not the cause of losses to investors, that it has meritorious defenses, and it has contested and intends to continue contesting the plaintiffs' claims vigorously. However, U.S. Bank cannot assure you as to the outcome of any of the litigation, or the possible impact of these litigations on the trustee or the RMBS trusts.

Under the terms of the Pooling and Servicing Agreement, U.S. Bank is responsible for securities administration, which includes pool performance calculations, distribution calculations and the preparation of monthly distribution reports. The distribution reports will be reviewed by an analyst and then by a supervisor using a transaction-specific review spreadsheet. Any corrections identified by the supervisor will be corrected by the analyst and reviewed by the supervisor. The supervisor also will be responsible for the timely delivery of reports to the administration unit for processing all cash flow items. As Securities Administrator, U.S. Bank is also responsible for the preparation and filing of all REMIC and Grantor Trust tax returns on behalf of the issuing entity. In the past three years, the Securities Administrator has not made material changes to the policies and procedures of its securities administration services for residential mortgage backed securities.

The foregoing information concerning the Securities Administrator has been provided by U.S. Bank. None of the Seller, the Trustee, the Underwriters, the Servicer, the Custodian, the Guarantor or the Trust Agent or any of their affiliates takes any responsibility for this information or makes any representation or warranty as to its accuracy or completeness.

Duties of the Securities Administrator

The Securities Administrator will, among other duties set forth in the Pooling and Servicing Agreement, (i) authenticate and deliver the Certificates, (ii) serve as registrar for purposes of registering the Certificates and the transfers and exchanges of the Certificates, (iii) calculate the principal and interest distributions due on the Certificates on each Distribution Date, (iv) pay, or cause to be paid on behalf of Freddie Mac, in its capacity as Trustee, the amounts due in respect of the Certificates, (v) prepare the "Certificateholder Report", (vi) prepare and make available to the Trustee and Certificateholders at the CUSIP level, information in respect of the Certificates necessary for Certificateholders to file their tax returns, (vii) prepare all REMIC tax returns and all information returns, including Schedule Q, (viii) invest funds in the Payment Account as directed by, and for the benefit of, the Trustee, (ix) make certain information available on its website as described herein and (x) be responsible for transmitting such data for the Trust to Bloomberg and Intex for external disclosure. Further, the Securities Administrator will hold the Book-Entry Certificates as custodian for DTC (for both U.S. and offshore depositories) pursuant to its agreement with DTC. The Trust will provide indemnification, subject to the Expenses Cap, to the Securities Administrator against any and all losses, liabilities, damages, claims, judgments, costs, fees, penalties, fines, forfeitures or other expenses (including reasonable legal fees and expenses) that may be imposed on, incurred by, or asserted against it in connection with, related to, or arising out of the Pooling and Servicing Agreement, the transactions contemplated thereby, or the Certificates, other than any loss, liability, damage, claim, judgment, cost, fee, penalty, fine, forfeiture or other expense (including reasonable legal fees and expenses) as a result of any willful misfeasance, bad faith, fraud or negligence of the Securities Administrator in the performance of its obligations and duties under the Pooling and Servicing Agreement or the negligent disregard by the Securities Administrator of its duties and obligations thereunder.

THE TRUST AGENT

Wilmington Trust, National Association (“**WTNA**”) (formerly called M&T Bank, National Association) — also referred to herein as the Trust Agent — is a national banking association with trust powers incorporated in 1995. The Trust Agent’s principal place of business is located at 1100 North Market Street, Wilmington, Delaware 19890. WTNA is an affiliate of Wilmington Trust Company and both WTNA and Wilmington Trust Company are subsidiaries of Wilmington Trust Corporation.

On May 16, 2011, after receiving all required shareholder and regulatory approvals, Wilmington Trust Corporation, the parent of WTNA, through a merger, became a wholly-owned subsidiary of M&T Bank Corporation, a New York corporation. WTNA is subject to various legal proceedings that arise from time to time in the ordinary course of business. WTNA does not believe that the ultimate resolution of any of these proceedings will have a materially adverse effect on its services as owner trustee.

The foregoing information concerning the Trust Agent has been provided by WTNA. None of the Seller, the Underwriters, the Servicer, the Custodian, the Guarantor or the Securities Administrator or any of their affiliates takes any responsibility for this information or makes any representation or warranty as to its accuracy or completeness.

Duties of the Trust Agent

The Trust Agent will, among other duties set forth in the Pooling and Servicing Agreement, appoint the Independent Reviewer for any review of a Mortgage Loan. The Trust will provide indemnification, subject to the Expenses Cap, to the Trust Agent against any and all losses, liabilities, damages, claims, judgments, costs, fees, penalties, fines, forfeitures or other expenses (including reasonable legal fees and expenses) that may be imposed on, incurred by, or asserted against it in connection with, related to, or arising out of the Pooling and Servicing Agreement, the transactions contemplated thereby, or the Certificates, other than any loss, liability, damage, claim, judgment, cost, fee, penalty, fine, forfeiture or other expense (including reasonable legal fees and expenses) as a result of any willful misfeasance, bad faith, fraud or negligence of the Trust Agent in the performance of its obligations and duties under the Pooling and Servicing Agreement or the negligent disregard by the Trust Agent of its duties and obligations thereunder. The Trust Agent’s rights, including its right to receive the Trust Agent Fee, as well as the Trust Agent’s duties and obligations under the Pooling and Servicing Agreement (other than those obligations that state that they specifically survive therein), will terminate immediately after the Trust Agent Engagement Period. The Trustee will notify the Securities Administrator of the expiration of the Trust Agent Engagement Period, and following the date of such expiration, the Trust Agent Fee will cease to accrue, and the Securities Administrator will no longer pay the Trust Agent Fee to the Trust Agent. For the avoidance of doubt, the Securities Administrator will pay the Trust Agent any outstanding Trust Agent Fee amounts incurred prior to the expiration of the Trust Agent Engagement Period. The Securities Administrator may conclusively rely on such notice from the Trustee.

THE CUSTODIAN

Wells Fargo Bank, N.A. (“**Wells Fargo Bank**”) will act as Custodian under the Custodial Agreement. Wells Fargo Bank is a national banking association and a wholly-owned subsidiary of Wells Fargo & Company. A diversified financial services company, Wells Fargo & Company is a U.S. bank holding company with approximately \$1.9 trillion in assets and approximately 260,000 employees as of December 31, 2019, which provides banking, insurance, trust, mortgage and consumer finance services throughout the United States and internationally. Wells Fargo Bank provides retail and commercial banking services and corporate trust, custody, securities lending, securities transfer, cash management, investment management and other financial and fiduciary services. The Seller, the Trustee, the Guarantor, the Servicer and the Securities Administrator may maintain banking and other commercial relationships with Wells Fargo Bank and its affiliates. Wells Fargo Bank maintains principal corporate trust offices located at 9062 Old Annapolis Road, Columbia, Maryland 21045 (among other locations).

Wells Fargo Bank serves or may have served within the past two years as loan file custodian for various mortgage loans owned by the Sponsor or an affiliate of the Sponsor and anticipates that one or more of those mortgage loans may be included in the Trust. The terms of any custodial agreement under which those services are provided by Wells Fargo Bank are customary for the mortgage-backed securitization industry and provide for the delivery, receipt, review and safekeeping of mortgage loan files.

In its capacity as Custodian, Wells Fargo Bank is responsible to hold and safeguard the mortgage notes and other contents of the mortgage loan files on behalf of the Trustee and the Certificateholders. Wells Fargo Bank maintains each mortgage loan file in a separate file folder marked with a unique bar code to assure loan-level file integrity and to assist in inventory management. Mortgage loan files are segregated by transaction or investor. Wells Fargo Bank has been engaged in the mortgage document custody business for more than 25 years.

Beginning on June 18, 2014, a group of institutional investors filed civil complaints in the Supreme Court of the State of New York, New York County, and later the U.S. District Court for the Southern District of New York, against Wells Fargo Bank in its capacity as trustee for certain residential mortgage backed securities (“**RMBS**”) trusts. The complaints against Wells Fargo Bank alleged that the trustee caused losses to investors and asserted causes of action based upon, among other things, the trustee's alleged failure to: (i) notify and enforce repurchase obligations of mortgage loan sellers for purported breaches of representations and warranties, (ii) notify investors of alleged events of default, and (iii) abide by appropriate standards of care following alleged events of default. Relief sought included money damages in an unspecified amount, reimbursement of expenses, and equitable relief. In November 2018, Wells Fargo Bank reached an agreement, in which it denied any wrongdoing, to resolve such claims on a classwide basis for the 271 RMBS trusts at issue. On May 6, 2019, the court entered an order approving the settlement agreement. Separate lawsuits against Wells Fargo Bank making similar allegations filed by certain other institutional investors concerning several RMBS trusts in New York federal and state court are not covered by the settlement agreement.

In addition to the foregoing cases, in August 2014 and August 2015 Nomura Credit & Capital Inc. (“**Nomura**”) and Natixis Real Estate Holdings, LLC (“**Natixis**”) filed a total of seven third-party complaints against Wells Fargo Bank in New York state court. In the underlying first-party actions, Nomura and Natixis have been sued for alleged breaches of representations and warranties made in connection with residential mortgage-backed securities sponsored by them. In the third-party actions, Nomura and Natixis allege that Wells Fargo Bank, as master servicer, primary servicer or securities administrator, failed to notify Nomura and Natixis of their own breaches, failed to properly oversee the primary servicers, and failed to adhere to accepted servicing practices. Natixis additionally alleges that Wells Fargo Bank failed to perform default oversight duties. Wells Fargo Bank has asserted counterclaims alleging that Nomura and Natixis failed to provide Wells Fargo Bank notice of their representation and warranty breaches.

With respect to each of the foregoing litigations, Wells Fargo Bank believes plaintiffs' claims are without merit and intends to contest the claims vigorously, but there can be no assurances as to the outcome of the litigations or the possible impact of the litigations on Wells Fargo Bank or the related RMBS trusts.

THE SERVICER

Select Portfolio Servicing, Inc. (“**SPS**” or the “**Servicer**”) will service the Mortgage Loans pursuant to the Pooling and Servicing Agreement.

General

The information provided in this section “The Servicer” (this “section”) has been prepared by the Servicer solely as of the date of this Offering Circular. Other than as set forth in this section, the Servicer makes no representations or warranties as to the accuracy or completeness of the information contained in this Offering Circular and the Servicer assumes no obligation or responsibility for the information contained in this Offering Circular.

SPS maintains a “Strong” ranking for subprime, special, and subordinate-lien servicing with S&P Global Ratings, a division of the McGraw-Hill Companies, Inc. (“**S&P**”). SPS maintains an “SQ2+” rating for subprime servicing and “SQ2 for second lien servicing with Moody’s. SPS’ special servicer rating was upgraded by Moody’s to “SQ2+ in December 2019. Fitch Ratings has given SPS the following residential primary servicer ratings: “RPS1-” for subprime, Specialty Closed-End Second Lien, and Alt-A products and “RSS1-” for special servicing. On March 25, 2020 Fitch Ratings revised all U.S. RMBS servicer Outlooks to “Negative,” including SPS’, citing concerns about the evolving economic stresses and operating conditions caused by the coronavirus pandemic.

SPS was incorporated on February 24, 1989 under the laws of the State of Utah. SPS commenced mortgage servicing operations in 1989 for its own accounts and has managed and serviced third-party residential mortgage loan portfolios since 1994. On June 30, 2004, SPS changed its name from Fairbanks Capital Corp. to Select Portfolio

Servicing, Inc. On October 4, 2005, Credit Suisse First Boston (USA), Inc., acquired all of the outstanding stock of SPS's parent from the prior shareholders. SPS's corporate offices are located at 3217 S Decker Lake Drive, Salt Lake City, UT 84119. SPS conducts operations in Salt Lake City, Utah and Jacksonville, Florida. SPS will provide customary servicing functions with respect to the Mortgage Loans in its portfolio.

SPS is approved by HUD as a non-supervised mortgagee with servicing approval, and is a Fannie Mae-approved seller/servicer and a Freddie Mac-approved servicer engaged in the servicing of senior and junior lien mortgage loans.

SPS has been a participant in the United States Treasury's MHA program, which includes HAMP and HAFA, and will continue to service loans modified under such programs.

To SPS's knowledge, during the past three years, no prior securitizations of mortgage loans serviced by SPS of a type similar to the assets included in the current transaction have experienced an event of default or an early amortization or other performance triggering event under the related securitization servicing agreement, because of SPS's servicing.

In the past three years, SPS has not failed to make any required advance with respect to any securitization of mortgage loans. In the past three years, SPS has not been terminated as servicer in a residential mortgage loan securitization, due to a servicing default or application of a servicing performance test or trigger under the related securitization servicing agreement.

SPS believes that there is not a material risk that its financial condition will have any adverse effect on any aspect of its servicing that could have a material impact on the Mortgage Loans or the performance of the Certificates.

SPS's Response to the COVID-19 Pandemic

SPS has in place a Business Continuity Plan to respond to potential disruption caused by or resulting from the COVID-19 pandemic. SPS is closely monitoring rules, regulations, guidance and recommendations issued by federal, state and local governments, regulators, and clients and will ensure compliance with such rules and guidance as required.

SPS's Portfolio

As of March 31, 2020, SPS serviced a portfolio of over 970,000 non-performing, re-performing, and performing loans with an unpaid principal balance of over \$170 billion. Below is the historical and current composition of SPS' residential mortgage loan portfolio categorized as (i) current, (ii) 30 days delinquent, (iii) 60 days delinquent, (iv) 90+ days delinquent, (v) in bankruptcy, (vi) in foreclosure, or (vii) real estate owned ("REO"):

Delinquency as of 12/31/2019	Units	% of Units	UPB (millions)	% of UPB
Current.....	789,031	81.7%	\$ 139,390	81.6%
30 Days.....	65,802	6.8%	\$ 10,489	6.1%
60 Days.....	26,427	2.7%	\$ 4,421	2.6%
90+ Days.....	40,610	4.2%	\$ 7,130	4.2%
Bankruptcy ¹	20,320	2.1%	\$ 3,600	2.1%
Foreclosure.....	19,179	2.0%	\$ 4,581	2.7%
REO.....	4,045	0.4%	\$ 1,119	0.7%
Total.....	965,414	100.0%	\$ 170,730	100.0%

Delinquency as of 3/31/2020	Units	% of Units	UPB (millions)	% of UPB
Current	798,068	82.3%	\$ 138,891	81.5%
30 Days	65,542	6.8%	\$ 11,159	6.5%
60 Days	24,581	2.5%	\$ 4,327	2.5%
90+ Days	39,332	4.1%	\$ 6,970	4.1%
Bankruptcy ¹	19,696	2.0%	\$ 3,476	2.0%
Foreclosure	19,417	2.0%	\$ 4,565	2.7%
REO	3,628	0.4%	\$ 989	0.6%
Total	970,264	100.0%	\$ 154,744	100.0%

1 Bankruptcies include both non-performing and performing loans in which the related borrower is in bankruptcy. Amounts included for contractually current bankruptcies for the total servicing portfolio for December 31, 2019 and March 21, 2020 are \$1,047 (millions) and \$976 (millions) respectively.

SPS's Policies and Procedures

The following summary describes certain of SPS's relevant and current servicing operations and procedures and is included for informational purposes. SPS expects that from time to time its servicing operations and procedures will be modified and changed to address applicable legal and regulatory developments, as well as other economic and social factors that impact its servicing operations and procedures. There can be no assurance, and no representation is made, that the general servicing operations and procedures of SPS described below will apply to each Mortgage Loan in the mortgage pool during the term of such Mortgage Loan.

SPS posts mortgage loan payments on a daily basis. Funds are typically posted to a payment clearing account on the Business Day they are received. SPS transfers funds from the payment clearing account to individual custodial accounts within two Business Days of deposit into the payment clearing account.

SPS uses two methods of determining delinquencies, depending on whether the related servicing agreement requires (expressly or by implication) application of the "MBA delinquency method" or the "OTS delinquency method." The MBA delinquency method treats a loan as 30-59 days delinquent when a payment is contractually past due 30 to 59 days. For example, a loan due on the first of the month is considered 30 days delinquent at close of business on the last day of the same month. The OTS delinquency method includes a one month grace period for the purpose of reporting delinquencies. This method treats a loan as 30-59 days delinquent when a payment is contractually past due 60 to 89 days. For example, a loan due on the first of the month is considered 30 days delinquent at close of business on the last day of the following month.

SPS uses equity valuation and management experience to determine the point at which an asset should be charged off, unless different criteria are called for by the related servicing agreement. This evaluation considers the length of the delinquency, time elapsed since the last contact with the customer, any loss of security to the property, and the projected economic valuation of the asset. SPS uses multiple methods for determining the point of charge off, depending on the lien position of the related asset.

All SPS employees responsible for collection efforts are fully trained in all the loss mitigation solutions that SPS offers its borrowers (reinstatement, repayment plan, forbearance plan, loan modification, short sale, deed-in-lieu, and deferral) and use the same system, tools, and technology.

Based on loan specific risk scores, customer calling campaigns may start as early as the first day of delinquency and continue until the default has been resolved. SPS has a high degree of flexibility in structuring outbound customer calling campaigns to manage collection efforts and maximize loss mitigation efforts.

SPS also utilizes letter campaigns to contact customers who may be candidates for workout options.

All collections employees receive specialized training in various loss mitigation strategies and applicable state and federal laws and regulations. These employees are trained to identify potential causes for delinquency. Once contact with the customer is established, the staff will attempt to determine the customer's willingness and ability to pay using a proprietary loss mitigation model developed by SPS. SPS evaluates all loss mitigation options available

to its customers consistent with applicable regulations and servicing agreement requirements. These options may include reinstatement, repayment plan, forbearance agreement, loan modification, deferral, short sale, and deed-in-lieu of foreclosure.

In connection with handling delinquencies, losses, bankruptcies and recoveries, SPS has developed a model, based upon updated property values, for projecting the anticipated net recovery on each asset. Property valuations are generally ordered starting at the 63rd day of the default recovery process of the delinquent loan and then at least every six (6) months thereafter. The frequency of valuations may increase based on loss mitigation activity, foreclosure sale bid processing, or stop advance decisions. The projected “net present value” is part of SPS’s proprietary loss mitigation automation and assists staff with determining an appropriate and reasonable strategy to resolve each defaulted loan on the basis of the information then available. For junior lien loans, SPS tracks the status and outstanding balances of any senior liens and incorporates this information into the model.

Before SPS refers any loan to foreclosure (or resumes foreclosure activity after a delay), the loan undergoes an extensive audit to ensure compliance with all state and federal laws and regulations, ensure that each loan has exhausted loss mitigation opportunities if the customer has a hardship, and identify any potential servicing errors or disputes. SPS utilizes automation tools to identify new bankruptcy filings.

SPS is responsible for property marketing and disposition, and coordinates property valuations, property inspections, and preservation work. Once a property has been acquired as REO, a minimum of two property valuations are obtained to determine the asset value. All valuations are reviewed and reconciled by valuation specialists prior to listing the property. These specialists set the suggested sales price and make recommendations for property repairs. SPS asset managers have delegated approval to accept offers within pre-defined authority levels.

SPS has internal control governance to ensure that company policies and procedures are followed and that SPS operations are compliant with applicable laws and regulations. These include internal audits and compliance testing reviews conducted independent of loan servicing departments, reporting of audit and test results, and undertaking corrective action as appropriate. SPS has a risk assessment process wherein all loan servicing departments are responsible for identifying operational and financial risks and implementing and documenting controls relative to the identified risks, which process is reported and approved on an ongoing basis. The entire program is overseen by the senior management team.

SPS is not the document custodian of most of the loans that it services. SPS has an internal department which manages all document requests from staff and vendors. The Document Control department works closely with the foreclosure and bankruptcy units and with third party custodians to clear assignments and document exceptions.

In connection with the servicing of mortgage loans, SPS outsources certain tasks and business processes related to the following loan servicing functions to companies within the United States:

- Some print and mail services
- Title processing
- Tax payments and processing
- Insurance payments and claims processing
- Flood zone determination and tracking
- Property preservation and valuation services

In addition, SPS typically outsources certain non-customer contact tasks and business processes related to certain loan servicing functions to an outsourcing company operating in India. This outsourcing company has no direct contact with SPS’s customers.

DESCRIPTION OF THE MORTGAGE LOANS

General

On the Closing Date, the assets of the Trust will include three groups of Mortgage Loans (collectively, the “**Mortgage Loans**” or “**Mortgages**”) consisting of 9,702 seasoned, re-performing mortgage loans, nearly all of which have been modified, including certain of such Mortgage Loans that have had their maturity terms extended up to approximately forty (40) years. The Mortgage Loans were originated for the purpose of purchasing or refinancing the related mortgaged properties. The Mortgage Loans bear interest at either a fixed-rate or step-rate. Some Freddie Mac programs allow modifications of non-owner occupied properties. The mortgaged properties may currently be owner-occupied properties or non-owner occupied properties, such as investment properties. Unless otherwise noted, references to the Mortgage Loans will also include any Mortgage Loan that has become an REO property after the Closing Date. As of the Cut-Off Date, approximately 0.51% of the Mortgage Loans were originated utilizing e-notes and e-mortgages.

Generally, the Mortgage Loans were modified, if applicable, to assist at-risk borrowers, some of whom were delinquent or at imminent risk of default, to help stabilize mortgage markets and provide support to borrowers experiencing financial hardship. Approximately 97.49% of the Mortgage Loans were modified under Freddie Mac’s Home Affordability Modification Program (“**HAMP**”) or other Freddie Mac modification programs, and some were also modified under Freddie Mac’s Deferred Payment Modification (“**DPM**”) program. Of the Mortgage Loans, approximately 1.10% had only a DPM. Approximately 2.51% of the Mortgage Loans were never modified. For the avoidance of doubt, DPMs are considered to be modified Mortgage Loans. As of the Cut-Off Date, approximately 6.84% of the Mortgage Loans are on active Temporary Forbearance Plans (but are current). Freddie Mac’s HAMP initiative provided for the modification of mortgage terms, including interest rates, which, in many cases, were modified to step-rate mortgages. Step-rate mortgages have fixed interest rates for the first five (5) years after modification and then the mortgage rates increase annually according to a schedule (determined when the mortgage loan was modified), with a maximum interest rate no more than the prevailing Freddie Mac Primary Market Mortgage Survey rate for 30-year fixed rate mortgages at the time the modification agreement was prepared (the “**HAMP Rate Cap**”). Freddie Mac’s HAMP initiative provides for the payment of incentives to the related borrowers with HAMP modified loans provided, among other things, the mortgage never becomes 90 or more days delinquent. Annually, for the first five years of the HAMP modification, the Servicer receives on behalf of the borrower up to a \$1,000 incentive payment and after the sixth year of the HAMP modification, the Servicer will receive (on behalf of the borrower) a \$5,000 incentive payment. Such HAMP incentive payments are applied, generally, to the Interest Bearing Unpaid Principal Balance of the Mortgage resulting in prepayments and less interest accruing on the Mortgage Loan. However, if the application of the incentive would result in the payoff of the Interest Bearing Unpaid Principal Balance, the Servicer must apply the remaining HAMP incentive to the non-interest bearing principal balance of the mortgage loan. Freddie Mac’s HAMP initiative expired on December 30, 2016, at which point no new HAMP modifications could be offered.

Certain borrowers who initially qualified for a HAMP modification and who made timely payments during a HAMP trial period, but who, because of income verification or other reasons, subsequently failed to qualify under the HAMP program, could have had their mortgages modified under Freddie Mac’s non-HAMP programs. Modifications under Freddie Mac’s non-HAMP programs generally have terms similar to modifications under the HAMP program, but the borrowers are not eligible for incentive payments.

Freddie Mac’s non-HAMP modifications provided for the modification of mortgage terms that included fixed interest rates that generally approximate the HAMP Rate Cap. Freddie Mac’s non-HAMP modification programs include (i) its discontinued “classic” program, (ii) its discontinued standard modification program, (iii) its discontinued alternative modification program, (iv) its NACA modification program, (v) its discontinued underwater modification program, (vi) its discontinued streamlined modification program and (vii) its flex modification program. Freddie Mac also offered its now discontinued Deferred Payment Modification (“**DPM**”) program. A DPM was designed to provide relief to eligible borrowers who became delinquent due to a short-term hardship that has since been resolved and have the financial capacity to resume making monthly payments, but are unable to pay the additional monthly contributions required by a repayment plan. The pre-modification delinquent payments are capitalized into a non-interest bearing deferred principal balance that is due upon the earlier of maturity, payoff or transfer/sale of the mortgaged property. Freddie Mac also offers certain disaster-related modifications described below.

Under the discontinued “classic” program, modifications may have included capitalization of interest and non-interest arrearages that the borrower could not pay and may have included extensions of the term of the mortgage and reductions in interest rate, but did not include principal forbearance, reductions of principal balances or borrower trial periods.

The discontinued standard modification program provided eligible borrowers with a modified mortgage following a three-month trial period plan under which the borrower was required to make monthly payments that approximated the ultimate modified monthly mortgage payment.

The discontinued alternative modification program terminated January 1, 2014. It was offered to borrowers who were 5-24 months delinquent on their mortgage loans with terms similar to the standard modification program.

The NACA modification program was the result of a partnership between Freddie Mac and the Neighborhood Assistance Corporation of America (“NACA”) in late 2009 and began to provide a modification solution to assist borrowers struggling with their mortgage payments. While small in size, the program continues to date. The NACA modification is a cash flow based modification that is not delegated to the servicers. It achieves a target payment (affordable payment) that is calculated by taking the borrower’s monthly net income, subtracts liabilities and expenses, and includes a \$200 surplus. To achieve the target payment, the interest rate may be reduced (to a floor of 2%) and principal forbearance is allowed down to market value. It does not grant term extensions.

The discontinued underwater modification program was for limited servicers and terminated April 1, 2014. The program followed the standard modification program terms at the time and was offered to borrowers who were not eligible for the Home Affordable Refinance Program (“HARP”) and whose mortgage loans were current to 59 days delinquent, originated prior to May 31, 2009 and had pre-modification loan-to-value ratios greater than 150%.

Under the discontinued streamlined modification program implemented in July 2013 with earlier adoption permitted, modifications were offered to certain borrowers who were at least ninety (90) days delinquent. These borrowers were not required to apply for assistance or provide income or hardship documentation. However, they must have completed a trial period of at least three (3) months prior to being offered a permanent modification, which generally provided the same modification terms and servicer incentives as the standard modification program. Under the discontinued standard and streamlined modification initiatives, servicers modified the terms of mortgage loans, generally, to change the interest rate to a fixed interest rate based on prevailing market rates, extend the term up to approximately 40 years from the effective date of the modification, and, for certain underwater borrowers, forbear a portion of the post-capitalization unpaid principal balance as a deferred, non-interest bearing, non-amortizing balance due as a balloon payment upon the earlier of the modified maturity date, transfer of ownership of the property, or payoff or refinance of the loan.

In December 2016, Freddie Mac announced the “flex modification” initiative, which was implemented at the direction of FHFA. The flex modification replaced Freddie Mac’s non-HAMP standard and streamlined modification initiatives effective October 1, 2017, with earlier adoption permitted. A mortgage may be modified up to three (3) times under the flex modification program and employs a trial period payment plan feature, which allows eligible mortgagors to make the new modified monthly payment for at least three (3) months to ensure that the mortgagor can afford the new payment. While the mortgagor is making the trial period payments, the mortgage may remain in a delinquent status. The mortgage will not be permanently modified and brought current until the end of the trial period and only if the mortgagor has otherwise complied with the terms of the trial period plan. A flex modification may be made from the time the mortgagor is current and found to be in imminent default to shortly before a foreclosure sale. Flex modification terms generally target a 20% payment reduction by (i) capitalization of interest and certain non-interest arrearages, (ii) setting of interest rate (increasing or decreasing the interest rate), (iii) extending the mortgage loan term up to 480 months and (iv) in certain instances, the application of principal forbearance or reduction of the interest-bearing principal balance.

Freddie Mac also offers a streamlined flex modification to mortgagors who are ninety (90) or more days delinquent or who have a modified mortgage with step-rate increases and have become sixty (60) or more days delinquent within twelve (12) months of the most recent step-rate payment adjustment. The servicer may offer the mortgagor a loan modification (preceded by a three (3) month trial period plan) without having made an assessment of the mortgagor’s hardship or income. If the mortgagor accepts the offer, the mortgagor will be required to make the new modified monthly payments for at least three (3) months to ensure that the mortgagor can afford the new payment.

While the mortgagor is making the trial period payments the mortgage will remain in a delinquent status. The mortgage loan will not be permanently modified and brought current until the end of the trial period and only if the mortgagor has otherwise complied with the terms of the trial period plan.

Freddie Mac also offers “disaster related modifications” to borrowers that become delinquent because their home or place of employment is located in a presidentially declared disaster area where the Federal Emergency Management Agency has made individual assistance available. A servicer may consider such borrowers for this modification once their hardship has been resolved if they were less than 31 days delinquent as of the date of the disaster, are between 29 and 361 days delinquent (at least one, but no more than 12 monthly payments are past due) at the time of evaluation and are able to resume making their contractual payments but are unable to bring their loan current through a reinstatement or repayment plan. The disaster-related modifications will not take effect and the mortgage will not be brought current until the borrower makes three trial period plan payments and otherwise complies with the terms of the trial period plan. While the borrower is making the trial period payments, the mortgage will remain in delinquent status, but the servicer must not report the delinquency to credit repositories while the borrower is on an active trial period plan. Servicers must first consider such borrowers for Freddie Mac’s “extend modification” under which the servicer does not capitalize arrearages, but rather extends the mortgage term by a number of months equal to the number of missed monthly payments that occurred during the borrower’s preceding temporary disaster forbearance plan. To the extent the servicer advanced escrow payments to a third party on behalf of the borrower and the borrower had not made such escrow payments to the servicer, the borrower must enter into a 60-month repayment plan to repay such advances in equal monthly installments to the servicer. If a borrower is not eligible for the extend modification, the servicer must next evaluate the borrower for Freddie Mac’s “disaster relief modification.” Under this modification, the servicer capitalizes arrearages and then extends the term of the mortgage in monthly increments until the monthly principal and interest due under the modified terms equals the pre-modification monthly principal and interest due. The servicer may not extend the term more than 480 months from the modification effective date. The servicer must evaluate the borrower for a flex modification if they are unable to achieve the pre-modification monthly payment by extending the term of the mortgage loan to the 480-month limit.

Summary of the Final Pool by Freddie Mac Modification Program⁽¹⁾

By Mortgage Group (based on Mortgage Loan Count)	HAMP	Standard	Streamlined	Flex	Classic	Disaster	DPM Only	Other(2)	None	Total
Group H.....	99%	0%	0%	0%	0%	0%	0%	1%	0%	100%
Group M.....	19%	26%	17%	20%	4%	6%	2%	4%	1%	100%
Group M55.....	1%	16%	21%	20%	12%	0%	0%	7%	22%	100%
Final Pool.....	19%	23%	17%	19%	5%	5%	2%	5%	5%	100%

(1) The figures in this table may be rounded.

(2) Modifications may include: non-HAMP, alternative; underwater; and NACA. See descriptions of these programs above.

In addition, modified mortgages that include step-rate characteristics may have a greater risk of borrower delinquency during the periods when the interest rate and associated monthly payment of such modified mortgages are increasing.

Unless otherwise noted, the statistical information presented in this Offering Circular concerning the Mortgage Loans is based on the characteristics of the Mortgage Loans as of the Cut-Off Date. In addition, unless otherwise noted, references to a percentage of Mortgage Loans refer to a percentage of the aggregate Unpaid Principal Balance of the related Mortgage Loans as of the Cut-Off Date.

This section and Appendix A generally describe certain of the material characteristics of the Mortgages. Certain loan-level information for each Mortgage Loan may be accessed through the Securities Administrator’s website at <https://pivot.usbank.com>.

The figures in this Offering Circular may not correspond exactly to the related figures in Appendix A due to rounding differences. Prior to the Closing Date, Mortgage Loans will not be removed or substituted from the Final Pool. Freddie Mac believes that the information set forth in this Offering Circular and in Appendix A is representative of the characteristics of the Mortgage Loans as each will be constituted as of the Closing Date.

On the Closing Date, the assets of the Trust will include three groups of Mortgage Loans (collectively, the **“Mortgage Loans”**) consisting of 9,702 seasoned, re-performing mortgage loans nearly all of which have been modified, including certain of such Mortgage Loans that have had their maturity terms extended up to approximately forty (40) years.

For each Mortgage Loan, the Seller will provide an Automated Valuation Model (**“AVM”**) estimated property value. A Home Value Explorer[®] (**“HVE”**) value was used when available or, if an HVE value was not available, a Metropolitan Statistical Area (**“MSA”**) level house price index was used to estimate property value. If an MSA level house price index was not available, a state level house price index was used to estimate property value.

Credit Risk Retention

Freddie Mac, as the Sponsor, will not retain credit risk pursuant to the provisions of FHFA’s Credit Risk Retention Rule (12 C.F.R. Part 1234) (the **“Risk Retention Rule”**) governing residential single-family securitizations because FHFA, as conservator of Freddie Mac and in furtherance of the goals of the conservatorship, has exercised its authority under Section 1234.12(f)(3) of the Risk Retention Rule to direct Freddie Mac to sell or otherwise hedge the credit risk that Freddie Mac otherwise would be required to retain under the Risk Retention Rule and has instructed Freddie Mac to take such action necessary to effect this outcome.

The Mortgage Pool (“Mortgage Pool”)

Between February 29, 2020 and March 31, 2020 mortgage loans with an unpaid principal balance of approximately \$123.3 million, representing approximately 5.63% of the potential loan population for this transaction as of February 29, 2020 were dropped from the potential loan population as a result of being reported as delinquent. Between March 31, 2020 and April 30, 2020, mortgage loans with an unpaid principal balance of approximately \$298.0 million, representing approximately 14.85% of the potential loan population for this transaction as of March 31, 2020 were dropped from the potential loan population as a result of being reported as delinquent. Between April 30, 2020 and May 31, 2020 mortgage loans with an unpaid principal balance of approximately \$95.0 million, representing approximately 5.64% of the potential loan population for this transaction as of April 30, 2020 were dropped from the potential loan population as a result of being reported as delinquent.

Group H, Group M and Group M55 comprise 9,702 Mortgage Loans with an aggregate Unpaid Principal Balance as of the Cut-Off Date of approximately \$1,572,659,156. As of the Cut-Off Date, approximately 6.84% of the Mortgage Loans are on active Temporary Forbearance Plans (but are current). Certain of the related mortgagors have requested assistance due to COVID-19 as described in *“Risk Factor — Economic Conditions Related to the COVID-19 Pandemic Could Adversely Affect Your Certificates,”* and we believe it is reasonable to expect that additional mortgagors of the Mortgage Loans may become delinquent after the Cut-Off Date and seek assistance due, in part, to the COVID-19 pandemic.

Group H Mortgage Loans (“Group H”)

Group H comprises 450 Mortgage Loans (the **“Group H Mortgage Loans”**) with an aggregate Unpaid Principal Balance as of the Cut-Off Date of approximately \$89,882,708. Each of the Group H Mortgage Loans is subject to step-rate modifications and has not yet reached its final step-rate as of April 30, 2020 or, as of the Cut-Off Date the borrower, while still current, has not made any payments accrued at such final step-rate. As of the Cut-Off Date, approximately 8.76% of the Group H Mortgage Loans are on active Temporary Forbearance Plans (but are current). Certain of the related mortgagors have requested assistance due to COVID-19 as described in *“Risk Factor — Economic Conditions Related to the COVID-19 Pandemic Could Adversely Affect Your Certificates,”* and we believe it is reasonable to expect that additional mortgagors of the Mortgage Loans may become delinquent after the Cut-Off Date and seek assistance due, in part, to the COVID-19 pandemic.

Group M Mortgage Loans (“Group M”)

Group M comprises 7,489 Mortgage Loans (the **“Group M Mortgage Loans”**) with an aggregate Unpaid Principal Balance as of the Cut-Off Date of approximately \$1,318,294,773. The Group M Mortgage Loans (i) are non-modified or (ii) were subject to either fixed-rate modifications or step-rate modifications that have reached their final

step-rates, and as of the Cut-Off Date, borrowers have made at least one payment after such Mortgage Loans reached their respective final step-rates. As of the Cut-Off Date, the Group M Mortgage Loans include (i) Mortgage Loans that have a principal forbearance amount and any Mortgage Interest Rate and (ii) Mortgage Loans with no principal forbearance amount and a Mortgage Interest Rate less than or equal to 5.500%. As of the Cut-Off Date, approximately 6.98% of the Group M Mortgage Loans are on active Temporary Forbearance Plans (but are current). Certain of the related mortgagors have requested assistance due to COVID-19 as described in “*Risk Factor — Economic Conditions Related to the COVID-19 Pandemic Could Adversely Affect Your Certificates*,” and we believe it is reasonable to expect that additional mortgagors of the Mortgage Loans may become delinquent after the Cut-Off Date and seek assistance due, in part, to the COVID-19 pandemic.

Group M55 Mortgage Loans (“Group M55”)

Group M55 comprises 1,763 Mortgage Loans (the “**Group M55 Mortgage Loans**”) with an aggregate Unpaid Principal Balance as of the Cut-Off Date of approximately \$164,481,675. The Group M55 Mortgage Loans (i) are non-modified or (ii) were subject to either fixed-rate modifications or step-rate modifications. As of the Cut-Off Date, each Group M55 Mortgage Loan has a Mortgage Interest Rate greater than 5.500% and none of these Mortgage Loans have a principal forbearance amount. As of the Cut-Off Date, approximately 4.67% of the Group M55 Mortgage Loans are on active Temporary Forbearance Plans (but are current). Certain of the related mortgagors have requested assistance due to COVID-19 as described in “*Risk Factor — Economic Conditions Related to the COVID-19 Pandemic Could Adversely Affect Your Certificates*,” and we believe it is reasonable to expect that additional mortgagors of the Mortgage Loans may become delinquent after the Cut-Off Date and seek assistance due, in part, to the COVID-19 pandemic.

See **Appendix A** for a detailed description of the Mortgage Loans, the Group H Mortgage Loans, the Group M Mortgage Loans and the Group M55 Mortgage Loans. See also the Securities Administrator’s website at <https://pivot.usbank.com>.

Each of Group H, Group M and Group M55 will be referred to herein, individually as a “**Group**” or a “**Mortgage Group**”, and together, as the “**Groups**” or the “**Mortgage Groups**”.

Due Diligence Review

General

The discussion below summarizes the due diligence reviews performed by an independent third party diligence provider (the “**Diligence Provider**”) engaged by the Seller. Upon completion of the due diligence reviews, when combined with the Seller’s removals for reasons other than the results of the due diligence reviews, the final pool of Mortgage Loans consists of 9,702 Mortgage Loans (the “**Final Pool**”). All percentages described below reflect approximate percentages by loan count.

Compliance Review

In connection with the selection of mortgage loans intended to be included in this transaction, the Seller engaged the Diligence Provider to perform a regulatory compliance review on 1,682 mortgage loans, and as part of that compliance review, a subset of 126 mortgage loans was targeted for inclusion in the regulatory compliance review because such subset of mortgage loans was previously dropped from one or more prior securitizations due to material compliance findings (collectively, the “**Initial Compliance Review**” and each mortgage loan initially reviewed, an “**Initial Compliance Review Mortgage Loan**”). Upon completion of the Initial Compliance Review, the Diligence Provider identified 12 Initial Compliance Review Mortgage Loans representing approximately 0.71% of the Initial Compliance Review Mortgage Loans to be in violation of High Cost Lending Laws (as defined below) with properties located within the following states: Georgia (2), Illinois (2), Indiana (1), Massachusetts (1), New Jersey (3), New York (2) and Ohio (1).

As a result of these findings, the Initial Compliance Review was expanded to include 274 additional mortgage loans (the “**Expanded Compliance Review**” and the “**Expanded Compliance Review Mortgage Loans**”) representing all the remaining mortgage loans that were purchased by Freddie Mac from the same Seller/Servicer (as

defined in the Guide), originated in the same calendar year and in the same states as the 12 Initial Compliance Review Mortgage Loans found to be in violation of High Cost Lending Laws. Upon completion of the Expanded Compliance Review, the Diligence Provider identified 5 Expanded Compliance Review Mortgage Loans representing approximately 1.82% of the Expanded Compliance Review Mortgage Loans to be in violation of High Cost Lending Laws with properties located within the following states: Georgia (2) and New Jersey (3). During the Initial Compliance Review and the Expanded Compliance Review, the Diligence Provider conducted a regulatory compliance review of 1,956 mortgage loans intended to be included in this transaction (the “**Compliance Review**” and the “**Compliance Review Mortgage Loans**”).

The Diligence Provider’s review of each Compliance Review Mortgage Loan was to determine compliance with certain state and federal laws, including whether any such mortgage loans met the definition of a “high cost home loan,” “Section 32 loan,” “HOEPA loan,” “covered loan” or similarly designated loan under any federal, state or local law as defined by applicable anti-predatory and abusive lending laws at the time of origination (“**High Cost Lending Laws**”).

Based upon the results of such review, 93 Compliance Review Mortgage Loans (representing approximately 4.75% of the Compliance Review Mortgage Loans) were removed from the Final Pool because:

- (i) 76 (representing approximately 3.89%) Compliance Review Mortgage Loans were either missing the required or complete documentation to confirm compliance with applicable High Cost Lending Laws in unlimited assignee liability (“UAL”) states, and
- (ii) 17 (representing approximately 0.87%) Compliance Review Mortgage Loans were found to be in violation of High Cost Lending Laws.

Such review by the Diligence Provider noted the following exceptions with respect to the Compliance Review Mortgage Loans as a result of certain missing origination documents:

Missing Documentation Exception	Loan Count(1)	% of Compliance Review Mortgage Loans (by Loan Count)	% of Final Pool (by Loan Count)
Truth-in-Lending Statement (non-UAL)	155	7.92%	1.60%
Truth-in-Lending Statement (UAL) ²	153	7.82%	1.58%
Final HUD-1/Closing Disclosures.....	27	1.38%	0.28%
Indeterminable (non-UAL).....	75	3.83%	0.77%
Indeterminable (UAL) ²	76	3.89%	0.78%

(1) Includes Compliance Review Mortgage Loans removed from the Final Pool.

(2) For purposes of the Diligence Provider’s review, the following states were considered to be UAL states: Arkansas, Colorado, Georgia, Illinois, Indiana, Kentucky, Maine, Massachusetts, New Jersey, New Mexico, New York, Oklahoma, Rhode Island and Tennessee.

308 Compliance Review Mortgage Loans with missing truth-in-lending statements were not removed because the relevant statute of limitations has expired.

With respect to the 27 Compliance Review Mortgage Loans that are missing a Final HUD-1, the Diligence Provider performed a limited regulatory compliance review based upon alternative documents (i.e. an Estimated or Unsigned HUD-1, Estimated Closing Disclosure or Title Company Closing Statement). None of such mortgage loans were found to be in violation of High Cost Lending Laws, so they were not removed.

With respect to the Compliance Review Mortgage Loans that are designated as “Indeterminable” (non-UAL and UAL) in the chart above, the Diligence Provider was unable to determine if such Indeterminable mortgage loans met the definition of a “high cost home loan” or equivalent category of loan under federal or state law, as applicable. With regard to the potential violation of state High Cost Lending Laws, the Seller did not remove 75 Indeterminable mortgage loans because such mortgage loans were originated in states with either no assignee liability or capped assignee liability, but the Seller did remove 76 Indeterminable mortgage loans that were originated in UAL states. However, to the extent the Compliance Review Mortgage Loans that were found to be Indeterminable were actually originated in violation of a state High Cost Lending Law that carries assignee liability, note that the statute of limitations for affirmative claims under the state high cost law or other state law theories, as applicable, may not have

expired, and even if they have expired, a borrower may have the right to make a claim for recoupment or set-off to judgment at a foreclosure action, notwithstanding the expiration of the applicable state statute of limitations. If such affirmative claim is made by the borrower, the Trust may be subject to assignee liability depending upon the nature of the claim and the governing state law. If such recoupment or set-off claim is made by the borrower to offset a judgment at a foreclosure, the Trust may have its recovery reduced or lien invalidated, among other potential damages depending upon the nature of the claim and the governing state law.

With respect to the 151 Compliance Review Mortgage Loans that are designated as “Indeterminable” (non-UAL and UAL) in the chart above, the Diligence Provider was unable to determine if such mortgage loans were originated in violation of the federal Homeowners’ Equity Protection Act (“**HOEPA**”); however, the Seller did not remove any such Indeterminable mortgage loans because HOEPA has capped assignee liability. Further, with regard to the potential violation of HOEPA, while the statute of limitations for affirmative claims by the borrowers under HOEPA has expired, to the extent that any such Mortgage Loans were originated in violation of HOEPA, the related borrower would have a right to make a claim for recoupment or set-off to judgment at a foreclosure action, notwithstanding the expiration of the applicable statute of limitations. If such recoupment or set-off claim is made by the borrower under federal law to offset a judgment at a foreclosure, the Trust may have its recovery reduced or lien invalidated, among other potential damages. Furthermore, should any such mortgage loans be determined to have been originated in violation of HOEPA, a borrower could assert any claims which could have been brought against the original creditor under applicable state laws, such as consumer protection laws, whose statute of limitations may or may not have expired. If such affirmative claim is made by the borrower under a differing state law theory, the Trust may be subject to assignee liability depending upon the nature of the claim and legal theory.

The Diligence Provider also conducted a review of each Compliance Review Mortgage Loan for material compliance with certain applicable federal and state disclosure requirements, appraisal and valuation requirements, points and fees limitations, counseling requirements and predatory lending laws. The regulatory review included a review of the accuracy and completeness of information required to be disclosed by Truth in Lending Act (“**TILA**”) and/or the Real Estate Settlement and Procedures Act (“**RESPA**”) and their implementing regulations, Regulation Z and Regulation X, including the TILA-RESPA Integrated Disclosure (“**TRID**”) rule and whether any of the Compliance Review Mortgage Loans that were originated after January 1st 2014 (“**Post-2014 Mortgage Loans**”) are High Cost Mortgage Loans and are in compliance. With respect to the Qualified Mortgage Rules under Regulation Z (“**QM Rules**”), each such Post-2014 Mortgage Loan was exempt from the ability to repay rules under Regulation Z (“**ATR Rules**”) based on Freddie Mac’s purchase of such Post-2014 Mortgage Loan and eligibility under the “QM Patch”.

Such review by the Diligence Provider noted the following exceptions with respect to the Compliance Review Mortgage Loans:

Exception	Loan Count(1)(2)	% of Compliance Review Mortgage Loans (by Loan Count)	% of Final Pool (by Loan Count)
Finance/APR Charges Under-disclosed	140	7.16%	1.44%
Right of Rescission.....	555	28.37%	5.72%
TILA Violations	872	44.58%	8.99%
TRID Violations.....	3	0.15%	0.03%
Texas Equity Mortgage Loans.....	11	0.56%	0.11%
Federal / State Higher Priced Mortgage Loan (“ HPML ”) Non-Compliant.....	1	0.05%	0.01%

- (1) Certain of the Compliance Review Mortgage Loans have more than one of the exceptions identified in the table. In such instances, a Compliance Review Mortgage Loan will be placed in each exception category.
- (2) Includes Compliance Review Mortgage Loans removed from the Final Pool.

The Seller did not remove 1,149 additional Compliance Review Mortgage Loans with under-disclosed finance charges, deficient right of rescission notices or TILA violations because, in each case, the relevant period for the related borrowers to rescind such Mortgage Loans under TILA has expired and the relevant statute of limitations for affirmative claims by the borrowers has expired. However, the existence of such TILA violations would permit a borrower to make such claims as a recoupment or set-off to judgment at a foreclosure action notwithstanding the

expiration of the applicable statute of limitations. If such recoupment or set-off claim is made by the borrower to offset a judgment at a foreclosure, the Trust may have its recovery reduced or lien invalidated, among other potential damages depending upon the nature of the claim and the governing state law.

With respect to 555 Compliance Review Mortgage Loans which were found to have rescission issues, all 555 such Mortgage Loans were not removed because the relevant statute of limitations for affirmative claims has expired or will expire as of the Closing Date and no rescission claim has been made by any borrowers to date.

The Seller did not remove any of the 3 Post-2014 Compliance Review Mortgage Loans with TRID violations because, in each case, the relevant period for the related borrowers to rescind such mortgage loans under TILA has expired and the relevant statute of limitations for affirmative claims by the borrowers has expired. However, the existence of such TRID violations would permit a borrower to make such claims as a recoupment or set-off to judgment at a foreclosure action notwithstanding the expiration of the applicable statute of limitations. If such recoupment or set-off claim is made by the borrower to offset a judgment at a foreclosure, the Trust may have its recovery reduced or lien invalidated, among other potential damages depending upon the nature of the claim and the governing state law.

The Seller did not remove the 11 Compliance Review Mortgage Loans governed by Article XVI, §50(a)(6) of the Texas Constitution (“**Texas Equity Mortgage Loans**”), because (i) there was no indication that such Texas Equity Mortgage Loans did not comply with the requirements of the Texas Constitution, Article XVI, §50(a)(6) and/or (ii) such Texas Equity Mortgage Loans are able to be cured. Failure to comply with the requirements of §50(a)(6) of the Texas Constitution results in a void loan. However, the loan can become valid if the particular error is corrected within 60 days of being notified by the mortgagor of the compliance failure. Cure of any actual violations of § 50(a)(6) can be effectuated by utilizing the broad cure provisions found in the Texas Constitution.

With respect to the 1 Compliance Review Mortgage Loan which was deemed to be non-compliant with Federal and State Higher Priced Mortgage Loan (“**HPML**”) as no evidence was found that an escrow account was established at closing, such Mortgage Loan was not removed because the relevant statute of limitations for affirmative claims has expired (however, note that a borrower could raise such exceptions as a defense to foreclosure).

The Seller did not remove any of the 21 Compliance Review Mortgage Loans found to be missing certain documents or required disclosures related to the borrower’s interest or “net tangible benefit” and/or state ability to repay laws for mortgaged properties, and located in the following states Maryland (1), Minnesota (1), Ohio (6) and Rhode Island (13), because the related borrower’s benefit was confirmed by the Diligence Provider and the relevant statute of limitations for affirmative claims by the borrower has expired.

Tax & Title Review

In connection with the selection of Mortgage Loans for the Final Pool, the Seller engaged the Diligence Provider to perform a tax and title review on all of the Mortgage Loans in the Final Pool (each mortgage loan reviewed, a “**Title Review Mortgage Loan**”). The Diligence Provider conducted the tax and title review of the title policies, mortgages and lien searches to confirm the first lien position of the related mortgages and to identify other liens on the related mortgaged properties that may take priority over that of the related Title Review Mortgage Loan.

Based upon the results of the review, the Diligence Provider determined that 452 of the Title Review Mortgage Loans (representing approximately 4.66% of the Title Review Mortgage Loans) included in the Final Pool had a prior mortgage(s), prior liens and/or judgments. The Seller did not remove any of these Title Review Mortgage Loans because either (i) the related title policy did not reflect any exceptions related to a prior mortgage, prior liens and/or judgments, (ii) additional documentation was identified that evidenced that the prior mortgage, prior lien and/or judgment had been released or subordinated or (iii) the statute of limitations related to the enforcement of such prior mortgage, prior liens and/or judgments had expired.

Based upon the results of the review, the Diligence Provider also determined that the following superior liens attached to the related mortgaged properties subsequent to the issuance of the applicable final title policies and take priority over the related Title Review Mortgage Loan (each, a “**Post Origination Lien**”, and each related mortgage loan a “**Post Origination Lien Mortgage Loan**”):

Lien Type	Approximate Amount	Loan Count	% of Final Pool (by Loan Count)
HOA or COA Liens in Super Lien States ¹	\$822,143.81	167	1.72%
Municipal Liens	\$1,017,452.45	277	2.86%
Mechanics Liens.....	\$213,210.29	13	0.13%
Property Tax Liens ²	\$124,402.99	46	0.47%

- (1) For purposes of the Diligence Provider's review, the following states were considered to be super lien states for HOA or COA liens: Alabama, Alaska, Colorado, Connecticut, Delaware, District of Columbia, Florida, Hawaii, Illinois, Maryland, Massachusetts, Minnesota, Missouri, New Hampshire, New Jersey, Nevada, Oregon, Pennsylvania, Puerto Rico, Rhode Island, Tennessee, Vermont, Washington, West Virginia, and Wyoming.
- (2) However, 7 mortgage loans were not included in the mortgage loan count shown above because the mortgage loan did not have any specific Property Assessed Clean Energy ("PACE") lien delinquencies.

The Seller did not remove any Post Origination Lien Mortgage Loans that are identified on the "Schedule of Existing Liens" to be attached to the Pooling and Servicing Agreement. The Seller will not be obligated to repurchase those Mortgage Loans if Material Breaches of certain Representations and Warranties arise as a result of those Post Origination Liens because the Seller instead will be required to indemnify and reimburse the Trust for any actual losses, damages and payments incurred or made by the Trust to lien holders up to the amount of the lien that takes priority or the statutory amount during the Warranty Period.

Based upon the results of the review, the Diligence Provider also determined that the following delinquent property taxes attached to the related mortgaged properties.

Item	Approximate Amount	Loan Count	% of Final Pool (by Loan Count)
Delinquent Property Taxes	\$59,320.76	33	0.34%

100% of the Mortgage Loans in the Final Pool were included in a tax and title review.

Data Integrity Review

In connection with the selection of Mortgage Loans for the Final Pool, the Seller engaged the Diligence Provider to perform two separate data integrity reviews on certain of the mortgage loans.

Modification Data Review. For mortgage loans that have been modified, the Diligence Provider performed a data integrity review on 8 fields found on the Seller's data file for all of the Mortgage Loans in the Final Pool (the "**Modification Data Integrity Fields**") and such Mortgage Loans subject to such review, the "**Modification Data Review Mortgage Loans**") against the modification source documents on all of the mortgage loans in the initial pool at the time of the review, for a total review of 72,376 data fields (the "**Modification Data Review**").

Based on the results of the Modification Data Review, the Diligence Provider noted 405 Mortgage Loans (representing approximately 4.48% of the Modification Data Review Mortgage Loans) had 412 data variances. Such Modification Data Review Mortgage Loans were not removed because (a) the Seller determined that 98 data variances with respect to such Modification Data Review Mortgage Loans were attributable to modified first payment dates and updated the data file, (b) the servicer cured 135 data variances by sending the related borrower a clarifying letter or by locating an applicable correction letter, or (c) 179 data variances were cured by the servicer updating the data tape and/or its system of record.

100% of the Modification Data Review Mortgage Loans in the Final Pool were included in the Modification Data Review.

Non-Modified Loan Data Review. For mortgage loans that have not been modified, the Diligence Provider performed a data integrity review on 11 fields found on the Seller's data file for all of the fixed-rate non-modified Mortgage Loans (the "**Non-Modified Loan Data Integrity Fields**") and such Mortgage Loans subject to such review, the "**Non-Modified Loan Data Review Mortgage Loans**") against the promissory note for all of the Non-Modified

Loan Data Review Mortgage Loans in the initial pool at the time of the review, for a total review of 7,205 data fields (the “Non-Modified Loan Data Review”).

Based on the results of the Non-Modified Loan Data Review, the Diligence Provider noted 11 Mortgage Loans (representing approximately 1.68% of the Non-Modified Loan Data Review Mortgage Loans) included in the Final Pool had 11 data variances. Such Non-Modified Loan Data Review Mortgage Loans are included in the Final Pool because 11 of the data variances were cured by the Servicer by updating the data tape and/or its system of record.

100% of the Non-Modified Loan Data Review Mortgage Loans in the Final Pool were included in the Non-Modified Data Review.

Payment History Review. The Diligence Provider performed a payment history review on 1,477 mortgage loans intended to be included in this transaction, and, as part of that payment history review, a subset of 7 mortgage loans was targeted for inclusion in the payment history review because such subset of mortgage loans was previously dropped from one or more prior securitizations due to material pay history findings (collectively, the “**Payment History Review**” and the “**Payment History Review Mortgage Loans**”). To achieve this, the Diligence Provider created its own 36-month payment string utilizing individual mortgage loan payment history reports provided by the Seller using the MBA methodology and compared the results to the payment history provided by the Seller.

For 2 of the Payment History Review Mortgage Loans, the Diligence Provider compared between 26 and 29 months of payment history for each such Payment History Review Mortgage Loan because these mortgage loans did not have complete 36 months of payment history, and the complete payment history for 2 Payment History Review Mortgage Loans that were originated less than 36 months prior to the date of review.

Based on the results of the Payment History Review, (x) no mortgage loans were removed because of an apparent data variance between the payment string and the mortgage loan payment history reports, and/or (y) no mortgage loans (which were originated more than 36 months prior to the date of review) were removed because they had less than 24 months of payment history to review.

In addition, some of the Payment History Review Mortgage Loans were not included in the Final Pool due to such mortgage loans becoming delinquent prior to the Cut-Off Date.

Property Valuation Review

For each Mortgage Loan in the Final Pool, the Seller will provide an Automated Valuation Model (“**AVM**”) estimated property value. A Home Value Explorer® (“**HVE**”) was used when available or, if an HVE was not available, a Metropolitan Statistical Area (“**MSA**”) level house price index was used to estimate property value. If an MSA level house price index was not available, a state level house price index was used to estimate property value.

The Diligence Provider performed a property valuation review for a sample population of 3,111 mortgage loans intended to be included in this transaction, of which 50% were selected with the highest loan-to-value ratios calculated based upon the updated AVM values obtained by the Seller and the other 50% were selected randomly by the Diligence Provider and, an additional 8 mortgage loans were targeted for inclusion in the testing sample for the BPO Review as they were previously dropped from one or more prior securitizations due to material BPO findings, bringing the total sample to 3,119 (the “**Property Valuation Review**”). The Diligence Provider was unable to complete the property valuation reviews for 3 mortgage loans, and of the 3,116 mortgage loans with completed property valuation reviews, 3,094 had Broker Price Opinions (“**BPOs**”), 21 had Comparative Market Analysis Reports (“**CMAs**”), and 1 had a Comparative Desk Top Review (“**CDA**”). Based on the results of the Property Valuation Review, 5 mortgage loans were removed because of unresolvable conflicts of address, commercial property designation, vacant lots or severely damaged property.

Limitations of the Diligence Provider’s Review Process

As noted above under the risk factor captioned “*Risk Factors — Risks Relating to the Mortgage Loans — Limited Scope and Size of the Diligence Provider’s Review of the Mortgage Loans May Not Reveal Aspects of the Due Diligence Sample Which Could Lead to Realized Losses*,” there can be no assurance that the review conducted by the Diligence Provider uncovered all relevant factors relating to the origination of the Mortgage Loans, their compliance

with applicable laws and regulations or uncovered all relevant factors that could affect the future performance of the Mortgage Loans. The review was performed on a sample that did not include all of the Mortgage Loans and the Mortgage Loans that were included in the review may have characteristics that were not discovered, noted or analyzed as part of the Diligence Provider Review that could, nonetheless, result in those Mortgage Loans failing to perform in the future.

Investors are advised that the aforementioned review procedures carried out by the Diligence Provider were performed for the benefit of Freddie Mac and the Underwriters. The Diligence Provider makes no representation and provides no advice to any investor or future investor concerning the suitability of any transaction or investment strategy. The Diligence Provider performed only the review procedures described herein and is not responsible for any decision to include any Mortgage Loan in the mortgage pool. Investors are encouraged to make their own determination as to the extent to which they place reliance on the limited loan review procedures carried out as part of this review.

DESCRIPTION OF THE CERTIFICATES

General

On the Closing Date, the Seller will sell the Mortgage Loans to the Trust and the Trust will issue Certificates pursuant to the Pooling and Servicing Agreement. The Certificates will represent interests in the assets of the Trust, which will consist of (i) the Mortgage Loans, (ii) such assets as from time to time are identified as deposited in respect of the Mortgage Loans in the Collection Account, the Payment Account and the Pay-ahead Reserve Account, (iii) property acquired by foreclosure of the Mortgage Loans or deed-in-lieu of foreclosure, (iv) any applicable insurance policies, (v) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing and (vi) the obligations of Freddie Mac pursuant to the Freddie Mac Guarantee with respect to the Offered Certificates.

The Offered Certificates have the approximate initial Class Principal Amounts or Class Notional Amounts, as applicable, set forth on the cover page or combinations 1 through 15 on Schedule I of this Offering Circular. The Class Coupon for each Class of Offered Certificates will be the per annum rate set forth on the cover page or Schedule I of this Offering Circular. The Certificates (other than the Mortgage Insurance Certificate and the Residual Certificates) will be offered only in book-entry form on the book entry system of The Depository Trust Company.

The Certificates will receive distributions of principal and interest in accordance with the distribution rules set forth in the Pooling and Servicing Agreement. The Certificates will be subject to the allocation of Realized Losses and Certificate Writedown Amounts, which will reduce their Class Principal Amounts. To the extent that the Offered Certificates are allocated Realized Losses or Certificate Writedown Amounts, the Guarantor will be required to make a corresponding Guarantor Principal Payment as described herein.

Structure of Transaction

This transaction is structured as a four-tier REMIC. Specifically, the REMIC Pools are structured as follows:

REMIC Pools	Classes Issued from REMIC Pool	REMIC Pool Assets
Upper Tier	Class HA, Class HV, Class HZ, Class HA-IO, Class HB-IO, Class MA-IO, Class MB-IO, Class MA, Class MV, Class MZ, Class M55D, Class A-IO, Class M, Class B, Class B-IO, Class XS-IO and Class R	Third Tier regular interests
Third Tier	Third Tier Regular Interests and Class R	Second Tier regular interests
Second Tier	Second Tier Regular Interests and Class R	First Tier regular interests
First Tier	First Tier Regular Interests and Class R	The Mortgage Loans

Form, Registration and Transfer of the Certificates

The Offered Certificates will be Book-Entry Certificates and will be available in fully-registered form (such form, the “**Definitive Certificates**”) only in limited circumstances described below.

All of the Offered Certificates, other than the Class HA-IO, Class HB-IO, Class HT-IO, Class MA-IO, Class MB-IO, Class MT-IO and Class M55I Certificates, will be issued, held and transferable in minimum denominations of \$1,000 and additional increments of \$1. The Class HA-IO, Class HB-IO, Class HT-IO, Class MA-IO, Class MB-IO, Class MT-IO and Class M55I Certificates will be issued, held and transferable in minimum denominations of \$100,000 and additional increments of \$1. The Offered Certificates are not intended to be and should not be directly or indirectly held or beneficially owned in amounts lower than such minimum denominations. A single Certificate of each Class may be issued in an amount different (but not less) than the minimum denominations described above.

The Securities Administrator will initially serve as paying agent, certificate registrar and transfer agent for purposes of making calculations and distributions with respect to the Offered Certificates and providing for registration, transfers and exchanges of the Certificates (except for exchanges of Exchangeable Certificates and/or MACR Certificates). In addition, the Securities Administrator will perform certain reporting and other administrative functions.

Book-Entry Certificates. Persons acquiring beneficial ownership interests in the Book-Entry Certificates (“**Certificate Owners**”) will hold such Certificates through The Depository Trust Company (“**DTC**”) in the United States and Clearstream or Euroclear outside the United States, if they are participants of such systems (the “**Participants**”), or indirectly through organizations which are participants in such systems (the “**Indirect Participants**”). Each Class of Book-Entry Certificates initially will be represented by one or more physical certificates registered in the name of Cede & Co., the nominee of DTC. Except as described below, no Certificate Owner will be entitled to receive a Definitive Certificate. Unless and until Definitive Certificates are issued, it is anticipated that the only Certificateholder of the Book-Entry Certificates will be Cede & Co., as nominee of DTC. Certificate Owners will not be Certificateholders as that term is used in the Pooling and Servicing Agreement. Certificate Owners are only permitted to exercise their rights indirectly through Participants, Indirect Participants, Clearstream, Euroclear and DTC.

The Securities Administrator or another designated institution will act as the custodian for Book-Entry Certificates on DTC and as the “**Common Depository**” for Book-Entry Certificates which clear and settle through Euroclear and Clearstream.

A Certificate Owner’s ownership of a Book-Entry Certificate will be recorded on the records of the brokerage firm, bank, thrift institution or other financial intermediary (each, a “**Financial Intermediary**”) that maintains the Certificate Owner’s account for such purpose. In turn, the Financial Intermediary’s ownership of such Book-Entry Certificate will be recorded on the records of DTC (or of a participating firm that acts as agent for the Financial Intermediary, whose interest will in turn be recorded on the records of DTC, if the Certificate Owner’s Financial Intermediary is not a Participant but rather an Indirect Participant), and on the records of Clearstream or Euroclear, and their respective Participants or Indirect Participants, as applicable.

Certificate Owners will receive all distributions of principal and interest, as applicable, on the Book-Entry Certificates from the Securities Administrator through DTC (and Clearstream or Euroclear, as applicable) and Participants.

While the Book-Entry Certificates are outstanding (except under the circumstances described below), under the rules, regulations and procedures creating and affecting DTC and its operations (the “**Rules**”), DTC is required to make book-entry transfers among Participants on whose behalf it acts with respect to the Book-Entry Certificates and is required to receive and transmit distributions of principal of, and interest on, the Book-Entry Certificates. Participants and Indirect Participants with whom Certificate Owners have accounts with respect to Book-Entry Certificates are similarly required to make book-entry transfers and receive and transmit such distributions on behalf of their respective Certificate Owners. Accordingly, although Certificate Owners will not possess certificates representing their respective interests in the Book-Entry Certificates, the Rules provide a mechanism by which Certificate Owners will receive distributions and will be able to transfer their interest. It is expected that distributions by Participants and Indirect Participants to Certificate Owners will be governed by such standing instructions and customary practices. However, distributions of principal and interest in respect of such Book-Entry Certificates will be the responsibility of the applicable Participants and Indirect Participants and will not be the responsibility of DTC (or Clearstream or Euroclear, as applicable), the Issuer or the Securities Administrator once paid or transmitted by them.

As indicated above, Certificate Owners will not receive or be entitled to receive certificates representing their respective interests in the Book-Entry Certificates, except under the limited circumstances described below. Unless and until Definitive Certificates are issued, Certificateholders who are not Participants may transfer ownership of Book-Entry Certificates only through Participants and Indirect Participants by instructing such Participants and Indirect Participants to transfer Book-Entry Certificates, by book-entry transfer, through DTC (or Clearstream or Euroclear, as applicable), for the account of the purchasers of such Book-Entry Certificates, which account is maintained with their respective Participants and Indirect Participants. Under the Rules and in accordance with DTC's normal procedures, transfers of ownership of Book-Entry Certificates will be executed through DTC and the accounts of the respective Participants at DTC will be debited and credited. Similarly, the Participants and Indirect Participants will make debits or credits, as the case may be, on their records on behalf of the selling and purchasing Certificate Owners.

The laws of some states require that certain persons take physical delivery of securities in definitive certificated form. Consequently, this may limit a Certificate Owner's ability to transfer its interests in a Book-Entry Certificate to such persons. Because DTC can only act on behalf of its Participants, the ability of an owner of a beneficial interest in a Book-Entry Certificate to pledge such interest to persons or entities that are not DTC Participants, or otherwise take actions in respect of such interest, may be limited by the lack of a definitive certificate for such interest. In addition, issuance of the Book-Entry Certificates in book-entry form may reduce the liquidity of such Certificates in the secondary market because certain prospective investors may be unwilling to purchase Certificates for which they cannot obtain a physical certificate.

Because of time zone differences, credits of securities received in Clearstream or Euroclear as a result of a transaction with a Participant will be made during subsequent securities settlement processing and dated as of the next business day for Clearstream and Euroclear following the DTC settlement date. Such credits or any transactions in such securities settled during such processing will be reported to the relevant Euroclear or Clearstream Participants on such business day. Cash received in Clearstream or Euroclear as a result of sales of securities by or through a Clearstream Participant or Euroclear Participant to a DTC Participant will be received with value on the DTC settlement date but will be available in the relevant Clearstream or Euroclear cash account only as of the next business day for Clearstream and Euroclear following settlement in DTC.

Subject to compliance with the transfer restrictions applicable to the Book-Entry Certificates set forth above, transfers between Participants will occur in accordance with the Rules. Transfers between Clearstream Participants and Euroclear Participants will occur in accordance with their respective rules and operating procedures.

DTC, which is a New York-chartered limited purpose trust company, performs services for its Participants, some of which (or their representatives) own DTC. In accordance with its normal procedures, DTC is expected to record the positions held by each DTC Participant in the Book-Entry Certificates, whether held for its own account or as a nominee for another person. In general, beneficial ownership of Book-Entry Certificates will be subject to the Rules, as in effect from time to time. Certificate Owners will not receive written confirmation from DTC of their purchase, but each Certificate Owner is expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the DTC Participant through which the Certificate Owner entered into the transaction.

Clearstream Banking société anonyme, 42 Avenue JF Kennedy, L-1855, Luxembourg ("**Clearstream**"), is a subsidiary of Clearstream International ("**Clearstream International**"), a Luxembourg limited liability company formed in January 2000 through the merger of Cedel International and Deutsche Boerse Clearing, a subsidiary of Deutsche Boerse AG. In July 2002, Deutsche Boerse AG acquired Cedel International and its 50% ownership of Clearstream International. Clearstream is registered as a bank in Luxembourg, and as such is subject to supervision by the Luxembourg Financial Sector Supervisory Commission, which supervises Luxembourg banks.

Clearstream holds securities for its customers ("**Clearstream Participants**") and facilitates the clearance and settlement of securities transactions by electronic book-entry transfers between their accounts. Clearstream provides various services, including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream also deals with domestic securities markets in several countries through established depository and custodial relationships. Clearstream has established an electronic bridge with Euroclear Banks S.A./N.V. as the Euroclear Operator in Brussels to facilitate settlement of trades between systems.

Clearstream's customers are world-wide financial institutions including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Clearstream's United States customers are limited to securities brokers and dealers and banks. Currently, Clearstream offers settlement and custody services to more than two thousand five hundred (2,500) customers world-wide, covering three hundred thousand (300,000) domestic and internationally traded bonds and equities. Clearstream offers one of the most comprehensive international securities services available, settling more than two hundred fifty thousand (250,000) transactions daily. Indirect access to Clearstream is available to other institutions which clear through or maintain custodial relationship with an account holder of Clearstream.

The Euroclear System ("**Euroclear**") was created in 1968 to hold securities for its participants ("**Euroclear Participants**") and to clear and settle transactions between Euroclear Participants through simultaneous electronic book-entry delivery against payment, thereby eliminating the need for physical movement of certificates and any risk from lack of simultaneous transfers of securities and cash. Transactions may be settled in a variety of currencies, including United States dollars. Euroclear includes various other services, including securities lending and borrowing and interfaces with domestic markets in several countries generally similar to the arrangements for cross-market transfers with DTC described above. Euroclear is operated by Euroclear Bank S.A./N.V. (the "**Euroclear Operator**"). All operations are conducted by the Euroclear Operator, and all Euroclear securities clearance accounts and Euroclear cash accounts are accounts with Euroclear Operator. Euroclear plc establishes policy for Euroclear on behalf of Euroclear Participants. Euroclear Participants include banks (including central banks), securities brokers and dealers and other professional financial intermediaries. Indirect access to Euroclear is also available to other firms that clear through or maintain a custodial relationship with a Euroclear Participant, either directly or indirectly.

Securities clearance accounts and cash accounts with the Euroclear Operator are governed by the Terms and Conditions Governing Use of Euroclear and the related Operating Procedures of the Euroclear System and applicable Belgian law (collectively, the "**Terms and Conditions**"). The Terms and Conditions govern transfers of securities and cash within Euroclear, withdrawals of securities and cash from Euroclear, and receipts of payments with respect to securities in Euroclear. All securities in Euroclear are held on a fungible basis without attribution of specific certificates to specific securities clearance accounts. The Euroclear Operator acts under the Terms and Conditions only on behalf of Euroclear Participants, and has no record of or relationship with persons holding through Euroclear Participants.

Distributions on the Book-Entry Certificates will be made on each Distribution Date by the Securities Administrator to Cede & Co., as nominee of DTC. DTC will be responsible for crediting the amount of such distributions to the accounts of the applicable DTC Participants in accordance with DTC's normal procedures. Each DTC Participant will be responsible for disbursing such distributions to the Certificate Owners of the Book-Entry Certificates that it represents and to each Financial Intermediary for which it acts as agent. Each such Financial Intermediary will be responsible for disbursing funds to the Certificate Owners of the Book-Entry Certificates that it represents.

Under a book-entry format, Certificate Owners may experience some delay in their receipt of distributions, since such distributions will be forwarded by the Securities Administrator to Cede & Co. Distributions with respect to Certificates held through Clearstream or Euroclear will be credited to the cash accounts of Clearstream Participants or Euroclear Participants in accordance with the relevant system's rules and procedures, to the extent received by the Common Depository. Such distributions will be subject to tax reporting in accordance with relevant U.S. federal tax laws and regulations. See "*Certain Federal Income Tax Consequences — Taxation of Certain Foreign Investors*", "*— Backup Withholding*" and "*— Reporting and Administrative Matters*".

DTC has advised the Securities Administrator that unless and until Definitive Certificates are issued or modified, DTC will take any action the holders of the Book-Entry Certificates are permitted to take under the Pooling and Servicing Agreement only at the direction of one or more Financial Intermediaries to whose DTC accounts the Book-Entry Certificates are credited, to the extent that such actions are taken on behalf of Financial Intermediaries whose holdings include such Book-Entry Certificates. Clearstream or the Euroclear Operator, as the case may be, will take any other action permitted to be taken by a Certificateholder under the Pooling and Servicing Agreement on behalf of a Clearstream Participant or Euroclear Participant only in accordance with its relevant rules and procedures and subject to the ability of the Common Depository to effect such actions on its behalf through DTC. DTC may take actions, at the direction of the related Participants, with respect to some Book-Entry Certificates which conflict with actions taken with respect to other Book-Entry Certificates.

Although DTC, Clearstream and Euroclear have agreed to the foregoing procedures in order to facilitate transfers of Book-Entry Certificates among DTC Participants, Clearstream and Euroclear, they are under no obligation to perform or continue to perform such procedures and such procedures may be discontinued or modified at any time. The Securities Administrator will not have any responsibility for the performance by any system or their respective direct Participants or Indirect Participants or accountholders of their respective obligations under the rules and procedures governing their operations.

Neither the Trustee nor the Securities Administrator will have any responsibility for any aspect of the records relating to or distributions made on account of beneficial ownership interests of the Book-Entry Certificates held by Cede & Co., as nominee for DTC, or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests. In the event of the insolvency of DTC, a Participant or an Indirect Participant of DTC in whose name Book-Entry Certificates are registered, the ability of the Certificate Owners of such Book-Entry Certificates to obtain timely distributions and, if the limits of applicable insurance coverage by the Securities Investor Protection Corporation are exceeded or if such coverage is otherwise unavailable, ultimate distributions, of amounts distributable with respect to such Book-Entry Certificates may be impaired.

Definitive Certificates. Definitive Certificates will be issued to Certificate Owners of the Book-Entry Certificates, or their nominees, rather than to DTC, only if (i) Freddie Mac, in its corporate capacity, advises the Trustee and the Securities Administrator, or the Trustee or the Securities Administrator otherwise become aware, that DTC is no longer willing or able to discharge properly its responsibilities as nominee and depository with respect to the Book-Entry Certificates and Freddie Mac, in its corporate capacity, is unable to locate a qualified successor, or (ii) Freddie Mac, in its corporate capacity, at its option and with the consent of the applicable DTC Participants, advises the Securities Administrator in writing that it elects to terminate the book-entry system through DTC with respect to the Book-Entry Certificates.

Upon the occurrence of either of the events described above, the Securities Administrator is required to notify all applicable Certificate Owners through the applicable DTC Participants, of the occurrence of either such event and of the availability of Definitive Certificates to related Certificate Owners requesting the same. Upon surrender to the Securities Administrator of the related Certificates by DTC accompanied by registration instructions from DTC for registration, the Securities Administrator will issue the Definitive Certificates for such Class. None of the Securities Administrator, Freddie Mac or the Trustee will be liable for any delay in the delivery of such instructions and may conclusively rely on, and will be protected in relying on, such instructions. Upon the issuance of Definitive Certificates, all references in the Pooling and Servicing Agreement to obligations imposed upon or to be performed by DTC will be deemed to be imposed upon and performed by the Securities Administrator, to the extent applicable with respect to such Definitive Certificates, and the Securities Administrator and the Trustee will recognize the holders of the Definitive Certificates of the related Class as Certificateholders of such Class thereunder. Such Definitive Certificates may also bear additional legends that Freddie Mac deems advisable. None of the Certificates will ever be issuable in bearer form.

Any portion of an interest in such a Book-Entry Certificate transferred or exchanged will be executed, authenticated and delivered only in the required minimum denomination as set forth herein. A Definitive Certificate delivered in exchange for an interest in such a Book-Entry Certificate will bear the applicable legend set forth in the applicable exhibits to the Pooling and Servicing Agreement and will be subject to the transfer restrictions referred to in such applicable legends and any additional transfer restrictions as may from time to time be adopted by Freddie Mac and the Securities Administrator.

The holders of the Definitive Certificates will be able to transfer or exchange the Definitive Certificates, by surrendering them at the office of the Securities Administrator together with the form of transfer endorsed thereon duly completed and executed, and otherwise in accordance with the provisions of the Pooling and Servicing Agreement, and in exchange therefor one or more new Definitive Certificates will be issued having an aggregate Class Principal Amount equal to the remaining Class Principal Amount of the Definitive Certificates transferred or exchanged.

The Securities Administrator will keep in a certificate register the records of the ownership, exchange and transfer of Definitive Certificates. No service charge will be imposed for any registration of transfer or exchange of a Definitive Certificate, but the Securities Administrator or Trustee may require payment of a sum sufficient to cover any tax or other governmental charge imposed in connection therewith.

Replacement

The Securities Administrator will replace Definitive Certificates that are mutilated, destroyed, stolen or lost at the holder's expense when the holder provides evidence of the destruction, theft or loss of the Certificates to the Securities Administrator as well as an indemnity, satisfactory to the Trustee and the Securities Administrator.

Certificates Acquired or Retained by Freddie Mac

We may (i) on the Closing Date, retain one or more Classes of Certificates or (ii) from time to time, repurchase or otherwise acquire (either for cash or in exchange for newly-issued Certificates) some or all of any Class(es) of Certificates at any price or prices, in the open market or otherwise. We may hold or sell any Certificates that we retain or repurchase. Any Certificates we own will have an equal and proportionate benefit under the provisions of the Pooling and Servicing Agreement, without preference, priority or distinction as among those Certificates. However, solely for the purposes of giving any consent, approval or waiver pursuant to the Pooling and Servicing Agreement with respect to the rights, obligations or liabilities of the Trustee or the Guarantor, any Certificate registered in the name of the Trustee or the Guarantor, or any affiliate thereof, will be deemed not to be outstanding, and the Voting Rights to which it is entitled will not be taken into account in determining whether the requisite percentage of Voting Rights necessary to effect any such consent, approval or waiver has been obtained; provided, that the foregoing Voting Rights limitation shall not apply (i) if the Trustee or the Guarantor, as the case may be, and/or any affiliate thereof, own the entire Class of each Class of Certificates affected by such action, vote, consent or waiver, or (ii) in matters pertaining to (a) a Servicer Event of Default or (b) a proposed amendment to the Pooling and Servicing Agreement, each as described therein. As long as a Guarantor Nonpayment Event does not exist and the Guarantee Expiration Date has not passed, the Voting Rights with respect to the Guaranteed Certificates will be vested in the Guarantor.

Notice

Any notice, demand or other communication which is required or permitted to be given to a holder may be given, in the case of a holder of a Certificate maintained on DTC, by transmission through the DTC communication system. The communication will be deemed to have been sufficiently given or made upon mailing or transmission.

Distributions

Distributions on the Certificates will be made by the Securities Administrator, as paying agent, on the twenty-fifth (25th) day of each month (or, if such day is not a Business Day, then on the next succeeding Business Day), beginning in July 2020 (each, a “**Distribution Date**”), to the persons in whose names such Certificates are registered as of the Record Date. A “**Business Day**” means a day other than:

- A Saturday or Sunday.
- A day on which the offices of Freddie Mac are authorized or obligated by law or executive order to be closed.
- A day on which banking or savings and loan institutions are authorized or obligated by law or executive order to be closed in the State of New York, or any city or state in which the Trust Agent or the Securities Administrator or the Servicer or the entity maintaining the Escrow Account and the Collection Account operates, or any city in which the Trust Agent or the Securities Administrator is located or is authorized or obligated by law or executive order to be closed.

Distributions on each Distribution Date will be made by wire transfer in immediately available funds to each Certificateholder's account at a bank or other depository institution having appropriate wire transfer facilities. Cede & Co. will be the registered holder of the Certificates. However, the final distribution on any Certificate will be made in like manner only upon presentation and surrender of such Certificate at the offices of the Securities Administrator located at 111 East Fillmore Avenue, St. Paul, MN 55107 Attention: Bondholder Services — Freddie SCRT 2020-2 or as otherwise indicated on the relevant notice thereof. Distributions will be made to Certificate Owners through the facilities of DTC, as described above under “— *Form, Registration and Transfer of the Certificates*”.

Distributions on the Certificates are to be made by the Securities Administrator, on behalf of the Issuer, without deduction or withholding of taxes, except as otherwise required by law. The Certificates will not provide for any gross-up distributions in the case that distributions on the Certificates become subject to any deduction or withholding on account of taxes.

Reporting Periods

For any Distribution Date and for the purpose of making calculations with respect to the Certificates, the Collection Period, the Prepayment in Full Period and the Delinquency Determination Date on the Certificates are described under “*Summary of Terms*” and the examples provided below.

For example, on the Distribution Date in August 2020 and for purposes of making calculations with respect to the Certificates:

- (1) The Collection Period will be from July 1, 2020 through July 31, 2020,
- (2) The Prepayment in Full Period will be from July 11, 2020 through August 10, 2020, and
- (3) The Delinquency Determination Date will be July 31, 2020.

For the Distribution Date in July 2020, the Prepayment in Full Period will be from, but excluding, May 31, 2020 to and including July 10, 2020.

Glossary of Terms

The following terms are given the meanings shown below to help describe the cash flows on the Certificates (unless otherwise noted, the calculations, definitions and allocations described in this Offering Circular assume that no exchanges for MACR Certificates have occurred):

“**Aged Securitization Test**” means for any Distribution Date, a test that will be satisfied if:

- (a) the Class Principal Amount of the Class M Certificates is greater than zero; and
- (b) the Distribution Date is on or before June 2035.

“**Aggregate Adjusted Net WAC**” means for any Distribution Date, a per annum rate equal to the weighted average of the Net Mortgage Rates of the Mortgage Loans, weighted on the basis of the respective Unpaid Principal Balances of the Mortgage Loans as of the opening of business on the first day of the related Collection Period.

“**Aggregate Fee Rate**” means for any Distribution Date, a per annum rate equal to the sum of the Servicing Fee Rate, the Excess Servicing Fee Rate, the Guarantor Oversight Fee Rate (payable on or before the Guarantee Expiration Date), the Trust Agent Fee Rate, the Securities Administrator Fee Rate and the Custodian Fee Rate.

“**Benchmark**” means (a) initially, LIBOR and (b) if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to LIBOR or the then-current Benchmark, the applicable Benchmark Replacement.

“**Benchmark Replacement**” means the first alternative set forth in the order below that can be determined by the Guarantor as of the Benchmark Replacement Date:

- (1) the sum of: (a) Term SOFR and (b) the Benchmark Replacement Adjustment;
- (2) the sum of: (a) Compounded SOFR and (b) the Benchmark Replacement Adjustment;
- (3) the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark for the applicable Corresponding Tenor and (b) the Benchmark Replacement Adjustment;

(4) the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment;

(5) the sum of: (a) the alternate rate of interest that has been selected by the Guarantor as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar denominated floating rate securities at such time and (b) the Benchmark Replacement Adjustment;

provided, however, that if a Benchmark Replacement is selected pursuant to clause (2) above, and if, on the first day of any calendar month following such selection, a redetermination of the Benchmark Replacement would result in the selection of a Benchmark Replacement under clause (1) above, then (x) the Benchmark Replacement specified in clause (1) above will be the Benchmark Replacement commencing with the earliest practical index determination date thereafter and (y) the Benchmark Replacement Adjustment will be redetermined on such date utilizing the Unadjusted Benchmark Replacement corresponding to the Benchmark Replacement specified in clause (1) above. If redetermination of the Benchmark Replacement on any date described in the preceding sentence would not result in the selection of a Benchmark Replacement under clause (1), then the Benchmark will remain the Benchmark Replacement specified in clause (2) above for the following index determination date.

Notwithstanding the foregoing provisions of this definition, if a Benchmark Replacement chosen because an alternative higher in the above list was not administratively feasible and such alternative later becomes administratively feasible, the Guarantor may replace the previously selected Benchmark Replacement with such higher alternative.

“Benchmark Replacement Adjustment” means the first alternative set forth in the order below that can be determined by the Guarantor as of the Benchmark Replacement Date:

(1) the spread adjustment (which may be a positive or negative value or zero), or method for calculating or determining such spread adjustment, that has been selected, endorsed or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;

(2) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment;

(3) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Guarantor giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar denominated floating rate securities at such time.

Notwithstanding the foregoing provisions of this definition, if a Benchmark Replacement Adjustment chosen because an alternative higher in the above list was not administratively feasible and such alternative later becomes administratively feasible, the Guarantor may replace the previously selected Benchmark Replacement Adjustment with such higher alternative.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of interest accrual period, timing and frequency of determining rates and making payments of interest, changes to the definition of “Corresponding Tenor” solely when such tenor is longer than the interest accrual period and other administrative matters) that the Guarantor decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Guarantor decides that adoption of any portion of such market practice is not administratively feasible or if the Guarantor determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Guarantor determines is reasonably necessary).

“Benchmark Replacement Date” means:

(1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark; or

(2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the date of the public statement or publication of information;

provided, however, that on or after the 60th day preceding the date on which such Benchmark Replacement Date would otherwise occur (if applicable), the Guarantor may give written notice to the Securities Administrator (which will forward such notice, if any, to the Certificateholders pursuant to the notice provisions of the Pooling and Servicing Agreement) in which the Guarantor designates an earlier date (but not earlier than the 30th day following such notice) and represents that such earlier date will facilitate an orderly transition of the transaction to the Benchmark Replacement, in which case such earlier date shall be the Benchmark Replacement Date.

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination.

“Benchmark Transition Event” means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of the Benchmark announcing that the administrator has ceased or will cease to provide the Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark;

(2) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark, the central bank for the currency of the Benchmark, an insolvency official with jurisdiction over the administrator for the Benchmark, a resolution authority with jurisdiction over the administrator for the Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark has ceased or will cease to provide the Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark; or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative.

“Cap Carryover” means for any Distribution Date, if the Class Coupon for the Class M Certificates is calculated based on the Class M Net WAC, an amount equal to the excess, if any, of (a) the amount of interest that would have accrued at the Class Coupon for such Class (without regard to the Class M Net WAC) over (b) the amount of interest that accrued on such Class for such Distribution Date after giving effect to the limitation of the Class M Net WAC. Any Cap Carryover will be payable to the Class M Certificates from the Interest Distribution Amounts otherwise distributable to the more junior Classes of Certificates as further described under “— *Distributions of Interest*”.

“Capitalization Amount” means for any Distribution Date and any Mortgage Loan modified during the related Collection Period by the Servicer, the aggregate capitalized amount attributable to any unpaid interest, Servicing Advances or Pre-Existing Servicing Advances related to such Mortgage Loan.

“Capitalization Reimbursement Amount” means for any Distribution Date and any Mortgage Group, the aggregate Capitalization Amount of the Mortgage Loans in respect of Pre-Existing Servicing Advances and Servicing Advances for such Distribution Date in such Mortgage Group.

“Certificate Realized Loss” means with respect to any Class of Certificates (other than the Interest Only Certificates, the Mortgage Insurance Certificate and the Residual Certificates) and any Distribution Date, the amount by which the related Class Principal Amount is reduced as a result of any Realized Losses allocated to such Class.

“Certificate Writedown Amount” means for any Distribution Date, the amount by which the aggregate Class Principal Amount of all the Classes of Certificates (other than the Interest Only Certificates, the Mortgage Insurance Certificate and the Residual Certificates) on such Distribution Date (after giving effect to distributions of principal and allocations of any related Realized Losses and any related Subsequent Recoveries on such Distribution Date) exceeds the aggregate Unpaid Principal Balance of the Mortgage Loans at the end of the related Collection Period.

“Class Coupon” means with respect to each Distribution Date, the per annum rate equal to (A) for the Class HAU, Class HBU, Class HTU, Class MAU, Class MBU, Class MTU and Class M55H Certificates, 2.500%; (B) for the Class HA-IO, Class HB-IO, Class HT-IO, Class MA-IO, Class MB-IO, Class MT-IO and Class M55D Certificates, 4.000%; (C) for the Class M55E Certificates, 3.500%; (D) for the Class M55G Certificates, 3.00%; (E) for the Class HA, Class HB, Class HT, Class HV, Class HZ, Class MA, Class MB, Class MT, Class MV and Class MZ Certificates, 2.000%; (F) for the Class M55I Certificates, 6.000%; (G) for the Class BX Certificates, 12 times (a) the aggregate Interest Accrual Portion of the Interest Distribution Amount otherwise payable to the related portions of the Class A-IO and Class B-IO Certificates that were exchanged for the Class BX Certificates divided by (b)(i) for so long as the Class Principal Amount of the Class BX Certificates is greater than zero, the outstanding Class Principal Amount of the Class BX Certificates immediately before that Distribution Date or (ii) for so long as the Class Principal Amount of the Class BX Certificates is zero and the Class Notional Amount of the Class BX Certificates is greater than zero, the outstanding Class Notional Amount of the Class BX Certificates immediately before that Distribution Date; (H) for the Class BXS Certificates, 12 times (a) the aggregate Interest Accrual Portion of the Interest Distribution Amount otherwise payable to the related portions of the Class A-IO, Class B-IO and Class XS-IO Certificates that were exchanged for the Class BXS Certificates divided by (b)(i) for so long as the Class Principal Amount of the Class BXS Certificates is greater than zero, the outstanding Class Principal Amount of the Class BXS Certificates immediately before that Distribution Date or (ii) for so long as the Class Principal Amount of the Class BXS Certificates is zero and the Class Notional Amount of the Class BXS Certificates is greater than zero, the outstanding Class Notional Amount of the Class BXS Certificates immediately before that Distribution Date; and (I) for the Class BBIO Certificates, 12 times (a) the Interest Accrual Portion of the Interest Distribution Amount otherwise payable to the related portions of the Class B-IO Certificates that were exchanged for the Class BBIO Certificates divided by (b)(i) for so long as the Class Principal Amount of the Class BBIO Certificates is greater than zero, the outstanding Class Principal Amount of the Class BBIO Certificates immediately before that Distribution Date or (ii) for so long as the Class Principal Amount of the Class BBIO Certificates is zero and the Class Notional Amount of the Class BBIO Certificates is greater than zero, the outstanding Class Notional Amount of the Class BBIO Certificates immediately before that Distribution Date.

The Class Coupon of the Class A-IO Certificates with respect to each Distribution Date will be a per annum rate equal to the excess, if any, of (i) the Senior Adjusted Net WAC for such Distribution Date over (ii) the weighted average of the Class Coupons of the Class HA, Class HV, Class HZ, Class HA-IO, Class HB-IO, Class MA, Class MV, Class MZ, Class MA-IO, Class MB-IO and Class M55D Certificates for such Distribution Date (weighted based on the outstanding Class Principal Amounts or Class Notional Amounts, as applicable, of such Classes of Certificates immediately following the preceding Distribution Date). The Class Coupon of the Class M Certificates with respect to each Distribution Date will be a per annum rate equal to the lesser of (i) 4.25000% and (ii) the Class M Net WAC for such Distribution Date. The Class Coupon of the Class B-IO Certificates with respect to each Distribution Date will be a per annum rate equal to the excess, if any, of (i) the Subordinate Adjusted Net WAC for such Distribution Date over (ii) the weighted average of the Class Coupons of the Class M and Class B Certificates (with respect to the Class M Certificates, calculated without regard to the Class M Net WAC) for such Distribution Date (weighted based on the outstanding Class Principal Amounts of such Classes of Certificates immediately following the preceding Distribution Date). The Class Coupon of the Class XS-IO Certificates with respect to each Distribution Date, will equal the Excess Servicing Fee Rate for such Distribution Date. The initial Class Coupons of the Class A-IO, Class B-IO and Class XS-IO Certificates will be approximately 0.22294%, 1.99763% and 0.07000% per annum, respectively.

“Class M Net WAC” means as of any Distribution Date, a per annum rate, not less than zero, equal to a fraction, the numerator of which is (A) the product of (i) the Subordinate Adjusted Net WAC and (ii) the aggregate Class Principal Amount of the Class M and Class B Certificates immediately following the preceding Distribution Date, and the denominator of which is (B) the Class Principal Amount of the Class M Certificates immediately following the preceding Distribution Date.

“Compensating Interest Shortage” means for any Mortgage Loan, any Distribution Date and any voluntary Principal Prepayment in full during the portion of the related Prepayment in Full Period occurring from the eleventh day through the last day in the month preceding the related Distribution Date, the amount by which interest paid by the related Mortgagor in connection with the voluntary Principal Prepayment in full is less than one month’s interest at the related Mortgage Interest Rate on the Interest Bearing Unpaid Principal Balance of such Mortgage Loan as of the opening of business on the first day of the related Collection Period. For example, if a mortgagor makes a Principal

Prepayment in full on the 15th day of the month preceding such Distribution Date, such prepayment will result in only 14 days of interest received, creating a Compensating Interest Shortage.

“Compensating Interest Surplus” means for any Mortgage Loan, any Distribution Date and any voluntary Principal Prepayment in full during the portion of the related Prepayment in Full Period occurring from the first day through the tenth day of the month in which such Distribution Date occurs, interest on the Interest Bearing Unpaid Principal Balance of such Principal Prepayment that accrued from the first day of the month of the related Distribution Date to the date of Principal Prepayment in full; provided that a Compensating Interest Surplus shall only exist with respect to any such Mortgage Loan and any Distribution Date if the related Principal Prepayment in full is deposited by the Servicer in the Collection Account pursuant to the Pooling and Servicing Agreement in the same month as such Principal Prepayment is made, to be included with distributions on such Distribution Date. For example, if a mortgagor makes a Principal Prepayment in full on the seventh day of the month of such Distribution Date, the interest due from the first day to, but excluding, the seventh day. Such amount will be considered a Compensating Interest Surplus.

“Compounded SOFR” means the compounded average of SOFRs for the applicable Corresponding Tenor, with the rate, or methodology for this rate, and conventions for this rate (which, for example, may be compounded in arrears with a lookback and/or suspension period as a mechanism to determine the interest amount payable prior to the end of each interest accrual period or compounded in advance) being established by the Guarantor in accordance with:

(1) the rate, or methodology for this rate, and conventions for this rate selected or recommended by the Relevant Governmental Body for determining compounded SOFR; provided that:

(2) if, and to the extent that, the Guarantor determines that Compounded SOFR cannot be determined in accordance with clause (1) above, then the rate, or methodology for this rate, and conventions for this rate that have been selected by the Guarantor giving due consideration to any industry accepted market practice for similar U.S. dollar denominated floating rate securities at such time.

“Corresponding Tenor” means, with respect to a Benchmark Replacement, a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current Benchmark.

“Cumulative Loss Test” means with respect to any Distribution Date, a test that will be satisfied if the cumulative Realized Losses, as a percentage of the aggregate Cut-Off Date Balance, do not exceed the applicable percentage indicated below:

<u>Distribution Date occurring in the period</u>	<u>Percentage</u>
July 2020 to June 2022.....	1.20%
July 2022 to June 2023.....	1.80%
July 2023 to June 2024.....	2.40%
July 2024 to June 2025.....	3.00%
July 2025 to June 2026.....	3.60%
July 2026 to June 2027.....	4.20%
July 2027 to June 2028.....	4.80%
July 2028 to June 2029.....	5.40%
July 2029 and thereafter	6.00%

“Custodian Fee” means with respect to any Distribution Date, an amount equal to one-twelfth of the product of (i) 0.0065% and (ii) the aggregate Interest Bearing Unpaid Principal Balance of the Mortgage Loans as of the opening of business on the first day of the related Collection Period.

“Custodian Fee Rate” means for any Distribution Date, a per annum rate, obtained by (i) dividing the related Custodian Fee by the aggregate Unpaid Principal Balance of the Mortgage Loans as of the opening of business on the first day of the related Collection Period and (ii) multiplying by 12.

“Cut-Off Date Balance” means with respect to any Mortgage Loan, the Mortgagor Total Unpaid Principal Balance as of the Cut-Off Date (which is equal to the Unpaid Principal Balance of such Mortgage Loan as of the Cut-Off Date).

“Delinquency Test” means with respect to any Distribution Date, a test that will be satisfied if:

- (a) the Distressed Principal Balance for such Distribution Date

is less than

- (b) the product of 50% and an amount equal to the excess, if any, of (i) the aggregate outstanding Class Principal Amount of the Class M and Class B Certificates immediately following the preceding Distribution Date over (ii) the aggregate Realized Losses for such Distribution Date.

“Designated Page” means Bloomberg L.P.’s page “BBAM”, or any other page that may replace page BBAM on that service or any other service that ICE nominates as the information vendor to display ICE’s interest settlement rates for deposits in U.S. dollars.

“Distressed Principal Balance” means with respect to any Distribution Date, the sum, without duplication, of (a) the aggregate Unpaid Principal Balance of (i) any REO property, (ii) any Mortgage Loan in a foreclosure or bankruptcy status and (iii) any Mortgage Loans delinquent sixty (60) days or more as of the related Delinquency Determination Date, and (b) the aggregate Unpaid Principal Balance of Mortgage Loans modified in the related Collection Period or any of the preceding eleven (11) Collection Periods; minus any Repperforming Post-Forbearance Plan Mortgage Loan Amount.

“Excess Servicing Fee Amount” means with respect to each Distribution Date, an amount equal to one-twelfth of the product of (i) the Excess Servicing Fee Rate and (ii) the aggregate Unpaid Principal Balance of the Mortgage Loans as of the opening of business on the first day of the related Collection Period (provided, however, that for each Mortgage Loan that had a voluntary Principal Prepayment in full during the portion of the related Prepayment in Full Period occurring from the first day through the tenth day of the month, the Unpaid Principal Balance of such Mortgage Loan will be deemed to be zero for purposes of calculating the Excess Servicing Fee Amount for the Distribution Date immediately following such Distribution Date).

“Excess Servicing Fee Rate” means with respect to each Distribution Date, a per annum rate equal to the excess, if any, of 0.2000% over the Servicing Fee Rate; for the avoidance of doubt, in no event will the Excess Servicing Fee Rate be less than zero for any Distribution Date.

“Existing Liens” means liens shown on Schedule I to Appendix C that exist with respect to the specified Mortgage Loans as of the Cut-Off Date.

“Expenses” means, with respect to any Distribution Date and any party to the Pooling and Servicing Agreement or the Custodian, an amount equal to the sum of all extraordinary related charges and other costs, indemnification amounts and litigation costs relating to the Mortgage Loans (excluding, for the avoidance of doubt, amounts constituting Servicing Advances) incurred under the Custodial Agreement and the Pooling and Servicing Agreement, which are reimbursable to such party from the Trust in excess of the amount of the Servicing Fee, the Guarantor Oversight Fee, the Trust Agent Fee, the Securities Administrator Fee or the Custodian Fee, as applicable, payable to such party.

“Expenses Cap” means the aggregate annual cap on Expenses applicable to the Securities Administrator, the Custodian, the Trust Agent, the Servicer, the Seller, the Issuer, the Trustee and the Guarantor, equal to an aggregate maximum reimbursement of \$325,000 in any calendar year; provided that, in no event, in any calendar year, will the aggregate amount of such Expenses reimbursed to (i) the Trust Agent exceed \$25,000, (ii) the Securities Administrator exceed \$50,000, (iii) the Servicer exceed \$50,000, (iv) the Custodian exceed \$50,000 and (v) the Seller, Issuer, Trustee and Guarantor exceed \$150,000; provided, however, that Expenses incurred by the Trustee, the Securities Administrator or the Custodian related to or resulting from a Servicer Event of Default will not be subject to any of their respective cap amounts listed above; and provided further, that neither the Servicer nor any affiliate of the Servicer may be reimbursed for any Expense related to or arising from a Servicer Event of Default. Any Expenses in excess of the aggregate, respective limits herein (**“Excess Expenses”**) will be reimbursable to the Servicer, the Securities Administrator, the Custodian, the Seller, the Trust Agent, the Trustee, and the Guarantor to the extent of funds available on each Distribution Date. See *“— Interest”* and *“— Distributions of Interest”*. As of any date of determination, any Excess Expenses which remain unreimbursed after application of the applicable Expenses Cap in

any calendar year, will be reimbursable, subject to the applicable Expenses Cap, to the applicable party in subsequent years.

“Federal Reserve Bank of New York’s Website” means the website of the Federal Reserve Bank of New York at <http://www.newyorkfed.org>, or any successor source.

“FHA” means the Federal Housing Administration.

“Freddie Mac Pay-ahead Payment” means for the first Distribution Date only, with respect to each Mortgage Loan which is a Pay-ahead Loan as of the Cut-Off Date, the amount the Servicer is required to remit to the Trust on behalf of Freddie Mac (and for which Freddie Mac will be required to reimburse the Servicer) equal to the aggregate of the excess, if any, of (i) the Monthly Interest Amount for such Mortgage Loan over (ii) any payment of interest collected during the related Collection Period (including any related Compensating Interest payment made by the Servicer during the applicable Prepayment in Full Period) for such Mortgage Loan.

“Ginnie Mae” means the Government National Mortgage Association.

“Group H Adjusted Net WAC” means for any Distribution Date, a per annum rate equal to the weighted average of the Net Mortgage Rates of the Group H Mortgage Loans, weighted on the basis of the respective Unpaid Principal Balances of the Group H Mortgage Loans as of the opening of business on the first day of the related Collection Period.

“Group M Adjusted Net WAC” means for any Distribution Date, a per annum rate equal to the weighted average of the Net Mortgage Rates of the Group M Mortgage Loans, weighted on the basis of the respective Unpaid Principal Balances of the Group M Mortgage Loans as of the opening of business on the first day of the related Collection Period.

“Group M55 Adjusted Net WAC” means for any Distribution Date, a per annum rate equal to the weighted average of the Net Mortgage Rates of the Group M55 Mortgage Loans, weighted on the basis of the respective Unpaid Principal Balances of the Group M55 Mortgage Loans as of the opening of business on the first day of the related Collection Period.

“Guarantor Interest Payment” means for any Distribution Date and any Class of Guaranteed Certificates entitled to interest, an amount equal to the Interest Deficiency Amount for such Class for such Distribution Date. The Guarantor is required to remit on such Distribution Date such amount to the Securities Administrator, for the benefit of the Trust, to be distributed as interest to any Class of Guaranteed Certificates up to the Interest Deficiency Amount for such Class.

“Guarantor Maturity Payment” means if the remaining Class Principal Amount of any Class of Guaranteed Certificates is greater than zero after the application of the distributions of interest and principal in accordance with “— *Distributions of Interest*” and “— *Principal — Allocation of Principal Remittance Amount*” and the allocations of Realized Losses, Certificate Writedown Amounts and Subsequent Recoveries on the Stated Final Distribution Date, the Guarantor will be required to remit such amount to the Securities Administrator, for the benefit of the Trust, equal to the remaining Class Principal Amount of such Class of Guaranteed Certificates. This amount will be distributed to each such Class of Guaranteed Certificates as principal.

“Guarantor Nonpayment Event” means an event that exists if, with respect to any date of determination, as of such date, the Guarantor has failed to make any Guarantor Interest Payment, Guarantor Principal Payment or Guarantor Maturity Payment required to be made on any prior Distribution Date.

“Guarantor Principal Payment” means for any Distribution Date and any Class of Guaranteed Certificates entitled to principal, an amount equal to the Principal Deficiency Amount for such Class for such Distribution Date. The Guarantor is required to remit on such Distribution Date such amount to the Securities Administrator, for the benefit of the Trust, to be distributed as principal to any Class of Guaranteed Certificates up to the Principal Deficiency Amount for such Class.

“Guarantor Servicing Control Trigger Distressed Principal Balance” means for any Distribution Date, the sum, without duplication, of (a) the aggregate Unpaid Principal Balance of (i) any REO Property; (ii) any Mortgage Loan in a foreclosure or bankruptcy status and (iii) any Mortgage Loan that is delinquent sixty (60) days or more as of the related Delinquency Determination Date and (b) the aggregate Unpaid Principal Balance of any Mortgage Loans modified in the related Collection Period or any of the preceding eleven (11) Collection Periods, minus (x) the Non-Current Forbearance Plan Mortgage Loan Amount and (y) the Reperforming Post Forbearance Plan Mortgage Loan Amount.

“Initial Principal Forbearance Amount” means for any Mortgage Loan, the deferred principal balance, if any, of such Mortgage Loan as of the Cut-Off Date. The aggregate Initial Principal Forbearance Amount of all the Mortgage Loans is approximately \$168,019,740.

“Insurance Proceeds” means all proceeds of any insurance policies with respect to the Mortgage Loans, mortgaged properties and REO properties to the extent such proceeds are not to be applied to the restoration of the related mortgaged property or REO property and released to the related mortgagor in accordance with the Servicing Requirements and excluding insured expenses.

“Interest Bearing Unpaid Principal Balance” means for any date of determination and as to each Mortgage Loan, the portion of the Mortgagor Total Unpaid Principal Balance that bears interest in accordance with the related mortgage note, any modification agreement or other loan documentation. The aggregate Interest Bearing Unpaid Principal Balance of all the Mortgage Loans, as of the Cut-Off Date, is approximately \$1,404,639,416.

“Interest Deficiency Amount” means for any Distribution Date and any Class of Guaranteed Certificates, the amount by which the Interest Distribution Amount for such Class exceeds the sum of (i) interest actually distributed to such Class and (ii) in the case of a Class of Accrual Certificates, the portion of such Interest Distribution Amount distributed as principal to the related Class of Accretion Directed Certificates pursuant to *“Description of the Certificates — Distributions of Interest”*.

“Interest Distribution Amount” means for any Class of Certificates (other than the Class B Certificates, the Mortgage Insurance Certificate and the Residual Certificates), on any Distribution Date, an amount equal to the sum of (A) the interest accrued during the related Accrual Period on the related Class Principal Amount or Class Notional Amount, as applicable, as of the preceding Distribution Date at the applicable Class Coupon (the **“Interest Accrual Portion”**), and (B) any unpaid Interest Distribution Amounts for such Class from any preceding Distribution Date (without duplication) (the **“Interest Carryforward Portion”**). Interest will be calculated and payable on the basis of a 30-day Accrual Period and a 360-day year.

“Interest Remittance Amount” means with respect to any Distribution Date and any Mortgage Group, without duplication an amount, not less than zero, equal to:

- (a) with respect to any Mortgage Loan in such Mortgage Group, the sum of (i) all payments of interest collected during the related Collection Period, including amounts paid by the Servicer as Compensating Interest on such Mortgage Loan; (ii) collections from borrowers for the reimbursement of any Pre-Existing Servicing Advances received during the related Collection Period; (iii) on the Distribution Date on which the Trust is to be terminated pursuant to an Optional Termination, accrued interest on the Mortgage Loans and, without duplication, any amounts owed to the Guarantor for any unreimbursed Guarantor Principal Payments, Guarantor Interest Payments, Guarantor Maturity Payments and related interest thereon, as applicable, in each case payable as part of the Termination Price; (iv) the IRA Shortfall Amount for such Mortgage Group as of the preceding Distribution Date; (v) the Capitalization Amount for such Mortgage Group and Distribution Date; and (vi) the Pay-ahead Reserve Account Release for such Distribution Date;

Minus, without duplication:

- (b) the sum of (i) the total fees and Expenses (subject to the Expenses Cap) for such Mortgage Group; (ii) any amount, without duplication, paid to reimburse the Seller or the Servicer in respect of Pre-Existing Servicing Advances or Nonrecoverable Advances with respect to such Mortgage Group, to the extent of such amounts remaining after allocating such amounts first to clause (b)(iii) of the Principal Remittance

Amount for such Distribution Date; (iii) the PRA Shortfall Amount for such Mortgage Group; and (iv) the Pay-ahead Reserve Account Deposit for such Mortgage Group (excluding any amounts deposited in the Pay-ahead Reserve Account on such Distribution Date pursuant to priority “*Thirteenth*” described under “— *Distributions of Interest*”).

For any Mortgage Group on any Distribution Date, in the event that the amounts and collections set forth in the above clause “(a)” are less than the amounts, fees and Expenses set forth in the above clause “(b)” for such Mortgage Group, the unpaid portion of such amounts, fees and Expenses set forth in the above clause “(b)” for such Mortgage Group will be paid from the aggregate amounts and collections set forth in the above clause “(a)” for all other Mortgage Groups, net of the respective amounts, fees and Expenses set forth in the above clause “(b)” for all other Mortgage Groups, *pro rata*, based on the remaining sum of such amounts for each Mortgage Group on such Distribution Date.

“**IRA Shortfall Amount**” means with respect to any Distribution Date and any Mortgage Group, an amount, not less than zero, equal to the PRA Shortfall Amount for such Mortgage Group minus the Servicer Shortfall Amount for such Mortgage Group.

“**ISDA Definitions**” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time.

“**ISDA Fallback Adjustment**” means the spread adjustment, (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark for the applicable tenor.

“**ISDA Fallback Rate**” means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment.

“**LIBOR Adjustment Date**” means with respect to any Distribution Date, the second business day prior to the previous Distribution Date. For this purpose, a “business day” is a day on which banks are open for dealing in foreign currency and exchange in London, New York City and Washington, D.C.

“**Liquidated Mortgage Loan**” means a Mortgage Loan that is liquidated, in whole or in part, or charged off as a result of a third-party foreclosure sale, REO property sale, short sale, or otherwise, or a Mortgage Loan that is removed from the Trust by a governmental authority exercising the power of eminent domain or through a condemnation proceeding, or other means, that is processed by the Servicer and is reflected in its system of record as a liquidation during the related Collection Period.

“**Liquidation Proceeds**” means with respect to any Liquidated Mortgage Loan and for the Distribution Date related to the liquidation of such Mortgage Loan, (a) all cash amounts (net of selling expenses), including Other Insurance Proceeds and any related Loss Indemnification Amounts or Servicing Remedy Amounts, received in connection with the liquidation of such defaulted Mortgage Loan, whether through a foreclosure sale, REO property sale, short sale or otherwise or amounts received in connection with any condemnation or partial release of a mortgaged property, (b) any amounts received by the Trust from a governmental authority in connection with the acquisition of a Mortgage Loan by eminent domain (to the extent such amounts, with respect to a Mortgage Loan, are less than the outstanding principal balance of the related Mortgage Loan), (c) the excess, if any, of the Mortgage Claim Payment over the Mortgage Insurance Proceeds, in each case, for such Mortgage Loan and (d) any other proceeds (net of selling expenses) received in connection with the disposition of an REO property.

“**Loss Indemnification Amount**” means for any Distribution Date an amount equal to: (i) for any Liquidated Mortgage Loan, the lesser of (x) the Final Loss Estimate Amount and (y) the aggregate amount of any Realized Losses, net of any Subsequent Recoveries, attributed to such Liquidated Mortgage Loan for such Distribution Date; or (ii) for any Mortgage Loan that is not a Liquidated Mortgage Loan, the Final Loss Estimate Amount as determined by the Independent Reviewer in its sole discretion.

“Loss Statement” means for any Distribution Date, a statement for any Mortgage Loan or Liquidated Mortgage Loan which has a Realized Loss or Subsequent Recovery in the related Collection Period.

“MHA” means the United States Treasury’s Making Home Affordable Program (MHA), which includes HAMP and the Home Affordable Foreclosure Alternatives Program (HAFA).

“Minimum Credit Enhancement Test” means with respect to any Distribution Date, a test that will be satisfied if:

- (a) the weighted average of the Group H, Group M and Group M55 Subordinate Percentages, weighted based on the aggregate Unpaid Principal Balance of the Mortgage Loans in each Mortgage Group as of the opening of business on the first day of the related Collection Period, is greater than or equal to 21.00%; and
- (b) the aggregate Class Principal Amount of the Class M and Class B Certificates immediately prior to such Distribution Date exceeds 3.00% of the aggregate Cut-Off Date Balance.

“Monthly Interest Amount” means with respect to any Mortgage Loan and any Distribution Date, one-twelfth of the product of (i) the Interest Bearing Unpaid Principal Balance for such Mortgage Loan as of the beginning of the related Collection Period, and (ii) the Mortgage Interest Rate applicable to the scheduled payment next due from the related mortgagor as of the end of the second preceding month in which such Distribution Date occurs.

“Mortgage Claim Payment” means for each Mortgage Loan that is covered by a Mortgage Insurance Policy and any Distribution Date, all insurance proceeds received in respect of such Mortgage Insurance Policy during the related Collection Period.

“Mortgage Insurance Coverage Percentage” means for each Mortgage Loan that is covered by a Mortgage Insurance Policy, the percentage of mortgage insurance coverage in effect as of the Cut-Off Date.

“Mortgage Insurance Policy” means with respect to any Mortgage Loan, any primary mortgage guaranty insurance policy (including all endorsements thereto) issued by an insurance company duly qualified as such under the laws of the state in which the related mortgaged property is located, duly authorized and licensed in such state to transact the applicable insurance business and to write the insurance provided and, with respect to mortgage guaranty insurers, was an approved or eligible Freddie Mac insurer at the time of purchase by Freddie Mac in connection with such Mortgage Loan that provides compensation to such Mortgage Loan holder in the event of default by the obligor under such Mortgage Loan or the related security instrument, if any, or any replacement policy therefor.

“Mortgage Insurance Proceeds” means for each Mortgage Loan that is covered by a Mortgage Insurance Policy and any Distribution Date, if the mortgage insurance company takes title of the underlying property as its claim payment (i.e., exercises an acquisition option if available to it), then the product of (a) the Mortgage Claim Payment and (b) the Mortgage Insurance Coverage Percentage for such Mortgage Loan, otherwise the Mortgage Claim Payment.

Mortgage Insurance Proceeds will not be included in Liquidation Proceeds and will be paid on each Distribution Date to the Class MI Certificate, in an amount equal to all available Mortgage Insurance Proceeds.

“Mortgage Interest Rate” means (a) with respect to each fixed-rate Mortgage Loan, the fixed annual rate of interest provided for in the related mortgage note, including any modification, and (b) with respect to each step-rate Mortgage Loan, the annual rate of interest on such step-rate Mortgage Loan in accordance with the provisions of the related mortgage note (or modification), in each case net of any reduction due to the Relief Act or similar state laws and as such may be modified in accordance with a modification.

“Mortgagor Total Unpaid Principal Balance” means with respect to any Mortgage Loan or related REO property and any date of determination, the sum of (i) the balance of such Mortgage Loan at origination and (ii) the total Capitalization Amount for such Mortgage Loan; *minus* the sum of (a) any amounts applied to the related mortgagor’s account to reduce the principal balance of such Mortgage Loan, including all principal payments, without duplication (including, *inter alia*, the principal portion of monthly payments received by the Servicer, partial or full

prepayments of principal, application of Net Liquidation Proceeds to the unpaid principal balance, and incentive payments under HAMP, if applicable) and (b) any principal forgiven as a result of any modification by the Servicer or by a court of competent jurisdiction or a governmental entity with authority to require that such Mortgage Loan be modified.

Unless otherwise noted, references to the aggregate Mortgagor Total Unpaid Principal Balance of the Mortgage Loans will also include the aggregate Mortgagor Total Unpaid Principal Balance of any REO properties.

“Net Liquidation Proceeds” means with respect to any Liquidated Mortgage Loan, the related Liquidation Proceeds net of the reimbursement of any related Servicing Advances or Pre-Existing Servicing Advances.

“Net Mortgage Rate” means with respect to each Mortgage Loan and any Distribution Date, (i) the product of (a) the Mortgage Interest Rate applicable to the scheduled payment next due and payable by the related mortgagor as of the end of the second preceding month in which such Distribution Date occurs, and (b) a fraction, the numerator of which is the Interest Bearing Unpaid Principal Balance, and the denominator of which is the Unpaid Principal Balance (both as of the first day of the month immediately preceding the month in which such Distribution Date occurs), reduced by (ii) the Aggregate Fee Rate. For this purpose, the Mortgage Interest Rate with respect to any Mortgage Loan that has become an REO property will be the related Mortgage Interest Rate for such Mortgage Loan.

“Non-Current Forbearance Plan Mortgage Loan Amount” means with respect to each Distribution Date, an amount equal to the aggregate Unpaid Principal Balance of the Mortgage Loans at the end of the Collection Period relating to such Distribution Date that are (i) sixty (60) or more days delinquent as of the related Delinquency Determination Date, and (ii) on a TFP.

“One-Month LIBOR” means the interest settlement rate for U.S. dollar deposits with a maturity of one month set by ICE Benchmark Administration Limited (“ICE”) as of 11:00 a.m. (London time) on the LIBOR Adjustment Date as displayed on the Designated Page, as determined by the Guarantor. If ICE's interest settlement rate does not appear on the Designated Page as of 11:00 a.m. (London time) on a LIBOR Adjustment Date, or if the Designated Page is not then available, One-Month LIBOR for that date will be the most recently published interest settlement rate. If a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, the Guarantor shall determine an alternative index in accordance with the Benchmark Replacement provisions described in this Offering Circular under *“Description of the Certificates - Benchmark Replacement Provisions”*. See also *“Risk Factors — Changes to, or Elimination of, LIBOR Could Adversely Affect Your Investment in the Certificates”* and *“— The Use of an Alternative Method or Index in Place of LIBOR for Determining Monthly Interest Rates May Result in Adverse Tax Consequences with respect to the Certificates, if any, with Class Coupons Based on LIBOR”*.

“Optional Control Class” with respect to any Distribution Date, after giving effect to distributions of principal and allocations of any related Realized Losses, any related Certificate Writedown Amounts, and any related Subsequent Recoveries on such Distribution Date, (a) if the aggregate Class Principal Amount of the Class M and Class B Certificates is less than the Pipeline Losses for the related Distribution Date, there will be no Optional Control Class; (b) if (1) the Class Principal Amount of the Class B Certificates is less than the Pipeline Losses for the related Distribution Date, or (2) the Class Principal Amount of the Class M Certificates is greater than 10% of the Class Principal Amount of the Class M Certificates as of the Cut-Off Date, the Class M Certificates will be the Optional Control Class. Otherwise, to the extent neither (a) nor (b) is satisfied with respect to any date of determination, the Class B Certificates will be the Optional Control Class.

“Optional Termination” means an election by (a) the Certificateholders of the Class B Certificates entitled to at least a majority of the Voting Rights of such Class (not including any Class B Certificates owned by the Guarantor) or (b) the Servicer, each at its option as described under *“Summary of Terms — Optional Termination”*, to purchase at the Termination Price all of the Mortgage Loans and other assets in the Trust, thereby causing an early termination of the Trust, on any Distribution Date on which the aggregate Unpaid Principal Balance of the Mortgage Loans is less than 10% of the aggregate Cut-Off Date Balance, subject to the satisfaction of the conditions set forth in the Pooling and Servicing Agreement.

“Other Insurance Proceeds” means all proceeds of any insurance policies, except Mortgage Insurance Policies, with respect to the Mortgage Loans, mortgaged properties and REO properties, to the extent such proceeds are not to

be applied to the restoration of the related mortgaged properties or REO properties, and released to the related mortgagor in accordance with the servicing requirements and excluding insured expenses.

“Pay-ahead Loan” means for any Distribution Date, a Mortgage Loan for which, as of the close of business on the last day of the related Collection Period, its next payment is due in or after the calendar month following such Distribution Date.

“Pay-ahead Reserve Account” means for each Group and each Distribution Date, the account to which the interest portion of the mortgage payments of any Pay-ahead Loans in such Group is remitted by the Servicer to the Securities Administrator in the related Collection Period for deposit. In addition, as further described under “— *Distributions of Interest*” below, any amounts remaining after priority “*Twelfth*” will be deposited into the Pay-ahead Reserve Account for the related Group, *pro rata* based on the outstanding Unpaid Principal Balance for such Group at the end of the related Collection Period. All such amounts deposited into the Pay-ahead Reserve Account for any Group on any Distribution Date will be included in the Interest Remittance Amount for such Group on the following Distribution Date.

“Pay-ahead Reserve Account Deposit” means for each Group on any Distribution Date, the sum of (A) for each Pay-ahead Loan that has not made a full prepayment during the related Prepayment in Full Period, the lesser of (x) the product of the Monthly Interest Amount for such Mortgage Loan and the number of months between the calendar month of such Distribution Date and the calendar month in which its next payment is due as of the last day of the related Collection Period, and (y) the aggregate of the excess, if any, of (i) any payment of interest collected during the related Collection Period for each such Mortgage Loan, over (ii) the Monthly Interest Amount for each such Mortgage Loan and (B) any amounts distributable to the Pay-ahead Reserve Account for such Group pursuant to priority “*Thirteenth*” of the “— *Distributions of Interest*”; provided, however, on the final Distribution Date the Pay-ahead Reserve Account Deposit will be zero.

“Pay-ahead Reserve Account Release” means for each Group and any Distribution Date (other than the first Distribution Date), the Pay-ahead Reserve Account Deposit for such Group for the preceding Distribution Date; for the first Distribution Date, the Freddie Mac Pay-ahead Payment for such Group.

“Pipeline Losses” means with respect to any Distribution Date, the product of (i) the Distressed Principal Balance and (ii) the lesser of (a) 60% and (b) the greater of (x) 25% and (y) the sum of the Realized Losses from the last 12 Collection Periods divided by the sum of the Unpaid Principal Balance of all Liquidated Mortgage Loans from the last 12 Collection Periods.

“Principal Deficiency Amount” means for any Distribution Date and any Class of Guaranteed Certificates entitled to principal, the amount of any Realized Losses and Certificate Writedown Amounts allocated to such Class on such Distribution Date, net of any Subsequent Recoveries allocated to such Class on such Distribution Date.

“Principal Forbearance Loss” means for any Mortgage Loan and any Distribution Date, the greater of (i) zero and (ii) the greater of (a) the deferred principal balance of such Mortgage Loan as of the end of the related Collection Period and (b) the related Initial Principal Forbearance Amount, minus the greater of (x) the deferred principal balance of such Mortgage Loan as of the beginning of the related Collection Period and (y) the related Initial Principal Forbearance Amount.

“Principal Remittance Amount” means with respect to any Distribution Date and any Mortgage Group, without duplication, an amount not less than zero, equal to:

- (a) the sum of (i) all scheduled and partial principal payments collected on the Mortgage Loans in such Mortgage Group during the related Collection Period (including any incentive payments under HAMP, if applicable); (ii) all full prepayments of principal collected on the Mortgage Loans in such Mortgage Group during the related Prepayment in Full Period (including the principal portion of any Repurchase Price); (iii) Net Liquidation Proceeds related to such Mortgage Group; (iv) Subsequent Recoveries related to such Mortgage Group (without duplication of any recovered Principal Forbearance Loss amounts included above); (v) any Loss Indemnification Amounts and Servicing Remedy Amounts that are not included in Liquidation Proceeds or Subsequent Recoveries; and (vi) on the Distribution Date on which the Trust is to be terminated pursuant to the Optional Termination, the sum of (1) the aggregate

Mortgagor Total Unpaid Principal Balance of the Mortgage Loans in such Mortgage Group (other than with respect to the REO properties) and (2) the aggregate market value of any REO properties in such Mortgage Group;

Minus

- (b) the sum of (i) any related Subsequent Losses, (ii) any related Capitalization Amount; and (iii) any related PRA Shortfall Amount (if not already netted from the Interest Remittance Amount pursuant to clause (b)(iii) of the definition of Interest Remittance Amount herein) as of the preceding Distribution Date, in each case, with respect to the Mortgage Loans in such Mortgage Group.

“PRA Shortfall Amount” means with respect to any Distribution Date and any Mortgage Group, an amount, not less than zero, equal to the amount in clause (b) of the Principal Remittance Amount definition with respect to such Mortgage Group, minus the amount in clause (a) of the Principal Remittance Amount definition with respect to such Mortgage Group.

“Realized Loss” means for any Distribution Date and any Mortgage Loan, an amount (without duplication) equal to the sum of:

- (a) if such Mortgage Loan becomes a Liquidated Mortgage Loan during the related Collection Period, an amount (not less than zero) equal to (i) the Unpaid Principal Balance as of the opening of business on the first day of the related Collection Period minus (ii) the Net Liquidation Proceeds,
- (b) in the event of bankruptcy of a mortgagor, the amount by which a bankruptcy court reduces the Mortgagor Total Unpaid Principal Balance of any related Mortgage Loan, as reported to the Servicer and recorded in its system of record,
- (c) the related Principal Forbearance Loss and any forgiveness amounts for such Distribution Date, and
- (d) any subsequent losses for any Mortgage Loan that was a Liquidated Mortgage Loan in any prior Collection Period (**“Subsequent Loss”**).

“Reference Time” means, with respect to any determination of the Benchmark, (1) if the Benchmark is LIBOR, 11:00 a.m. (London time) on the day that is two London banking days preceding the date of such determination, and (2) if the Benchmark is not LIBOR, the time determined by the Guarantor in accordance with the Benchmark Replacement Conforming Changes.

“Reperforming Post-Forbearance Plan Mortgage Loan Amount” means with respect to each Distribution Date, an amount equal to the aggregate Unpaid Principal Balance of the Mortgage Loans that (i) (a) are delinquent sixty (60) days or more as of the related Delinquency Determination Date or (b) have been subject to a Modification in the related Collection Period or any of the preceding eleven (11) Collection Periods, (ii) were previously on a TFP in any Collection Period prior to such Distribution Date and (iii) have made a number of contractually due mortgage payments that are greater than or equal to the number of Collection Periods since such Mortgage Loan was last on a TFP.

“Relevant Governmental Body” means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

“Repurchase Price” means for any Mortgage Loan that is not a Liquidated Mortgage Loan which is repurchased by the Seller, the sum of (a) the Unpaid Principal Balance of such Mortgage Loan as of the date of repurchase, (b) interest on such Mortgage Loan, calculated at the Net Mortgage Rate on the Unpaid Principal Balance of such Mortgage Loan for each Accrual Period from the due date as to which interest was last paid to the Trust on behalf of such Mortgage Loan up to and including the close of business on the last day of the related Accrual Period and (c) any Realized Losses, net of any Subsequent Recoveries, attributed to such Mortgage Loan on any Distribution Date.

“Review Notice” means the notice provided by the Servicer or the Trustee to the Trust Agent, Seller and Custodian (and the Servicer if initiated by the Trustee) initiating a Breach Review.

“Senior Adjusted Net WAC” means for any Distribution Date, a per annum rate, not less than zero, equal to the weighted average of the Group H Adjusted Net WAC, Group M Adjusted Net WAC and Group M55 Adjusted Net WAC for such Distribution Date, weighted based on the product of (i) the aggregate Unpaid Principal Balance of the Mortgage Loans within each Mortgage Group as of the opening of business on the first day of the related Collection Period and (ii) the Senior Percentage for the related Mortgage Group for such Distribution Date.

“Senior Percentage” means with respect to any Distribution Date and any Mortgage Group, the percentage equivalent of a fraction (not to exceed 100%), the numerator of which is the aggregate Class Principal Amount of the Guaranteed Certificates primarily related to such Mortgage Group immediately preceding such Distribution Date and the denominator of which is the aggregate Unpaid Principal Balance of the Mortgage Loans for such Mortgage Group as of the opening of business on the first day of the related Collection Period.

The initial Senior Percentage for each of Group H, Group M and Group M55 will be approximately 87.00%.

“Senior Principal Distribution Amount” means with respect to any Distribution Date on which the Step-Down Test is satisfied and for each Mortgage Group, the sum of (a) the product of (i) the related Senior Percentage for the related Mortgage Group for such Distribution Date and (ii) the related Principal Remittance Amount less Net Liquidation Proceeds related to such Mortgage Group for such Distribution Date; and (b) the Net Liquidation Proceeds related to such Mortgage Group for such Distribution Date.

For any Distribution Date on which the Step-Down Test is not satisfied, the Senior Principal Distribution Amount for each Mortgage Group will be equal to the related Principal Remittance Amount.

“Servicer Shortfall Amount” means with respect to any Distribution Date and any Mortgage Group, an amount, not less than zero, equal to the amount in clause (b) of the related Interest Remittance Amount definition for such Mortgage Group minus the amount in clause (a) of the related Interest Remittance Amount definition with respect to such Mortgage Group.

“Servicing Fee” means for any Distribution Date, a monthly fee equal to one-twelfth of the product of (i) 0.1300% and (ii) the aggregate Mortgagor Total Unpaid Principal Balance of each Mortgage Loan or attributable to each REO property as of the opening of business on the first day of the related Collection Period (*provided, however*, that for each Mortgage Loan that had a voluntary Principal Prepayment in full during the portion of the Prepayment in Full Period occurring from the first day through the tenth day of the month in which such Distribution Date occurs, no Servicing Fee will be due or payable on such Mortgage Loan after such Distribution Date).

“Servicing Fee Rate” means for any Distribution Date, a per annum rate obtained by (i) dividing the Servicing Fee by the aggregate Unpaid Principal Balance of the Mortgage Loans as of the opening of business on the first day of the related Collection Period (*provided, however*, that for each Mortgage Loan that had a voluntary Principal Prepayment in full during the portion of the Prepayment in Full Period occurring from the first day through the tenth day of the month in which such Distribution Date occurs, the Unpaid Principal Balance of such Mortgage Loan will be deemed to be zero for purposes of calculating the Servicing Fee Rate for the Distribution Date immediately following such Distribution Date) and (ii) multiplying by 12. For example, if a Mortgage Loan prepays in full on the seventh day of the month, the Unpaid Principal Balance of the related Mortgage Loan will be deemed to be zero, for purposes of this calculation, as described above; *provided, however*, such rate will not exceed 0.2000% for any Distribution Date.

“Servicing Remedy Amount” means for any Distribution Date, the amount payable by the Servicer for certain servicing violations, as determined by the Guarantor pursuant to the Guarantor’s oversight and remedy management process as described in the Pooling and Servicing Agreement.

“Servicing Trigger Agent” means the Guarantor so long as a Guarantor Nonpayment Event does not exist and the Guarantee Expiration Date has not passed. Otherwise, the Certificateholders holding more than 50% of the aggregate Voting Rights of the Optional Control Class (or if there is no Optional Control Class, all of the Classes of Certificates outstanding) (the **“Alternative Servicing Trigger Agent”**).

“Significant Modification” means a modification of a debt instrument that constitutes a “significant modification” under Treasury Regulations Section 1.1001-3.

“**SOFR**” means, with respect to any day, the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York’s Website.

“**Step-Down Test**” means with respect to any Distribution Date, a test that will be satisfied if the Minimum Credit Enhancement Test, the Aged Securitization Test, the Cumulative Loss Test and the Delinquency Test are satisfied.

“**Subordinate Adjusted Net WAC**” means as of any Distribution Date, a per annum rate, not less than zero, equal to a fraction, the numerator of which is (x) the excess, if any, of (a) the product of Aggregate Adjusted Net WAC and the aggregate Unpaid Principal Balance of the Mortgage Loans as of the opening of business on the first day of the related Collection Period, over (b) the sum of (i) the product of the Class Coupon of the Class HA Certificates and the Class Principal Amount of the Class HA Certificates immediately following the preceding Distribution Date, (ii) the product of the Class Coupon of the Class HV Certificates and the Class Principal Amount of the Class HV Certificates immediately following the preceding Distribution Date, (iii) the product of the Class Coupon of the Class HZ Certificates and the Class Principal Amount of the Class HZ Certificates immediately following the preceding Distribution Date, (iv) the product of the Class Coupon of the Class MA Certificates and the Class Principal Amount of the Class MA Certificates immediately following the preceding Distribution Date, (v) the product of the Class Coupon of the Class MV Certificates and the Class Principal Amount of the Class MV Certificates immediately following the preceding Distribution Date, (vi) the product of the Class Coupon of the Class MZ Certificates and the Class Principal Amount of the Class MZ Certificates immediately following the preceding Distribution Date, (vii) the product of the Class Coupon of the Class M55D Certificates and the Class Principal Amount of the Class M55D Certificates immediately following the preceding Distribution Date, (viii) the product of the Class Coupon of the Class A-IO Certificates and the Class Notional Amount of the Class A-IO Certificates immediately following the preceding Distribution Date, (ix) the product of the Class Coupon of the Class HA-IO Certificates and the Class Notional Amount of the Class HA-IO Certificates immediately following the preceding Distribution Date, (x) the product of the Class Coupon of the Class HB-IO Certificates and the Class Notional Amount of the Class HB-IO Certificates immediately following the preceding Distribution Date, (xi) the product of the Class Coupon of the Class MA-IO Certificates and the Class Notional Amount of the Class MA-IO Certificates immediately following the preceding Distribution Date and (xii) the product of the Class Coupon of the Class MB-IO Certificates and the Class Notional Amount of the Class MB-IO Certificates immediately following the preceding Distribution Date, and the denominator of which is (y) the aggregate Class Principal Amount of the Class M and Class B Certificates immediately following the preceding Distribution Date.

“**Subordinate Percentage**” means with respect to any Distribution Date and each Mortgage Group, the difference between 100% and the related Senior Percentage for such Distribution Date. The initial Subordinate Percentage for each of Group H, Group M and Group M55 will be approximately 13.00%.

“**Subsequent Recoveries**” means for any Distribution Date, amounts recovered (whether from the mortgagor, the Seller, the Servicer, related Other Insurance Proceeds, Loss Indemnification Amounts, Servicing Remedy Amounts or otherwise, as applicable) or adjustments made during the related Collection Period with respect to any Mortgage Loan for which a Realized Loss was allocated on a prior Distribution Date, such that the cumulative Realized Loss for such Mortgage Loan is reduced (provided that with respect to recovery of a Principal Forbearance Loss, such amount, cumulatively, cannot exceed any aggregate prior Principal Forbearance Loss amount less any aggregate prior recoveries related to such prior Principal Forbearance Losses). For the avoidance of doubt, any recovery of a Principal Forbearance Loss during the month in which a Mortgage Loan becomes a Liquidated Mortgage Loan will be included in Liquidation Proceeds only.

“**Temporary Forbearance Plan**” or “**TFP**” means an agreement between the Servicer and the Mortgagor to temporarily suspend payments based on a temporary hardship as determined by the Servicer (unless not required by law) with appropriate documentation (unless not required by law) (e.g., as a result of the occurrence of (i) a major disaster or an emergency as declared by the President of the United States pursuant to The Robert T. Stafford Disaster Relief and Emergency Assistance Act, or (ii) a public health emergency under section 319 of the Public Health Service Act (42 U.S.C. 247d)).

“**Term SOFR**” means the forward-looking term rate for the applicable Corresponding Tenor based on SOFR that has been selected or recommended by the Relevant Governmental Body.

“Termination Price” means the sum of: (i) the aggregate Mortgagor Total Unpaid Principal Balance of the Mortgage Loans (other than with respect to any REO properties), plus accrued and unpaid interest thereon, (ii) the market value of any REO properties in the Trust, (iii) any remaining unreimbursed Pre-Existing Servicing Advances and Servicing Advances, unpaid Independent Reviewer fees and any other amounts payable to the Securities Administrator, the Custodian, the Servicer, the Seller, the Guarantor, the Trustee or the Trust Agent and (iv) any unreimbursed Guarantor Principal Payments, Guarantor Interest Payments, Guarantor Maturity Payments and related interest thereon.

“Transaction Party” means each of the Seller, the Guarantor, the Trustee, the Servicer, the Securities Administrator, the Trust Agent and the Custodian, and their successors.

“Trust Agent Fee” means for any Distribution Date during the Trust Agent Engagement Period, an amount equal to one-twelfth of the product of (i) the Trust Agent Fee Rate and (ii) the aggregate Unpaid Principal Balance of the Mortgage Loans as of the opening of business on the first day of the related Collection Period.

“Trust Agent Engagement Period” means the period from, and including, the Closing Date to, and including, the later of (i) the Distribution Date immediately following the Collection Period during which the Warranty Period expires and (ii) the Distribution Date immediately following the Collection Period in which all of the Mortgage Loans that are the subject of an Independent Review have received a final determination pursuant to the Pooling and Servicing Agreement.

“Trust Agent Fee Rate” means 0.0015% per annum.

“Unadjusted Benchmark Replacement” means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

“Undercollateralized Group” means for any Distribution Date, any Group for which the aggregate Class Principal Amount of the related Guaranteed Certificates immediately following the preceding Distribution Date exceeds the aggregate Unpaid Principal Balance of the Mortgage Loans in the related Group as of the opening of business on the first day of the related Collection Period.

“Undercollateralized Amount” means for any Distribution Date and any Undercollateralized Group, the amount by which the aggregate Class Principal Amount of the related Guaranteed Certificates immediately following the preceding Distribution Date exceeds the aggregate Unpaid Principal Balance of the Mortgage Loans in the related Group as of the opening of business on the first day of the related Collection Period.

“Unpaid Principal Balance” means for the Cut-Off Date, any Distribution Date, and any Mortgage Loan or related REO property, the principal balance to which the Trust is then entitled, an amount, not less than zero, equal to:

- (a) the Cut-Off Date Balance of such Mortgage Loan; plus
- (b) the total Capitalization Amount for such Mortgage Loan for any Distribution Date; minus
- (c) all amounts required by the mortgage note, legal requirements or the Pooling and Servicing Agreement to be treated as a credit to reduce the principal balance owed by the mortgagor on such Mortgage Loan, including, but not limited to:
 - (i) all principal payments for such Mortgage Loan, without duplication (including, inter alia, the principal portion of monthly payments received by the Servicer, partial or full prepayments, Net Liquidation Proceeds, Other Insurance Proceeds and incentive payments under HAMP, if applicable), that have been applied by the Servicer and included in the Principal Remittance Amount on any Distribution Date; and
 - (ii) any Realized Losses for such Mortgage Loan allocated to the Certificates on any Distribution Date.

Unless otherwise noted, references to the aggregate Unpaid Principal Balance of the Mortgage Loans will also include the aggregate Unpaid Principal Balance of any REO properties.

“Voting Rights” means the portion of the voting rights of all the Certificates allocated to any Certificate for purposes of the voting provisions of the Pooling and Servicing Agreement. At all times during the term of the Pooling and Servicing Agreement, each holder of the applicable Senior and Subordinate Certificates will be allocated “Voting Rights” equal to their *pro rata* ownership interest (based on the Class Principal Amount) in the Certificates. Any Certificate with a Class Principal Amount equal to zero will not have any Voting Rights. The Interest Only Certificates, Mortgage Insurance Certificate and Residual Certificates will not have any Voting Rights. As long as a Guarantor Nonpayment Event does not exist and the Guarantee Expiration Date has not passed, the Voting Rights with respect to any Guaranteed Certificates will be vested in the Guarantor.

In the event that Exchangeable Certificates have been exchanged for the related MACR Certificates in any of the combinations described on Schedule I, the Certificateholders of such related MACR Certificates will be entitled to exercise all the voting and direction rights that are allocated to such exchanged Exchangeable Certificates and the outstanding balances of such MACR Certificates will be used to determine if the requisite percentage of Holders under the Pooling and Servicing Agreement has voted or given direction. In calculating a requisite percentage of Certificateholders under the Pooling and Servicing Agreement, the outstanding Class Principal Amounts of the Certificates will be determined without regard to any exchanges of Exchangeable Certificates for MACR Certificates.

Interest

The Class Coupon and Accrual Period for each Class of Certificates for each Distribution Date is as described in the “*Summary of Terms — Interest*”.

On each Distribution Date, each Class of Certificates (other than the Class B Certificates, Mortgage Insurance Certificate and Residual Certificates), will be entitled to receive interest accrued during the related Accrual Period at the applicable Class Coupon on the related Class Principal Amount or Class Notional Amount, as applicable, and any Cap Carryover, as applicable, related to such Distribution Date, together with any unpaid Interest Distribution Amount or any unpaid Cap Carryover as applicable for such Class from the preceding Distribution Date. However, on each Distribution Date while the applicable Accretion Directed Certificates are outstanding, such Accretion Directed Certificates will be entitled to receive as principal distributions the interest that would otherwise be distributable in respect of the related Class of Accrual Certificates and the amount of interest that would otherwise be distributable in respect of such Class of Accrual Certificates paid as principal will be added to the Certificate Principal Amount of such Class of Accrual Certificates.

Interest will be calculated and payable on the basis of a 30-day Accrual Period and a 360-day year.

The determination by the Securities Administrator of the Class Coupons on the applicable Classes of Certificates and the determination of any distribution on any Certificate (or any interim calculation in the determination of any such interest rate or distribution) will, absent manifest error, be final and binding on all parties.

See “*Prepayment and Yield Considerations*”.

Distributions of Interest

On each Distribution Date, the Interest Remittance Amount for each Group will be distributed in the following order of priority:

First, sequentially (A) to the Class XS-IO Certificates, from the Interest Remittance Amount for Group M, the aggregate Excess Servicing Fee Amount relating to the Group M Mortgage Loans; from the Interest Remittance Amount for Group M55, the aggregate Excess Servicing Fee Amount relating to the Group M55 Mortgage Loans; and from the Interest Remittance Amount for Group H, the aggregate Excess Servicing Fee Amount relating to the Group H Mortgage Loans; and then (B) to the Class XS-IO Certificates, from the aggregate Interest Remittance Amount for all Groups on a *pro rata* basis (based on the aggregate remaining Interest Remittance Amount for each Group after making the distributions in clause (A) of this paragraph), the aggregate unpaid Excess Servicing Fee Amount relating to each of the Group M Mortgage Loans, Group M55 Mortgage Loans and Group H Mortgage Loans, as applicable;

Second, concurrently,

- from the Interest Remittance Amount for Group M, (A) first, to the Class MA, Class MV, Class MZ, Class MA-IO and Class MB-IO Certificates, *pro rata* based on the Interest Accrual Portion of the Interest Distribution Amount for each such Class, an amount equal to the related Interest Accrual Portion of the Interest Distribution Amount for each such Class for such Distribution Date and (B) second, to the Class MA, Class MV, Class MZ, Class MA-IO and Class MB-IO Certificates, *pro rata* based on the Interest Carryforward Portion for each such Class, an amount equal to the related Interest Carryforward Portion of the Interest Distribution Amount for each such Class for such Distribution Date; provided, however, (i) the Interest Distribution Amount that would otherwise be distributable to the Class MZ Certificates pursuant to this priority “*Second*”, will instead be distributed as principal to the Class MV Certificates until the Class Principal Amount of the Class MV Certificates has been reduced to zero and (ii) the amount so distributed to the Class MV Certificates on any Distribution Date may not be greater than the Class Principal Amount of the Class MV Certificates immediately following the preceding Distribution Date (such amount, the “Class MZ Accrual Amount”);
- from the Interest Remittance Amount for Group M55, (A) first, to the Class M55D Certificates, an amount equal to the Interest Accrual Portion of the Interest Distribution Amount for such Class for such Distribution Date, and (B) second, to the Class M55D Certificates, an amount equal to the related Interest Carryforward Portion of the Interest Distribution Amount for such Class for such Distribution Date; and
- from the Interest Remittance Amount for Group H, (A) first, to the Class HA, Class HV, Class HZ, Class HA-IO and Class HB-IO Certificates, *pro rata* based on the Interest Accrual Portion of the Interest Distribution Amount for each such Class, an amount equal to the related Interest Accrual Portion of the Interest Distribution Amount for each such Class for such Distribution Date and (B) second, to the Class HA, Class HV, Class HZ, Class HA-IO and Class HB-IO Certificates, *pro rata* based on the Interest Carryforward Portion for each such Class, an amount equal to the related Interest Carryforward Portion of the Interest Distribution Amount for each such Class for such Distribution Date; provided, however, (i) the Interest Distribution Amount that would otherwise be distributable to the Class HZ Certificates pursuant to this priority “*Second*”, will instead be distributed as principal to the Class HV Certificates until the Class Principal Amount of the Class HV Certificates has been reduced to zero and (ii) the amount so distributed to the Class HV Certificates on any Distribution Date may not be greater than the Class Principal Amount of the Class HV Certificates immediately following the preceding Distribution Date (such amount, the “Class HZ Accrual Amount”);

Third, concurrently, from the aggregate remaining Interest Remittance Amount for all Groups, *pro rata* based on the remaining Interest Distribution Amount to the Classes related to each such Group,

- (A) first, to the Class HA, Class HV, Class HZ, Class HA-IO and Class HB-IO Certificates, *pro rata* based on the remaining Interest Accrual Portion of the Interest Distribution Amount for each such Class, an amount equal to the related Interest Accrual Portion of the Interest Distribution Amount for each such Class in excess of the amount distributed to such Class in priority “*Second*” above from the Interest Remittance Amount for Group H for such Distribution Date, and (B) second, to the Class HA, Class HV, Class HZ, Class HA-IO and Class HB-IO Certificates, *pro rata* based on the remaining Interest Carryforward Portion for each such Class, an amount equal to the related Interest Carryforward Portion of the Interest Distribution Amount for each such Class for such Distribution Date; provided that any amount in respect of the Class HZ Accrual Amount will be distributed as principal to the Class HV Certificates until the Class Principal Amount of the Class HV Certificates has been reduced to zero;
- (A) first, to the Class MA, Class MV, Class MZ, Class MA-IO and Class MB-IO Certificates, *pro rata* based on the remaining Interest Accrual Portion of the Interest Distribution Amount for each such Class, an amount equal to the related Interest Accrual Portion of the Interest Distribution Amount for each such Class in excess of the amount distributed to such Class in priority “*Second*” above from the Interest Remittance Amount for Group M for such Distribution Date, and (B) second, to the Class MA, Class MV, Class MZ, Class MA-IO and Class MB-IO Certificates, *pro rata* based on the remaining Interest Carryforward Portion for each such Class, an amount equal to the related Interest Carryforward Portion

of the Interest Distribution Amount for each such Class for such Distribution Date; provided that any amount in respect of the Class MZ Accrual Amount will be distributed as principal to the Class MV Certificates until the Class Principal Amount of the Class MV Certificates has been reduced to zero; and

- (A) first, to the Class M55D Certificates, an amount equal to the related Interest Accrual Portion of the Interest Distribution Amount for such Class in excess of the amount distributed to such Class in priority “*Second*” above from the Interest Remittance Amount for Group M55 for such Distribution Date, and (B) second, to the Class M55D Certificates, based on the remaining Interest Carryforward Portion for such Class, an amount equal to the related Interest Carryforward Portion of the Interest Distribution Amount for such Class for such Distribution Date;

Fourth, to the Guarantor, the aggregate of the interest accrued on any unreimbursed Guarantor Maturity Payments, at a rate equal to one-twelfth of the sum of (i) the Class Coupon of such Class of Guaranteed Certificates as of the Stated Final Distribution Date and (ii) One-Month LIBOR;

Fifth, to the Guarantor, to repay any unreimbursed Guarantor Interest Payments and Guarantor Principal Payments made for any prior Distribution Dates;

Sixth, to the Guarantor, to repay any unreimbursed Guarantor Maturity Payments;

Seventh, to the Class A-IO Certificates, its Interest Distribution Amount for such Distribution Date;

Eighth, to the Class M Certificates, its Interest Distribution Amount and, while the Class Principal Amount of the Class M Certificates is greater than zero, any prior and current unpaid Cap Carryover for such Distribution Date;

Ninth, to the Class B-IO Certificates, its Interest Distribution Amount for such Distribution Date;

Tenth, to the Servicer, the Securities Administrator, the Custodian, the Seller, the Trustee, the Guarantor and the Trust Agent, in proportion to their respective unpaid Excess Expenses as of the preceding Distribution Date, an amount up to their respective unpaid Excess Expenses;

Eleventh, to the Class M Certificates to reimburse for any Realized Losses and Certificate Writedown Amounts previously allocated and not reimbursed to the Class M Certificates;

Twelfth, to the Class B Certificates to reimburse for any Realized Losses and Certificate Writedown Amounts previously allocated and not reimbursed to the Class B Certificates;

Thirteenth, to the Pay-ahead Reserve Account for each Group, *pro rata*, based on the outstanding Unpaid Principal Balance for such Group as of the close of business on the last day of the related Collection Period; and

Fourteenth, to the Class R Certificates as specified in the Pooling and Servicing Agreement.

Any Excess Expenses reimbursable to the Servicer, the Securities Administrator, the Custodian, the Seller, the Trustee, the Guarantor and the Trust Agent pursuant to priority “*Tenth*” above will be distributed to the extent of funds available on each Distribution Date. To the extent that any amounts of Excess Expenses remain unreimbursed after application of the Expenses Cap in any calendar year, such remaining Excess Expenses will be reimbursable, subject to the applicable Expenses Cap, to the applicable party in subsequent years.

With respect to any Distribution Date, the Guarantor is required to remit to the Securities Administrator, for the benefit of the Trust, the Guarantor Interest Payment, if any, for distributions to each Class of Guaranteed Certificates equal to the Interest Deficiency Amount for such Class.

In the event that Exchangeable Certificates have been exchanged for the related MACR Certificates in any of the combinations described on Schedule I, the MACR Certificates related to such Exchangeable Certificates will be allocated a proportionate share of the aggregate interest otherwise allocable to the Classes of Exchangeable Certificates so exchanged.

Principal

Allocation of Principal Remittance Amount

On each Distribution Date, the Principal Remittance Amount for each Group will be distributed in the following order of priority, after giving effect to the distribution of the Interest Remittance Amount (including any distributions of the Class HZ Accrual Amount and the Class MZ Accrual Amount to the Class HV and Class MV Certificates, respectively, as described under “*Distributions of Interest*” above) on such Distribution Date:

First, to the extent not already paid or deducted from the Interest Remittance Amount, from the Principal Remittance Amount for all Groups on a *pro rata* basis (based on the Principal Remittance Amount for each Group), (i) to the Servicer or Seller, (a) the amount, without duplication, of any unreimbursed Pre-Existing Servicing Advances and Servicing Advances (in connection with Capitalization Reimbursement Amounts) with respect to such Distribution Date and (b) any unpaid Servicing Fee for such Distribution Date, (ii) to the Trust Agent, any unpaid Trust Agent Fee for such Distribution Date, (iii) to the Securities Administrator, any unpaid Securities Administrator Fee for such Distribution Date, (iv) to the Custodian, any unpaid Custodian Fee for such Distribution Date, and (v) to the Guarantor, any unpaid Guarantor Oversight Fee for such Distribution Date;

Second, to the extent not already paid from the Interest Remittance Amount for such Distribution Date as described above, sequentially, (A) to the Class XS-IO Certificates, from the Principal Remittance Amount for Group M, the aggregate unpaid Excess Servicing Fee Amount relating to the Group M Mortgage Loans; from the Principal Remittance Amount for Group M55, the aggregate unpaid Excess Servicing Fee Amount relating to the Group M55 Mortgage Loans; and from the Principal Remittance Amount for Group H, the aggregate unpaid Excess Servicing Fee Amount relating to the Group H Mortgage Loans and then (B) to the Class XS-IO Certificates, from the Principal Remittance Amount for all Groups on a *pro rata* basis (based on the aggregate remaining Principal Remittance Amount for the Mortgage Loans for all Groups), the aggregate unpaid Excess Servicing Fee Amount relating to the Group M Mortgage Loans, the aggregate unpaid Excess Servicing Fee Amount relating to the Group M55 Mortgage Loans and the aggregate unpaid Excess Servicing Fee Amount relating to the Group H Mortgage Loans;

Third, to the Guarantor, sequentially, as follows:

- Concurrently, (A) from the Principal Remittance Amount for Group M, up to the amount of any Subsequent Recoveries for Group M, until any Guarantor Principal Payments and Guarantor Interest Payments made with respect to the Class MA, Class MV, Class MZ, Class MA-IO and Class MB-IO Certificates are fully reimbursed; (B) from the Principal Remittance Amount for Group M55, up to the amount of any Subsequent Recoveries for Group M55, until any Guarantor Principal Payments and Guarantor Interest Payments made with respect to the Class M55D Certificates are fully reimbursed; and (C) from the Principal Remittance Amount for Group H, up to the amount of any Subsequent Recoveries for Group H, until any Guarantor Principal Payments and Guarantor Interest Payments made with respect to the Class HA, Class HV, Class HZ, Class HA-IO and Class HB-IO Certificates are fully reimbursed; and
- From the remaining Principal Remittance Amount for all Groups, on a *pro rata* basis (based on any aggregate remaining unreimbursed Realized Losses and Certificate Writedown Amounts previously allocated to each Group), the amount of any remaining Subsequent Recoveries for Group M, Group M55 and Group H, until any Guarantor Principal Payments or Guarantor Interest Payments are fully reimbursed; for the avoidance of doubt, any decrease in the Principal Remittance Amount as a result of this clause will be applied to each Group’s Principal Remittance Amount on a *pro rata* basis (based on the remaining Subsequent Recoveries prior to this clause for each Group);

Fourth, concurrently,

- From the remaining Principal Remittance Amount for all Groups (other than any Undercollateralized Group), *pro rata* based on the Principal Remittance Amount for each such Group, to the Guaranteed Certificates related to any Undercollateralized Group and entitled to principal, the Undercollateralized Amount for such Group (on a *pro rata* basis based on the Undercollateralized Amount for each Group) until the related Undercollateralized Amount for such Undercollateralized Group has been reduced to

zero. In the case that the Class MA, Class MV and Class MZ Certificates are in an Undercollateralized Group, the amount distributed to such Certificates pursuant to this priority will be distributed, sequentially to the Class MA, Class MV and Class MZ Certificates, until the Class Principal Amount of each such Class has been reduced to zero. In the case that the Class HA, Class HV and Class HZ Certificates are in an Undercollateralized Group, the amount distributed to such Certificates pursuant to this priority will be distributed sequentially to the Class HA, Class HV and Class HZ Certificates, until the Class Principal Amount of each such Class has been reduced to zero;

Fifth, concurrently,

- from the Principal Remittance Amount for Group M, sequentially to the Class MA, Class MV and Class MZ Certificates, the Senior Principal Distribution Amount for Group M, until the Class Principal Amount of each such Class has been reduced to zero;
- from the Principal Remittance Amount for Group M55, to the Class M55D Certificates, the Senior Principal Distribution Amount for Group M55, until the Class Principal Amount of such Class has been reduced to zero; and
- from the Principal Remittance Amount for Group H, sequentially to the Class HA, Class HV and Class HZ Certificates, the Senior Principal Distribution Amount for Group H, until the Class Principal Amount of each such Class has been reduced to zero;

Sixth, concurrently,

- any remaining Senior Principal Distribution Amount for Group M, from the Principal Remittance Amount for Group M, *pro rata*, based on the aggregate remaining Class Principal Amount of the Certificates related to each Group, as follows:
 - a. sequentially to the Class HA, Class HV and Class HZ Certificates; and
 - b. to the Class M55D Certificates,until the Class Principal Amount of each such Class has been reduced to zero;
- any remaining Senior Principal Distribution Amount for Group M55, from the Principal Remittance Amount for Group M55, *pro rata*, based on the aggregate remaining Class Principal Amount of the Certificates related to each Group, as follows:
 - a. sequentially to the Class HA, Class HV and Class HZ Certificates; and
 - b. sequentially to the Class MA, Class MV and Class MZ Certificates,until the Class Principal Amount of each such Class has been reduced to zero; and
- any remaining Senior Principal Distribution Amount for Group H, from the Principal Remittance Amount for Group H, *pro rata*, based on the aggregate remaining Class Principal Amount of the Certificates in each Group, as follows:
 - a. sequentially to the Class MA, Class MV and Class MZ Certificates; and
 - b. to the Class M55D Certificates,until the Class Principal Amount of each such Class has been reduced to zero;

Seventh, to the Guarantor, to the extent not already paid from the distribution of the Interest Remittance Amounts, the aggregate of any interest accrued on unreimbursed Guarantor Maturity Payments with respect to each Class of Guaranteed Certificates entitled to principal, at a rate equal to one-twelfth of the sum of (i) the Class Coupon of such Class of Guaranteed Certificates on the Stated Final Distribution Date and (ii) One-Month LIBOR;

Eighth, to the Guarantor, to repay any unreimbursed Guarantor Interest Payments and Guarantor Principal Payments made for any prior Distribution Date;

Ninth, to the Guarantor, to repay any unreimbursed Guarantor Maturity Payments;

Tenth, to the Class M Certificates, until the Class Principal Amount of such Class has been reduced to zero;

Eleventh, to the Class M Certificates, to the extent not already distributed from the Interest Remittance Amounts, an amount up to its unpaid Interest Distribution Amount for such Distribution Date; and

Twelfth, to the Class B Certificates, until the Class Principal Amount of such Class has been reduced to zero.

Notwithstanding the foregoing, on any Distribution Date on and after the Distribution Date on which the Class Principal Amount or Class Notional Amount, as applicable, of any Class of Certificates has been reduced to zero (provided the aggregate Class Principal Amount of all the other Classes of Certificates is greater than zero), such Class of Certificates will remain outstanding for purposes of receiving distributions of any unpaid Interest Distribution Amount from the Interest Remittance Amount or, if applicable, the Principal Remittance Amount until the termination of the Trust; provided, however, that no such Class of Certificates will have Voting Rights with respect to matters under the Pooling and Servicing Agreement requiring or permitting actions to be taken by any Certificateholders (if applicable).

In the event that Exchangeable Certificates have been exchanged for the related MACR Certificates in any of the combinations described on Schedule I, the MACR Certificates entitled to principal related to such Exchangeable Certificates will be allocated a proportionate share of the aggregate principal otherwise allocable to the Classes of Exchangeable Certificates so exchanged.

Reductions in Class Principal Amounts Due to Allocation of Realized Losses

Subsequent to the distribution of the Principal Remittance Amounts pursuant to the order of priority set forth above under “— *Allocation of Principal Remittance Amount*” on each Distribution Date, Realized Losses will be allocated as follows:

First, to reduce the Class Principal Amount of the Class B Certificates until the Class Principal Amount of such Class has been reduced to zero;

Second, to reduce the Class Principal Amount of the Class M Certificates until the Class Principal Amount of such Class has been reduced to zero;

Third, concurrently, in the case of Realized Losses with respect to the Group M Mortgage Loans, sequentially, to reduce the Class Principal Amount of the Class MA, Class MV and Class MZ Certificates; in the case of Realized Losses with respect to the Group M55 Mortgage Loans, to reduce the Class Principal Amount of the Class M55D Certificates; and in the case of Realized Losses with respect to the Group H Mortgage Loans, sequentially, to reduce the Class Principal Amount of the Class HA, Class HV and Class HZ Certificates, in each case until the respective Class Principal Amounts of such Classes have been reduced to zero (for the avoidance of doubt, on the Distribution Date on which the aggregate Class Principal Amount of the Class M and Class B Certificates has been reduced to zero, such Realized Losses are allocated as described above in this priority “*Third*” among (i) the Class MA, Class MV and Class MZ Certificates, (ii) the Class M55D Certificates and (iii) the Class HA, Class HV and Class HZ Certificates, in proportion to the Realized Losses related to the Group M Mortgage Loans, the Group M55 Mortgage Loans and the Group H Mortgage Loans, respectively); and

Fourth, any remaining Realized Losses for a Group not allocated pursuant to priority “*Third*” above will be allocated *pro rata* to the other Groups (based upon the Class Principal Amount of the Certificates relating to each such Group after distribution of the related Principal Remittance Amount for such Distribution Date, allocation of Subsequent Recoveries and allocation of Realized Losses pursuant to priority “*Third*” above for such Distribution Date) to reduce (i) in the case of Group H, sequentially, the Class Principal Amount of the Class HA, Class HV and Class HZ Certificates, (ii) in the case of Group M, sequentially, the Class Principal Amount of the Class MA, Class

MV and Class MZ Certificates, and (iii) in the case of Group M55, the Class Principal Amount of the Class M55D Certificates, in each case until the respective Class Principal Amounts of such Classes have been reduced to zero.

Realized Losses allocated to the Class MA, Class MV, Class MZ, Class HA, Class HV, Class HZ and Class M55D Certificates will result in Principal Deficiency Amounts that will require Guarantor Principal Payments to be made. In the event that the Guarantor fails to make a required Guarantor Principal Payment, the allocation of Realized Losses in “*Third*” and “*Fourth*” above to reduce the Class Principal Amounts of (a) the Class MA, Class MV and Class MZ Certificates, (b) the Class M55D Certificates and (c) the Class HA, Class HV and Class HZ Certificates, respectively, will be made *pro rata*, based on their respective Class Principal Amounts, after allocation of Subsequent Recoveries, and as reduced by any principal payments for such Distribution Date, as described under “— *Allocation of Principal Remittance Amount*” in each case until the respective Class Principal Amounts of such Classes have been reduced to zero.

In the event that Exchangeable Certificates have been exchanged for the related MACR Certificates in any of the combinations described on Schedule I, the MACR Certificates related to such Exchangeable Certificates will be allocated a proportionate share of the aggregate Realized Losses otherwise allocable to the Classes of Exchangeable Certificates so exchanged.

Increases in Class Principal Amounts Due to Allocation of Subsequent Recoveries

Prior to the distribution of the Principal Remittance Amounts pursuant to “— *Allocation of Principal Remittance Amount*” and the allocation of Realized Losses or Certificate Writedown Amounts on any Distribution Date, Subsequent Recoveries will be allocated as follows:

First, with respect to any Subsequent Recoveries on the Mortgage Loans in Group M, Group M55 and Group H, respectively, (i) to the Class MA, Class MV and Class MZ Certificates, *pro rata*, based on their respective Class Principal Amounts, up to the remaining amount of Certificate Writedown Amounts and Realized Losses previously allocated thereto (in the case of the Group M Mortgage Loans), (ii) to the Class M55D Certificates, up to the remaining amount of Certificate Writedown Amounts and Realized Losses previously allocated thereto (in the case of the Group M55 Mortgage Loans), and (iii) to the Class HA, Class HV and Class HZ Certificates, *pro rata*, based on their respective Class Principal Amounts, up to the remaining amount of Certificate Writedown Amounts and Realized Losses previously allocated thereto (in the case of the Group H Mortgage Loans), until the cumulative Subsequent Recoveries allocated are equal to the cumulative related Certificate Writedown Amounts and related Realized Losses, net of any cumulative related Guarantor Principal Payments, allocated to such Classes of Certificates on or prior to such Distribution Date;

Second, to the Class MA, Class MV, Class MZ, Class M55D, Class HA, Class HV and Class HZ Certificates (*pro rata* up to the remaining amount of Certificate Writedown Amounts and Realized Losses previously allocated thereto), as applicable, until the cumulative Subsequent Recoveries allocated are equal to the cumulative Certificate Writedown Amounts and Realized Losses, net of any cumulative Guarantor Principal Payments made to such Classes of Certificates on or prior to such Distribution Date;

Third, to the Guarantor, to the extent not already paid from the Interest Remittance Amount or Principal Remittance Amount, the aggregate of the interest accrued and unpaid on unreimbursed Guarantor Maturity Payments with respect to each Class of Guaranteed Certificates entitled to principal, at a rate equal to one-twelfth of the sum of (i) the Class Coupon of such Class of Guaranteed Certificates as of the Stated Final Distribution Date and (ii) One-Month LIBOR;

Fourth, to the Guarantor until any Guarantor Principal Payments and Guarantor Interest Payments made on or prior to such Distribution Date are fully reimbursed;

Fifth, to the Guarantor, to repay any unreimbursed Guarantor Maturity Payments;

Sixth, to the Class M Certificates, until the cumulative Subsequent Recoveries allocated to the Class M Certificates are equal to the cumulative Certificate Writedown Amounts and Realized Losses allocated to such Class of Certificates on or prior to such Distribution Date; and

Seventh, to the Class B Certificates, until the cumulative Subsequent Recoveries allocated to the Class B Certificates are equal to the cumulative Certificate Writedown Amounts and Realized Losses allocated to such Class of Certificates on or prior to such Distribution Date.

In the event any Subsequent Recoveries are allocated to any Class of Certificates, the related Class Principal Amount will be increased by the amount of such allocated Subsequent Recoveries. For the avoidance of doubt, the allocation of Subsequent Recoveries above does not directly result in any principal distributions to any Class of Certificates.

In the event that Exchangeable Certificates have been exchanged for the related MACR Certificates in any of the combinations described on Schedule I, the MACR Certificates related to such Exchangeable Certificates will be allocated a proportionate share of the aggregate Subsequent Recoveries, as applicable, otherwise allocable to the Classes of Exchangeable Certificates so exchanged.

Reductions in Class Principal Amounts Due to Allocation of Certificate Writedown Amounts

Subsequent to the distribution of the Principal Remittance Amounts, the allocation of any Realized Losses and the allocation of any Subsequent Recoveries in the order of priorities set forth above on any Distribution Date, Certificate Writedown Amounts will be allocated as follows:

First, to reduce the Class Principal Amount of the Class B Certificates until the Class Principal Amount of such Class has been reduced to zero;

Second, to reduce the Class Principal Amount of the Class M Certificates until the Class Principal Amount of such Class has been reduced to zero; and

Third, (i) the *pro rata* portion of the Certificate Writedown Amount allocable to Group M, sequentially, to reduce the Class Principal Amounts of the Class MA, Class MV and Class MZ Certificates, (ii) the *pro rata* portion of the Certificate Writedown Amount allocable to Group M55, to reduce the Class Principal Amount of the Class M55D Certificates, and (iii) the *pro rata* portion of the Certificate Writedown Amount allocable to Group H, sequentially, to reduce the Class Principal Amounts of the Class HA, Class HV and Class HZ Certificates, in each case until the respective Class Principal Amounts of such Classes are reduced to zero (which *pro rata* portion allocable to each such Group in this clause “*Third*” will be calculated based on the Class Principal Amounts of the Guaranteed Certificates relating to each such Group after allocation of any Subsequent Recoveries, Realized Losses and any principal payments as described under “— *Allocation of Principal Remittance Amount*” for such Distribution Date).

Any Certificate Writedown Amounts allocated to the Class MA, Class MV, Class MZ, Class HA, Class HV, Class HZ and Class M55D Certificates will result in Principal Deficiency Amounts that will require Guarantor Principal Payments to be made. In the event that the Guarantor fails to make a required Guarantor Principal Payment on any Guaranteed Certificates entitled to principal, the allocation of Certificate Writedown Amounts in “*Third*” above, to reduce the Class Principal Amounts of the Class MA, Class MV, Class MZ, Class M55D, Class HA, Class HV and Class HZ Certificates, respectively, will be made *pro rata*, based on their respective Class Principal Amounts, after allocation of any Subsequent Recoveries, Realized Losses and any principal payments as described under “— *Allocation of Principal Remittance Amount*” for such Distribution Date, in each case until the respective Class Principal Amounts of such Classes have been reduced to zero.

In the event that Exchangeable Certificates have been exchanged for the related MACR Certificates in any of the combinations described on Schedule I, the MACR Certificates related to such Exchangeable Certificates will be allocated a proportionate share of the aggregate Certificate Writedown Amounts, as applicable, otherwise allocable to the Classes of Exchangeable Certificates so exchanged.

Principal Distribution on the Stated Final Distribution Date

On the Stated Final Distribution Date, the Trust will be required to pay 100% of the outstanding Class Principal Amount as of such date for each of the Guaranteed Certificates, either through allocation of the Principal Remittance Amount, a Guarantor Principal Payment or a Guarantor Maturity Payment.

Servicing Advances

The Servicer is not required to advance delinquent principal and interest on the Mortgage Loans. The Servicer is required to make or cause to be made certain Servicing Advances to third parties pursuant to the terms of the Pooling and Servicing Agreement. See “*The Pooling and Servicing Agreement — Servicing Advances*”.

Exchange Procedures

To effect an exchange of Exchangeable Certificates and/or MACR Certificates, the Certificateholder will be required to notify the Securities Administrator in writing, by e-mail at sfs.exchange@usbank.com, and in accordance with the requirements set forth in the Pooling and Servicing Agreement, no later than two Business Days before the proposed exchange date. The exchange date with respect to an exchange involving any Certificates may occur on any Business Day other than the first or last Business Day of the month, a Distribution Date, the Record Date related to the next Distribution Date or the Business Day following such Record Date. Notwithstanding anything herein to the contrary, other than exchanges that take place on the Closing Date in connection with the initial issuance of the Certificates, no exchanges of Exchangeable Certificates and/or MACR Certificates may occur until after the 15th day after the Closing Date in accordance with the requirements set forth in this Offering Circular. After receiving the notice, the Securities Administrator will e-mail the Certificateholder with wire payment instructions relating to the exchange fee. The Certificateholder will utilize the “Deposit and Withdrawal System” at DTC to exchange the Exchangeable Certificates and/or the MACR Certificates. A notice becomes irrevocable on the second Business Day before the proposed exchange date.

A \$5,000 fee will be payable by the exchanging Certificateholder to the Securities Administrator in connection with each exchange (except with respect to any deemed exchanges on the Closing Date). Such fee must be received by the Securities Administrator prior to the exchange date or such exchange will not be effected. In addition, any Certificateholder wishing to effect an exchange must pay any other expenses related to such exchange, including any fees charged by DTC.

The Securities Administrator will make the first distribution on an Exchangeable Certificate or a MACR Certificate received by a Certificateholder in an exchange transaction on the Distribution Date related to the next Record Date following the exchange.

Freddie Mac Guarantee of Offered Certificates

Freddie Mac, as Guarantor, guarantees the following:

- To each Class of Offered Certificates the timely payment of interest at its applicable Class Coupon.
- To each Class of Offered Certificates the payment of principal as described herein, including payment in full by the Stated Final Distribution Date.

Freddie Mac is required to make any guarantee payments to the Securities Administrator for distribution to the holders of the Guaranteed Certificates.

Pursuant to its guarantee of timely payment of interest and payment of principal, as applicable, on each Distribution Date, Freddie Mac is required to pay or cause to be paid to the Offered Certificates:

- (i) the Guarantor Interest Payments,
- (ii) the Guarantor Principal Payments, and
- (iii) on the Stated Final Distribution Date, the remaining Class Principal Amount of such Offered Certificates (after giving effect to all amounts distributable and allocable to principal on such Distribution Date).

Benchmark Replacement Provisions

Benchmark Replacement. If the Guarantor determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any determination of the Benchmark on any date, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to (i) the Certificates, if any, with a Class Coupon based on LIBOR and (ii) the interest to be paid to the Guarantor for a Guarantor Maturity Payment, if any, in respect of such determination on such date and all determinations on all subsequent dates.

Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, the Guarantor will have the right to make Benchmark Replacement Conforming Changes from time to time.

Decisions and Determinations. Any determination, decision or election that may be made by the Guarantor described in this “Benchmark Replacement Provisions” section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error, may be made in the Guarantor’s sole discretion, and, notwithstanding anything to the contrary in the documentation relating to (i) the Certificates, if any, with Class Coupons based on LIBOR or (ii) the interest to be paid to the Guarantor for a Guarantor Maturity Payment, if any, shall become effective without consent from any other party. For purposes of whether a Benchmark Replacement or Benchmark Replacement Adjustment can be determined by the Guarantor, if a Benchmark Replacement or Benchmark Replacement Adjustment alternative is, in the Guarantor’s sole judgement, not administratively feasible, whether due to technical, administrative or operational issues, then such alternative will be deemed not to be determinable.

The Securities Administrator will not be under any obligation (i) to monitor, determine or verify the unavailability or cessation of LIBOR (or other applicable benchmark), or whether or when there has occurred, or to give notice to any other Transaction Party of the occurrence of, any Benchmark Transition Event or Benchmark Replacement Date, (ii) to select, determine or designate any alternative method, Benchmark Replacement or alternative index, or other successor or replacement alternative index, or whether any conditions to the designation of such a rate have been satisfied, or (iii) to select, determine or designate any Benchmark Replacement Adjustment, or other modifier to any replacement or successor index, or (iv) to determine whether or what conforming changes with respect to such alternative method, Benchmark Replacement or alternative index are necessary or advisable, if any, in connection with any of the foregoing.

The Securities Administrator will not be liable for any inability, failure or delay on its part to perform any of its duties set forth in the Pooling and Servicing Agreement as a result of the unavailability of LIBOR (or other applicable Benchmark) and the absence of a designated Benchmark Replacement, including as a result of any inability, delay, error or inaccuracy on the part of any other Transaction Party, including without limitation the Guarantor, in providing any direction, instruction, notice or information required or contemplated by the terms of the Pooling and Servicing Agreement and reasonably required for the performance of such duties.

THE POOLING AND SERVICING AGREEMENT

The following summary describes certain provisions of the Pooling and Servicing Agreement, not otherwise described in this Offering Circular.

Freddie Mac as Sponsor, Seller, Trustee and Guarantor

Freddie Mac, a corporate instrumentality of the United States created and existing under the Freddie Mac Act, is the Seller of the Mortgage Loans, the Guarantor of the Offered Certificates and the Trustee. Freddie Mac’s principal office is located at 8200 Jones Branch Drive, McLean, Virginia 22102. Freddie Mac currently has approximately 6,100 employees in the McLean, Virginia headquarters and in regional offices located in New York, New York, Atlanta, Georgia, Chicago, Illinois, Carrollton, Texas and Los Angeles, California. Freddie Mac conducts business in the U.S. secondary mortgage market by working with a national network of experienced single-family seller/servicers to purchase single-family homes and to set servicing standards for such mortgage loans. Freddie Mac performs in-

house quality control reviews of single-family loans but does not directly originate loans or service loans for third-party investors.

On the Closing Date, Freddie Mac will deposit the Mortgage Loans into the Trust. As Seller, Freddie Mac will be a party to the Pooling and Servicing Agreement and will be the only party with whom the Trust will have any rights with respect to the repurchase of any Mortgage Loans or payment of a Loss Indemnification Amount due to Material Breaches with respect to the Mortgage Loans.

Freddie Mac will act as Trustee under the Pooling and Servicing Agreement. The Trustee may resign from its duties under the Pooling and Servicing Agreement by giving written notice to the other parties to the Pooling and Servicing Agreement and all Certificateholders. The resignation of the Trustee will not become effective until a successor trustee is appointed. A resigning Trustee will be responsible for the payment of all reasonable expenses incurred in connection with such resignation and discharge and the appointment of a successor trustee. Even if Freddie Mac's duties as Trustee were to terminate, Freddie Mac, in its capacity as Guarantor, will still be obligated under the Pooling and Servicing Agreement with respect to its Guarantee.

Under the Pooling and Servicing Agreement, the Trustee may consult with counsel and rely upon the written advice of counsel and the Trustee will not be liable for any action taken or suffered or omitted by it in good faith in reliance thereon.

The Securities Administrator, Servicer, Trustee, Trust Agent and Guarantor will be indemnified, subject to the Expenses Cap, against any and all losses, liabilities, damages, claims, judgments, costs, fees, penalties, fines, forfeitures or other expenses (including reasonable legal fees and expenses) that may be imposed on, incurred by, or asserted against it in connection with, related to, or arising out of the Pooling and Servicing Agreement, the transactions contemplated thereby, or the Certificates, other than any loss, liability, damage, claim, judgment, cost, fee, penalty, fine, forfeiture or other expense (including reasonable legal fees and expenses) (1) that constitutes a specific liability of such party, under the Pooling and Servicing Agreement, (2) incurred by reason of any breach of any representation or warranty made by such party, or by reason of any willful misfeasance, bad faith, fraud or negligence of such party in the performance of its obligations and duties under the Pooling and Servicing Agreement or negligent disregard by such party of its obligations and duties thereunder or (3) that are not "unanticipated expenses incurred by the REMIC" within the meaning of Treasury Regulations Section 1.860G-1(b)(3)(iii).

The Trustee is entitled to be paid or reimbursed by the Trust for its reasonable expenses and disbursements. Any such reimbursement due to Freddie Mac, as Trustee, will not affect Freddie Mac's obligation with respect to the Guarantee.

Freddie Mac's senior long-term debt ratings are "AA+" by Standard & Poor's, "Aaa" by Moody's, and "AAA" by Fitch. Its short-term debt ratings are "A-1+" by Standard & Poor's, "P-1" by Moody's and "F1+" by Fitch.

Freddie Mac continues to operate under the conservatorship of the FHFA that commenced on September 6, 2008. From time to time, Freddie Mac is a party to various lawsuits and other legal proceedings arising in the ordinary course of business and is subject to regulatory actions that could materially adversely affect its operations and its ability to perform its obligations pursuant to the Pooling and Servicing Agreement. See "*Risk Factors — Risks Relating to Freddie Mac*".

The information set forth in this section has been provided by Freddie Mac. No person other than Freddie Mac makes any representation or warranty as to the accuracy or completeness of such information. Certain duties and obligations of Freddie Mac and the provisions of the Pooling and Servicing Agreement are described herein.

Assignment of the Mortgage Loans

Freddie Mac will sell, assign and transfer all of its right, title and interest in the Mortgage Loans to the Trust pursuant to the terms of the Pooling and Servicing Agreement. In connection with the transfer of the Mortgage Loans, Freddie Mac will make the representations and warranties set forth in Appendix C hereto concerning the Mortgage Loans as of the Closing Date to the Trust.

Pursuant to the Pooling and Servicing Agreement, Freddie Mac as Seller will agree to recognize the Trust as the owner of the Mortgage Loans transferred thereunder. In addition, the Trustee will grant limited powers of attorney to the Servicer and other third parties engaged in the management and disposition of REO (*e.g.*, listing brokers and title companies) to act on behalf of the Trust.

The Pooling and Servicing Agreement requires that, with respect to each Mortgage Loan, the mortgage note or other promissory note, the Mortgage and any assumption, consolidation, modification agreement or power of attorney have been delivered to the Custodian on behalf of the Trust by the Closing Date. From and after the Closing Date, the Custodian will hold the Mortgage Loan documents for the benefit of the Trust and the Certificateholders, subject to the Custodial Agreement.

Mortgage Loan Representations and Warranties and Breach Review

The Seller will make the representations and warranties set forth in Appendix C hereto. In the event that a Review Notice is sent with respect to a Mortgage Loan, and the Trust has suffered a loss related to such Mortgage Loan, the Trust Agent will be required to engage an Independent Reviewer (as defined herein) to review such Mortgage Loan. The Trust Agent will be required to provide the Independent Reviewer with a Review Notice at any time at the direction of the Trustee, or (x) if a Mortgage Loan disposition results in a loss to the Trust for any Liquidated Mortgage Loan, within five (5) Business Days after receiving such Review Notice from the Servicer (and such notice will include the amount of the loss to the Trust), or (y) for any other Mortgage Loan for which the Trust Agent previously received a Review Notice that has not been paid in full by the end of the Warranty Period, within the period that is ten (10) Business Days following the 15th day of the first Collection Period immediately following the end of the Warranty Period. For the avoidance of doubt, for any Liquidated Mortgage Loan for which a Review Notice has been received from the Servicer or the Trustee, and such Review Notice does not state that the disposition of such Mortgage Loan resulted in a loss to the Trust, such Review Notice will not be forwarded on to the Independent Reviewer. Similarly, for any Mortgage Loan for which a Review Notice has been received from the Servicer or the Trustee that states that such Mortgage Loan has been paid in full, a Review Notice related to such Mortgage Loan will not be forwarded on to the Independent Reviewer. The Seller's representations and warranties will expire at the end of the Warranty Period, except for the REMIC-related representation and warranty, which will not expire.

The Seller may review the Mortgage Loan at the same time. If the Independent Reviewer determines that a Material Breach exists, it will be required to provide to the Seller the estimated loss amount, if any, as a result of such Material Breach. The Seller, in its sole discretion, will have the right to (A) (x) cure the Material Breach, (y) repurchase such Mortgage Loan or (z) agree to the Loss Estimate Amount; or (B) appeal either (x) the determination by the Independent Reviewer that a Material Breach exists with respect to a Mortgage Loan or (y) the Independent Reviewer's Loss Estimate Amount. The Independent Reviewer will be required to review the information provided by the Seller with respect to its appeal, and determine if (i) a Material Breach exists and, if so, (ii) a new loss amount, if any, for such Material Breach or reaffirm that such Loss Estimate Amount is accurate. The **"Final Loss Estimate Amount"** with respect to a Mortgage Loan will be equal to either (i) the Loss Estimate Amount provided by the Independent Reviewer, if the Seller agrees to the Loss Estimate Amount without forwarding an appeal notice, or (ii) as a result of a review pursuant to an appeal notice either (x) the new loss amount determined by the Independent Reviewer or (y) the Loss Estimate Amount, if the Independent Reviewer affirms such amount. To the extent that the Independent Reviewer concludes, after any such appeals by the Seller, that a Mortgage Loan has suffered a Material Breach, the Seller will be required to (x) cure such Material Breach, (y) indemnify the Trust in the amount of the Loss Indemnification Amount or (z) repurchase the Mortgage Loan; provided, that if the Material Breach is with respect to the REMIC-related representation, then the Seller will be required to repurchase the Mortgage Loan.

In addition, during the Warranty Period, the Trustee may request a review based on specific evidence that supports the existence of a Material Breach with respect to a Mortgage Loan.

Payment Account; Pay-ahead Reserve Account

Under the terms of the Pooling and Servicing Agreement, the Securities Administrator is required to establish and maintain one or more accounts (the **"Payment Account"**), held in trust for the benefit of the Certificateholders, the Trust and the Guarantor. Pursuant to the terms of the Pooling and Servicing Agreement, the Servicer is required to deposit in the Payment Account all payments received during the applicable Collection Period less any amounts the

Servicer is permitted to retain under the Pooling and Servicing Agreement. In the event the Servicer delivers to the Securities Administrator for deposit in the Payment Account any amount not required to be deposited therein, the Servicer may at any time request that the Securities Administrator withdraw such amount from the Payment Account and remit to it any such amount. In addition, the Guarantor is required to deliver to the Securities Administrator from time to time for deposit, and the Securities Administrator is required to so deposit, in the Payment Account any Guarantor Principal Payment, Guarantor Interest Payment or Guarantor Maturity Payment.

Under the terms of the Pooling and Servicing Agreement, the Securities Administrator is also required to establish and maintain an account (the “**Pay-ahead Reserve Account**”), held in trust for the benefit of the Certificateholders, the Trust and the Guarantor. Pursuant to the terms of the Pooling and Servicing Agreement, on or before each Distribution Date, the Securities Administrator is required to deposit in the Pay-ahead Reserve Account the Pay-ahead Reserve Account Deposit for such Distribution Date. The Securities Administrator, on or before each Distribution Date, will withdraw an amount from the Pay-ahead Reserve Account equal to the Pay-ahead Reserve Account Release for that Distribution Date and distribute such amount as set forth in the Pooling and Servicing Agreement as part of the Interest Remittance Amount.

Securities Administrator Reports

The Securities Administrator is required to prepare the Certificateholder Report and make it available no later than one Business Day prior to each Distribution Date. The Certificateholder Report for each Distribution Date shall set forth the following information:

- the Principal Remittance Amount for each Group for such Distribution Date, including interest bearing prepayments, non-interest bearing prepayments, interest bearing curtailments and non-interest bearing curtailments;
- the Interest Remittance Amount for each Mortgage Group for such Distribution Date, including the portion of the Interest Remittance Amount attributable to Compensating Interest and any reduction resulting from a Servicer Shortfall Amount, any Pre-Existing Servicing Advances received from the mortgagor and any Servicing Remedy Amounts received from the Servicer;
- the amount of the Servicing Fee, the Excess Servicing Fee Amount, the Trust Agent Fee, the Custodian Fee, the Securities Administrator Fee, the Guarantor Oversight Fee and the Independent Reviewer fees to be paid to, or retained by the Servicer, the Trust Agent, the Custodian, the Securities Administrator, the Guarantor and the Independent Reviewer, respectively, on such Distribution Date;
- the amount applied to reduce the Class Principal Amount of each Class of Certificates;
- the amount, if any, of Servicing Advances made and reimbursed during the related Distribution Date and the amount of Servicing Advances outstanding as of the end of the related Distribution Date broken out by type (corporate advance not recoverable from the borrower, corporate advance recoverable from the borrower, and escrow advance), along with identifying the portion attributable to Pre-Existing Servicing Advances and the amount, if any, of Servicing Remedy Amounts paid to Freddie Mac;
- the aggregate Interest Bearing Unpaid Principal Balance and Unpaid Principal Balance of the Mortgage Loans for each Group as of the Distribution Date, the mortgage rates (in incremental ranges) and the weighted average remaining term of the Mortgage Loans;
- the number and Unpaid Principal Balance of the (I) Mortgage Loans that were (A) delinquent (exclusive of Mortgage Loans in foreclosure) (1) 30 to 59 days, (2) 60 to 89 days, (3) 90 to 119 days and (4) 120 or more days, (B) in foreclosure and (C) in bankruptcy and (II) REO properties, all as of the Delinquency Determination Date relating to the Distribution Date;
- the aggregate Distressed Principal Balance of the Mortgage Loans as of the Distribution Date, together with any related Pipeline Losses;

- the amount of Subsequent Recoveries on each of the Group H Mortgage Loans, Group M Mortgage Loans and Group M55 Mortgage Loans;
- the Class Principal Amount and Class Notional Amount of each Class of Certificates (other than the Residual Certificates) after giving effect to the distribution of principal on that Distribution Date;
- the aggregate amount of (A) Prepayments in Full reported to the Servicer during the applicable Collection Period, (B) partial prepayments reported to the Servicer during the applicable Collection Period, (C) Liquidation Proceeds received during the applicable Collection Period and (D) Subsequent Recoveries received during the applicable Collection Period;
- for each Mortgage Group, the Senior Percentage, Subordinate Percentage and Senior Principal Distribution Amount for such Distribution Date;
- the Interest Distribution Amount distributed to each Class of Certificates, along with the related Class Coupon, Cap Carryover, Group H Adjusted Net WAC, Group M Adjusted Net WAC, Senior Adjusted Net WAC, Subordinate Adjusted Net WAC, Class M Net WAC, and any Interest Carryforward portion;
- the cumulative aggregate amount of any Realized Losses and Certificate Writedown Amounts from the Cut-Off Date through and including such Distribution Date for each Class;
- any Certificate Realized Losses and Certificate Writedown Amounts for such Distribution Date;
- the aggregate Repurchase Price or Loss Indemnification Amount deposited into the Payment Account with respect to the Mortgage Loans, which information may be presented in a footnote for such Distribution Date;
- the amount of any IRA Shortfall Amounts, PRA Shortfall Amounts and/or Servicer Shortfall Amounts;
- whether each of (A) the Minimum Credit Enhancement Test, (B) the Cumulative Loss Test, (C) the Step-Down Test, (D) the Aged Securitization Test, and (E) the Delinquency Test is satisfied for such Distribution Date;
- whether (A) the Servicing Control Trigger is satisfied, (B) there has been a Servicer Event of Default, or (C) there exists a Guarantor Nonpayment Event for such Distribution Date;
- the Servicing Trigger Agent, the Alternative Servicing Trigger Agent and the Optional Control Class for such Distribution Date;
- the Capitalization Reimbursement Amount and aggregate Capitalization Amount for each Group for such Distribution Date;
- the Interest Deficiency Amount for such Distribution Date;
- the Principal Deficiency Amount for such Distribution Date;
- the status and outcome of any Independent Review conducted pursuant to the Pooling and Servicing Agreement, as reported to the Securities Administrator by the Trust Agent;
- the applicable Record Date and Accrual Period for each Class of Certificates and such Distribution Date;
- the nature of any Material Breach of a Mortgage Loan, the related Loss Indemnification Amount, if any, and the representation and warranty claimed to be breached, the Existing Lien or the missing or defective document, as applicable;
- any Servicing Remedy Amount for such Distribution Date;

- the amount of total fees and Expenses paid or reimbursed from the Payment Account on the related Distribution Date, including any Expenses and Excess Expenses for (A) the Trust Agent, (B) the Securities Administrator, (C) the Servicer, (D) the Custodian and (E) the Seller, the Trustee, and the Guarantor, broken out by each of their related Expenses Caps, the maximum annual amount available, and the remaining amount available under each of their related Expenses Caps;
- for any Mortgage Loan that was modified, the modification statement, and for any Mortgage Loan or mortgaged property that had a Realized Loss, the Loss Statement;
- the Unpaid Principal Balance of any REO property as of the Distribution Date;
- the Interest Distribution Amount for each Class of Certificates for such Distribution Date;
- any Guarantor Interest Payments, Guarantor Maturity Payments and/or Guarantor Principal Payments for such Distribution Date;
- for Group H, the aggregate number and Unpaid Principal Balance of the Mortgage Loans broken out by having 0, 1, 2, 3, 4, or 5 mortgage rate steps remaining as of the related Collection Period for such Distribution Date;
- information regarding delinquencies (using the MBA methodology), foreclosures, bankruptcies, and REO Properties during the related Distribution Date and since the Cut-Off Date, by number of Mortgage Loans and the Unpaid Principal Balance;
- detailed reporting on prepayments and liquidations;
- with respect to Mortgage Loans that were subject to modification in the related Collection Period: (i) the percentage (by aggregate Cut-Off Date Balance and the aggregate Unpaid Principal Balance of the Mortgage Loans as of the close of business on the last day of the Collection Period for the related Distribution Date) and number of Mortgage Loans modified during the related Distribution Date and since the Closing Date, (ii) the amount of principal forgiveness for the related Distribution Date and since the Closing Date, (iii) the date of the most recent modification, (iv) the number of modifications during the preceding twelve months, (v) the percentage of modified Mortgage Loans that are delinquent, (vi) the mortgage interest rate prior to and after modification for Mortgage Loans modified since the Closing Date, (vii) the original balance, (viii) the pre-modification balance, (ix) the modified balance (x) the pre-modification principal and interest, (xi) the modification principal and interest and (xii) the next due date;
- the Distressed Principal Balance for such Distribution Date;
- a statement regarding any eminent domain proceeding with respect to a Mortgage Loan or mortgaged property securing a Mortgage Loan commenced by a governmental entity, the results of the valuation on the related mortgaged property and the amount received from the governmental entity on such mortgaged property;
- the number and Unpaid Principal Balance of any Mortgage Loans repurchased by the Seller;
- the Class MZ Accrual Amount and the Class HZ Accrual Amount, if any, for such Distribution Date;
- for each Group: the Pay-ahead Reserve Account beginning and ending balances, Pay-ahead Reserve Account Deposit, Pay-ahead Reserve Account Release and the Freddie Mac Pay-ahead Payment, if any, for such Distribution Date; and
- to the extent that the Securities Administrator possesses such information, any information required by the Code and such other information, in each case, as the Guarantor may reasonably request.

The Securities Administrator is required to make such statement available to Certificateholders, and to potential or beneficial owners of the Certificates that provide appropriate certification in the form furnished by the Securities Administrator (submitted electronically via the Securities Administrator's website) through the Securities Administrator's website.

The Securities Administrator also is required to make available loan level information provided to it by Freddie Mac and the Servicer relating to the Mortgage Loans. Such information will be available on the Securities Administrator's website. Any person seeking access to the loan level data must agree to the terms and conditions set forth on the website prior to obtaining the information.

In addition, at the end of each calendar year, the Securities Administrator is required to provide to each person who was a holder at any time during that year customary information required by the Internal Revenue Service ("IRS"). The Securities Administrator will make the Certificateholder Report (and, at its option, any additional files containing the same information in an alternative format) available each month to the holders and to the parties to the Pooling and Servicing Agreement on its internet website. The Securities Administrator's internet website will initially be located at "<https://pivot.usbank.com>". If you need assistance in using the website, you should call the Securities Administrator's customer service desk at (800) 934-6802. You may have a paper copy of the report mailed to you by requesting a copy from the Securities Administrator customer service desk.

Servicing

The Mortgage Loans will be serviced by the Servicer pursuant to the terms of the Pooling and Servicing Agreement. Set forth below are summaries of the specific terms and provisions pursuant to which the Mortgage Loans will be serviced. The summaries do not purport to be complete and are subject to, and are qualified in their entirety by reference to, the provisions of the Pooling and Servicing Agreement.

General

The Servicer will service and administer the Mortgage Loans (or cause the Mortgage Loans to be serviced and administered) in accordance with accepted servicing practices, applicable law (including, but not limited to, the CARES Act) and the Pooling and Servicing Agreement, and will have full power and authority to do any and all things in connection with such servicing and administration that the Servicer may deem necessary or desirable and consistent with the terms of the Pooling and Servicing Agreement and with accepted servicing practices. In servicing and administering the Mortgage Loans, the Servicer will be required to employ procedures (including collection procedures) intended to maximize the timely and complete recovery of principal and interest on the Mortgage Loans for the Trust and exercise the same care that it would employ and exercise in servicing and administering mortgage loans it services giving due consideration to accepted servicing practices, the Pooling and Servicing Agreement, and applicable law.

The Pooling and Servicing Agreement authorizes the Servicer to solicit mortgagors for refinance into new mortgage loans so long as the mortgagors are not selected for solicitation based on the inclusion of the related Mortgage Loans in the transaction. Such refinancing will be in an amount sufficient to pay off the Unpaid Principal Balance of the Mortgage Loan in full and any accrued and unpaid interest thereon.

Servicing and Other Compensation and Payment of Expenses

On each Distribution Date, the Servicer will be entitled to receive the related Servicing Fee. The Servicer will retain the Servicing Fee from all amounts collected in respect of the Mortgage Loans during the related Collection Period prior to remittance of required amounts to the Securities Administrator for distributions on the Certificates on each applicable Distribution Date.

The Servicer is entitled to retain any net interest earned on deposits in the Collection Account, including any investment earnings on investments of such funds permitted under the Pooling and Servicing Agreement, as additional compensation for performing its duties as the Servicer. In addition to the compensation described above, the Servicer will be entitled to retain all assumption fees, tax service fees, late payment charges and incentive payable to it under government loss mitigation programs, to the extent collected from mortgagors and as provided in the Pooling and Servicing Agreement. In connection with prepayments in full, the Servicer may retain the excess, if any, of the

aggregate of any Compensating Interest Surplus over the aggregate of any Compensating Interest Shortage; however, if the aggregate of any Compensating Interest Shortage exceeds the aggregate of any Compensating Interest Surplus, the Servicer must remit a Compensating Interest payment to the Securities Administrator.

The Servicer will be required to pay all related expenses incurred in connection with its servicing responsibilities (subject to limited reimbursement as set forth in the Pooling and Servicing Agreement).

Loss Mitigation

Subject to the terms of the Pooling and Servicing Agreement, the Servicer will be required to take such action as it deems to be in the best interest of the Certificateholders and the Trust with respect to defaulted Mortgage Loans and foreclose upon or otherwise comparably convert the ownership of properties securing defaulted Mortgage Loans as to which no satisfactory collection arrangements can be made, which may include the donation of REO properties or delinquent Mortgage Loans for which foreclosure may not be in the best interests of the Trust. To the extent set forth in the Pooling and Servicing Agreement, the Servicer will be required to service any REO property acquired through foreclosure or deed-in-lieu of foreclosure in accordance with procedures that the Servicer employs and exercises in servicing and administering other mortgage loans that it services and which are in accordance with accepted mortgage servicing practices of prudent lending institutions, except that Servicer must market such REO properties for a period of at least 20 days to prospective owner occupants and non-profit buyers who will be provided an exclusive opportunity to purchase such property during such period. In addition, the Servicer may be entitled to retain additional amounts in connection with the management and liquidation of REO properties as provided in the Pooling and Servicing Agreement and the rules governing REMICs.

Subject to accepted servicing practices and applicable law, the Pooling and Servicing Agreement permits the Servicer to waive any late payment charge, assumption fee or other fee that may be collected in the ordinary course of servicing the Mortgage Loans. The Servicer, unless permitted by and in accordance with the Pooling and Servicing Agreement, may not (i) permit any modification of any material term of any Mortgage Loan, including any modification that would change the mortgage rate or the final maturity date, defer the payment of principal and/or interest, creating principal forbearance amounts, or forgive the payment of principal or interest, reduce or increase the outstanding principal balance (except for actual payments of principal) (each, a “**Modification**”), or (ii) accept payment (whether in connection with a short sale or payoff) from the related mortgagor of an amount less than the Unpaid Principal Balance of such Mortgage Loan in final satisfaction of such Mortgage Loan or change the final maturity date on such Mortgage Loan. Notwithstanding the foregoing, in the event that any Mortgage Loan is 60 or more days delinquent or, in the judgment of the Servicer is in imminent risk of default, determined in accordance with the Pooling and Servicing Agreement, the Servicer, may waive, modify or vary any term of such Mortgage Loan (including Modifications that would change the mortgage rate, forgive or forbear the payment of principal or interest or extend the final maturity date of such Mortgage Loan), or consent to the postponement of strict compliance with any such term or otherwise grant indulgence to any mortgagor, provided; however, the Servicer may not modify a Mortgage Loan, more than once during any twelve (12) month period or more than twice after the Closing Date and further provided, that the Servicer may not enter into a Modification of a Mortgage Loan (i) to forgive principal that would result in a mark-to-market loan-to-value ratio of less than 105% or (ii) to defer principal and/or interest, creating principal forbearance amounts, that would result in a mark-to-market loan-to-value ratio of less than 80% in each case based on the post-modification Interest Bearing Unpaid Principal Balance of the related Mortgage Loan and the current market value of the related mortgaged property. Notwithstanding anything in the Pooling and Servicing Agreement to the contrary, no waiver, modification, variance, postponement of compliance or indulgence made or proposed to be made by the Servicer in accordance with the foregoing will require the consent of the Guarantor, the Securities Administrator, the Trustee or any other entity. Notwithstanding the foregoing, the Servicer will not make or permit any modification, waiver, or amendment of any Mortgage Loan which would cause any REMIC created under the Pooling and Servicing Agreement to fail to qualify as a REMIC or result in the imposition of any tax under the Code.

In cases where a modification is not feasible or in the best interests of Certificateholders, the Servicer may agree to a short sale, allowing the mortgagor to sell the mortgaged property to a third party for an amount that is insufficient to pay off the Mortgage Loan in full, or a deed in lieu of foreclosure, allowing the mortgagor to convey the mortgaged property to the Trust, becoming an REO property.

In the case of foreclosure of a mortgaged property or damage to a mortgaged property or an REO property, the Servicer will not be required to expend its own funds to foreclose or restore any damaged property, unless it determines (i) that such foreclosure and/or restoration will increase the proceeds of liquidation of the Mortgage Loan or REO property after reimbursement of expenses and (ii) that such expenses will be recoverable through Liquidation Proceeds or any applicable insurance policy in respect of such Mortgage Loan, except that, if the Servicer is unable to enter into an alternative to foreclosure or otherwise donate the Mortgage Loan, including a donation to a non-profit or governmental entity, the Servicer must foreclose on the mortgaged property. In the event that the Servicer has expended its own funds for foreclosure or to restore damaged property where such advances constitute non-recoverable advances, it will be entitled to be reimbursed from the Collection Account on a daily basis in an amount equal to all costs and expenses incurred by it, without restriction and any other such expenditures will be reimbursed as a Servicing Advance out of the Liquidation Proceeds of the related Mortgage Loan or REO property.

Servicing Advances

In the course of performing its servicing obligations under the Pooling and Servicing Agreement, the Servicer will be required to pay all customary, reasonable and necessary “out-of-pocket” costs and expenses paid to a third-party, including, but not limited to, (a) the cost of preservation, inspection, restoration, protection and repair of a mortgaged property or REO property, including, without limitation, advances in respect of liens, real estate taxes and assessments that may result in the subordination of the Mortgage lien or REO Deed, (b) insurance premiums related to the Mortgage Loan, (c) the cost of any collection, enforcement or judicial proceedings, including without limitation foreclosures, collections, liquidations, bankruptcies and evictions, and any expenses incurred in connection with any such proceeding that results from the Mortgage Loan being registered on the MERS system, (d) the cost of the conservation, management and valuation, of any REO property and any REO disposition, (e) the cost of obtaining any legal documentation required to be included in the servicing file and/or correcting any outstanding title issues (*i.e.*, any lien or encumbrance on the mortgaged property that prevents the effective enforcement of the intended lien position or any lien on an REO property that prevents the timely liquidation thereof) reasonably necessary for the Servicer to perform its obligations under the Pooling and Servicing Agreement, (f) the cost of preparing, executing and recording instruments of satisfaction, deeds of reconveyance or assignments of mortgage to the extent not recovered from the related mortgagor, (g) expenses incurred in connection with any foreclosure alternative, and (h) fees and expenses incurred in connection with a refinance of a defaulted Mortgage Loan. Servicing Advances do not include Pre-Existing Servicing Advances and also do not include Compensating Interest payments.

The Servicer will be entitled to withdraw or cause to be withdrawn from the Collection Account out of general collections therein on a daily basis, prior to any remittance to the Trust, amounts representing unreimbursed Servicing Advances that the Servicer has determined to be non-recoverable. With respect to all other unreimbursed Servicing Advances, the Pooling and Servicing Agreement will provide that the Servicer will be entitled to reimbursement of certain expenses as well as any unreimbursed Servicing Advances upon liquidation of the related Mortgage Loan, subject to the Seller’s right of reimbursement of Pre-Existing Servicing Advances.

As of the Cut-Off Date, the aggregate amount of Pre-Existing Servicing Advances (i) for all the Mortgage Loans is approximately \$3,516,238; (ii) for the Group H Mortgage Loans is approximately \$151,437; (iii) for the Group M Mortgage Loans is approximately \$2,643,285; and (iv) for the Group M55 Mortgage Loans is approximately \$721,516. These Pre-Existing Servicing Advances were made by one or more previous servicers on certain of the Mortgage Loans. While the Servicer may collect these Pre-Existing Servicing Advances from the related mortgagors, or may capitalize them into the mortgagors’ Unpaid Principal Balances as part of permitted modifications, any collections received in respect of such Pre-Existing Servicing Advances will not be available for distribution to the Certificateholders and the Servicer will not reimburse itself for these Pre-Existing Servicing Advances.

The Servicer will not be required to make principal and interest advances.

In connection with the modification of a Mortgage Loan prior to the Cut-Off Date, a prior servicer may have deferred the repayment of any amounts owed by the related mortgagor until the earlier of the maturity date for the Mortgage Loan, sale of the related mortgaged property or payoff of the Mortgage Loan by the mortgagor, at which time such amount will be due by such mortgagor (any such amount, an “**Initial Principal Forbearance Amount**”). The Initial Principal Forbearance Amount with respect to any Mortgage Loan is considered part of the Unpaid Principal Balance of such Mortgage Loan.

Additionally, as provided in the Pooling and Servicing Agreement, in connection with the Modification of a Mortgage Loan after the Cut-Off Date, the Servicer may capitalize certain amounts, such as accrued and unpaid interest and certain Servicing Advances and Pre-Existing Servicing Advances by adding such capitalized amounts to the Unpaid Principal Balance of the related Mortgage Loan. In connection with the Modification of a Mortgage Loan, the Servicer may defer or capitalize the repayment of any amounts owed by the related mortgagor. If the Servicer defers such amounts, such amounts will be non-interest bearing, non-amortizing, and due by the related mortgagor at the earliest of the maturity date for the Mortgage Loan, sale of the related mortgaged property or payoff of the Mortgage Loan by the mortgagor.

REO Management and Disposition

Pursuant to the Pooling and Servicing Agreement, the Servicer, either itself or through an agent selected by it, will be required to manage, conserve, protect and operate each REO property (i) solely for the purpose of its prompt disposition and sale in a manner that does not cause such REO property to fail to qualify as “foreclosure property” within the meaning of Section 860G(a)(8) of the Code or result in the receipt by any REMIC Pool of any “income from non-permitted assets” within the meaning of Section 860F(a)(2)(B) of the Code, or any “net income from foreclosure property” which is subject to taxation under the REMIC provisions. The Servicer will cause each REO property to be inspected promptly upon the acquisition of title thereto and vacancy of the property and will cause each REO property to be inspected in accordance with accepted servicing practices thereafter.

Each disposition of an REO property will be carried out by the Servicer at such price and upon such terms and conditions as the Servicer determines in good faith, to likely result in a higher expected recovery of net proceeds taking into account the risks of recovery, except that the Servicer must market such properties for a period of at least 20 days to prospective owner occupants and non-profit buyers who will be provided an exclusive opportunity to purchase such property during this period. Any disposition will be for cash only (unless changes in the REMIC provisions made subsequent to the Closing Date allow a sale for other consideration). The Servicer, on behalf of the Trust, is required to sell any REO property as soon as practicable and in any event no later than the end of the third full taxable year after the taxable year in which the Trust acquires ownership of such REO property for purposes of Section 860G(a)(8) of the Code or request from the IRS, no later than 60 days before the day on which the three-year grace period would otherwise expire, an extension of such three-year period unless the Servicer delivers to the Securities Administrator and the Trustee an opinion of counsel, to the effect that the holding by the Issuer of such REO property subsequent to three years after its acquisition will not for U.S. federal income tax purposes (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) result in an Adverse REMIC Event.

Servicing Monitoring and Oversight

The Guarantor and the Trustee will each have the right to monitor the Servicer’s servicing of the Mortgage Loans and the Servicer is required to take all steps required to facilitate such monitoring, as provided in the Pooling and Servicing Agreement, including, but not limited to: (i) providing access to the Trustee, the Guarantor and any designees of the Guarantor (as reasonably requested and during normal business hours), to all books, records and other information in relation to the Mortgage Loans prepared and/or maintained by the Servicer and (ii) reporting to the Trustee and the Guarantor. As compensation for this monitoring, the Guarantor will receive the Guarantor Oversight Fee. Such monitoring and reporting requirements may be amended from time to time as provided in the Pooling and Servicing Agreement.

In connection with this monitoring, the Guarantor may become aware of breaches by the Servicer in performing its obligation to service and administer the Mortgage Loans in accordance with the Servicing Requirements, applicable law and the Pooling and Servicing Agreement. The Guarantor may review any such breaches pursuant to the remedy management process set forth in the Pooling and Servicing Agreement. As a result of such review, the Guarantor will determine whether there was a violation by the Servicer of any requirement related to its servicing obligations, and if so, (i) determine whether the Servicer could correct such violation or (ii) if the Guarantor determines that such violation is non-correctable, or any correction would result in losses to the Trust or Freddie Mac (in any capacity), the Guarantor will determine the Servicing Remedy Amount related to such violation. The Servicer can appeal the Guarantor’s determination; however, upon final review and determination, the Guarantor’s decision will be binding. If, as a result of this process, it is determined that the Servicer is required to pay a Servicing Remedy Amount, the

Servicer will provide notification to the Securities Administrator and will remit such amount to the Collection Account not later than the Remittance Date in the month following such determination.

Collections on Mortgage Loans; Collection Account and Escrow Account

Upon receipt by the Servicer of amounts in respect of the Mortgage Loans (excluding Escrow Amounts and amounts representing the Servicing Fee or other servicing compensation and similar items), the Servicer will be required to deposit such amounts within two business days of identification thereof into an account (the “**Collection Account**”) for the benefit of the Certificateholders, which will be an Eligible Account. Amounts on deposit in the Collection Account may be invested at the direction of the Servicer and for the benefit and at the risk of the Servicer in certain investments permitted under the Pooling and Servicing Agreement. On the second business day prior to each Distribution Date (the “**Remittance Date**”), the Servicer will be required to withdraw from the Collection Account all amounts required to be remitted by the Servicer for such month pursuant to the Pooling and Servicing Agreement and will remit such amounts to the Securities Administrator for deposit to the Payment Account.

To the extent required by the related mortgage note and not violative of current law, the Servicer will segregate and hold all amounts constituting taxes, assessments, insurance premiums, fire and hazard insurance premiums and other payments as may be required to be escrowed by the mortgagor pursuant to the terms of any mortgage note or mortgage (“**Escrow Amounts**”). The Servicer will be required to deposit Escrow Amounts within two business days of identification thereof into an account (the “**Escrow Account**”), for the benefit of the Certificateholders which will be an Eligible Account.

An “**Eligible Account**” is an account that is:

- (i) a segregated account or accounts maintained with a federal or state chartered depository institution or trust company (including the Securities Administrator) that has a combined capital and surplus of at least \$1,000,000,000 and (A) the long-term deposit rating or long-term unsecured debt obligations of which are rated at least “A” by Fitch, if the deposits are to be held in such account for thirty (30) days or more, and the short-term debt obligations of which have a short-term rating of not less than “F1” from Fitch, if the deposits are to be held in such account for less than thirty (30) days and (B) the long-term unsecured debt obligations of which are rated at least “A” by DBRS (if then rated by DBRS, or if not rated by DBRS, an equivalent rating (or higher) by at least two (2) NRSROs (which may include Fitch) or such other rating confirmed in a rating agency confirmation), if the deposits are to be held in such account for thirty (30) days or more, and the short-term debt obligations of which have a short-term rating of not less than “R-1(middle)” from DBRS (if then rated by DBRS, or if not rated by DBRS, an equivalent rating (or higher) by at least two (2) NRSROs (which may include Fitch) or such other rating confirmed in a rating agency confirmation), if the deposits are to be held in such account for less than thirty (30) days; or
- (ii) a segregated trust account or accounts maintained with the corporate trust department of a federal or state-chartered depository institution or trust company that, in either case, has a combined capital and surplus of at least \$50,000,000 and a long-term unsecured debt rating of at least “A” from Fitch (if the deposits are to be held in the account for more than thirty (30) days) or a short-term unsecured debt rating of at least “F1” from Fitch (if the deposits are to be held in the account for thirty (30) days or less) and that, in either case, has corporate trust powers, provided, that with respect to this clause (ii), that any state-chartered depository institution or trust company is subject to regulation regarding fiduciary funds substantially similar to 12 C.F.R. § 9.10(b).

Eligible Accounts may bear interest.

Hazard and Flood Insurance

With respect to each Mortgage Loan, the Servicer is required to cause to be maintained for each mortgaged property securing such Mortgage Loan a fire and hazard insurance policy with extended coverage as is customary in the area where the mortgaged property is located, which contains a standard mortgagee’s clause, in at least an amount equal to the lesser of (i) the replacement value of the improvements securing such Mortgage Loan or (ii) the greater of (a) the outstanding principal balance of the Mortgage Loan and (b) an amount such that the proceeds thereof will

be sufficient to prevent the mortgagor or the loss payee from becoming a co-insurer. If the related mortgagor allows hazard coverage to lapse, the Servicer will procure coverage at least equal to the lesser of (i) the Mortgagor Total Unpaid Principal Balance or (ii) the full insurable value of the related mortgaged property. As set forth above, all amounts collected by the Servicer under any hazard policy, except for amounts to be applied to the restoration or repair of the mortgaged property or released to the mortgagor on the holder of a prior lien in accordance with the Servicer's normal servicing procedures, to the extent they constitute Net Liquidation Proceeds, will ultimately be deposited in the Collection Account. With respect to each Mortgage Loan, if the improvements on a mortgaged property at origination were in an area identified in the Federal Register by the Federal Emergency Management Agency as having special flood hazards, the Servicer is required to cause to be maintained a flood insurance policy meeting the requirements of the current guidelines of the Federal Insurance Administration with a qualified insurer in an amount representing coverage equal to the least of (i) the Mortgagor Total Unpaid Principal Balance, (ii) the full insurable value of the mortgaged property and (iii) the maximum amount of insurance that was available under the National Flood Insurance Act of 1968, as amended.

To the extent the Servicer has not already procured a hazard policy (and a flood insurance policy, if applicable) meeting the requirements on the related mortgaged property secured by the related Mortgage Loan prior to foreclosure or a deed-in-lieu of foreclosure, the Servicer will be required to obtain for any REO property (a) fire and hazard insurance with extended coverage in an amount which is at least equal to the maximum insurable value of the improvements that are a part of such property and (b) flood insurance in the amount set forth in the preceding paragraph. The Servicer will not be required to maintain any such insurance if the related Servicing Advance therefor would, in the reasonable judgment of the Servicer, be a nonrecoverable Servicing Advance. Servicer may obtain a blanket liability policy for REO properties without a related hazard insurance policy that provides at least the same minimum coverage as an individual hazard insurance policy would for that same property.

The ability of the Servicer to assure that hazard and flood insurance proceeds are appropriately applied may be dependent on it being named as an additional insured under any hazard insurance policy, or upon the extent to which information in this regard is furnished to the Servicer by a mortgagor. The Pooling and Servicing Agreement provides that the Servicer may satisfy its obligation to cause hazard policies to be maintained by maintaining a blanket policy insuring against losses on the Mortgage Loans and REO properties. If such blanket policy contains a deductible clause, the Servicer is obligated to deposit in the Collection Account the sums that would have been deposited in the Collection Account but for such clause.

In general, the standard form of fire and extended coverage policy covers physical damage to or destruction of the improvements on the property by fire, lightning, explosion, smoke, windstorm and hail, and riot, strike and civil commotion, subject to the conditions and exclusions specified in each policy. Although the policies relating to the Mortgage Loans will be underwritten by different insurers under different state laws in accordance with different applicable state forms and therefore will not contain identical terms and conditions, the terms of the policies are dictated by respective state laws, and most such policies typically do not cover any physical damage resulting from the following: war, revolution, governmental actions, floods and other weather-related causes, earth movement, including earthquakes, landslides and mudflows, nuclear reactions, wet or dry rot, vermin, rodents, insects or domestic animals, theft and, in certain cases, vandalism. The foregoing list is merely indicative of certain kinds of uninsured risks and is not intended to be all-inclusive.

The hazard insurance policies covering the mortgaged properties typically contain a co-insurance clause which in effect requires the insured at all times to carry insurance of a specified percentage, generally 80% to 90%, of the full replacement value of the improvements on the property in order to recover the full amount of any partial loss. If the insured's coverage falls below this specified percentage, such clause generally provides that the insurer's liability in the event of partial loss does not exceed the greater of (x) the replacement cost of the improvements less physical depreciation or (y) such proportion of the loss as the amount of insurance carried bears to the specified percentage of the full replacement cost of such improvements.

Certain Matters Regarding the Servicer

The duties to be performed by the Servicer include foreclosure proceedings, liquidations of Mortgage Loans and REO properties, collection and remittance of principal and interest payments or other collections in respect of the Mortgage Loans, administration of mortgage escrow accounts, collection of insurance claims and making Servicing

Advances. The Servicer also will provide such accounting and reporting services as are necessary to provide required information to the Securities Administrator and the Trustee with respect to the Mortgage Loans. Any of the servicing obligations of the Servicer may be delegated to another person who meets the eligibility requirements set forth in the Pooling and Servicing Agreement and agrees to conduct such duties in accordance with the Pooling and Servicing Agreement. No subservicer or any other person will be entitled to any additional compensation from assets of the Trust. In the case of any such delegation, the Servicer will remain liable under the Pooling and Servicing Agreement.

The Pooling and Servicing Agreement will also provide that neither the Servicer, nor any director, officer, employee or agent of the Servicer, will be under any liability to the Trustee, the Securities Administrator, the Trust Agent, the Trust or the Certificateholders for the taking of any action or for refraining from the taking of any action in good faith pursuant to the Pooling and Servicing Agreement; provided, however, that none of the Servicer, any subcontractor, or any director, officer, employee or agent of the Servicer will be protected against any liability that would otherwise be imposed by reason of willful misfeasance, bad faith or negligence in the performance of its duties or by reason of reckless disregard of his or its obligations and duties thereunder. The Pooling and Servicing Agreement will further provide that, subject to certain limitations, the Servicer, and any director, officer, employee or agent of the Servicer will be entitled to indemnification from the assets of the Trust and will be held harmless against any loss, liability or expense incurred in connection with the performance of its duties and obligations and any legal action relating to the Pooling and Servicing Agreement or the Certificates, other than any loss, liability or expense incurred by reason of willful misfeasance, bad faith or negligence in the performance of its duties thereunder or by reason of reckless disregard of its obligations and duties thereunder. In addition, the Pooling and Servicing Agreement will provide, subject to the limitations set forth therein, that the Servicer will not be under any obligation to appear in, prosecute or defend any legal action unless such action is related to its duties under the Pooling and Servicing Agreement and that in its opinion may involve it in any expense or liability; provided, however, that the Servicer may in its discretion undertake any action, subject to the terms of the Pooling and Servicing Agreement, related to its obligations under the Pooling and Servicing Agreement that it may deem necessary or desirable with respect to the Pooling and Servicing Agreement and the rights and duties of the parties under the Pooling and Servicing Agreement and the interests of the Certificateholders. In such event, the legal expenses and costs of such action and any liability resulting therefrom will be expenses, costs and liabilities of the Trust and the Servicer will be entitled to be reimbursed therefor out of the Collection Account in accordance with the Pooling and Servicing Agreement.

Under the Pooling and Servicing Agreement, the Servicer may not: (i) initiate any action, suit or proceeding solely under the name of the Trustee, the Seller, the Trust, or the Guarantor without the written consent of such person. If such consent is provided, the Servicer must indicate the Servicer's representative capacity or (ii) take any action with the intent to cause, and which actually does cause, the Trustee, the Seller, the Trust, or the Guarantor to be registered to do business in any state; except that Servicer may initiate actions, suits and proceedings in the name of the Trust and Trustee pursuant to a power of attorney with respect to routine foreclosure, bankruptcy and eviction proceedings. In addition, the Servicer is required to provide notice to the Guarantor in the event "non-routine litigation" arises, as defined in the Guide Section 9402.2, in accordance with the notice provisions of the Guide Section 9402.3(b)(1), except that Servicer must include the name of the Issuer and the corresponding loan number reported to Freddie Mac. In the event non-routine litigation arises, Freddie Mac, as Trustee and/or as Guarantor, reserves the right to direct the Servicer and its counsel and otherwise manage such litigation.

Any person into which the Servicer may be merged or consolidated, or any person resulting from any merger, conversion or consolidation to which the Servicer is a party, or any organization succeeding to the business through the transfer of substantially all of its assets or all assets relating to such business, or otherwise, of the Servicer will be the successor Servicer under the Pooling and Servicing Agreement without requiring the consent of any party, *provided* that such successor or resulting entity has a net worth of not less than \$15,000,000 and meets other requirements set forth in the Pooling and Servicing Agreement.

Servicer Events of Default

A "Servicer Event of Default" under the Pooling and Servicing Agreement will consist of:

- (i) any failure by the Servicer to remit to the Securities Administrator any payment required to be made under the terms of the Pooling and Servicing Agreement which continues unremedied for a period of

two (2) business days after the date upon which written notice of such failure, requiring the same to be remedied, has been given to the Servicer by the Securities Administrator or the Trustee;

- (ii) any failure by the Servicer to duly perform, within the required time period and without notice, its obligations to provide the “Annual Servicer’s Officer’s Certificate” and “Annual Independent Public Accountants’ Servicing Report” pursuant to the Pooling and Servicing Agreement, which failure continues unremedied for a period of ten (10) days from the date of delivery required with respect to such certification;
- (iii) any failure by the Servicer to duly observe or perform within the required time period and without notice or grace period, its obligations to provide the “Monthly Disclosure Report” or other data materials or information required to be provided to the Securities Administrator pursuant to the Pooling and Servicing Agreement;
- (iv) except with respect to those items listed in clauses (ii) and (iii) above, a breach of any of the Servicer’s representations and warranties set forth in the Pooling and Servicing Agreement, which breach materially and adversely affects the ability of the Servicer to perform its duties and obligations thereunder or otherwise materially and adversely affects the value of the Mortgage Loans, the mortgaged properties, the REO properties or the interests of the Certificateholders or the parties thereto, or any failure by the Servicer to duly observe or perform in any material respect any other of the covenants or agreements on the part of the Servicer set forth in the Pooling and Servicing Agreement which breach or failure continues unremedied for a period of thirty (30) days after the first date on which written notice of such breach or failure is received by the Servicer;
- (v) failure by the Servicer to maintain its license or to otherwise qualify to do business or service residential mortgage loans in any jurisdiction, if required by such jurisdiction, where the mortgaged properties or REO properties securing the Mortgage Loans are located;
- (vi) a decree or order of a court or agency or supervisory authority having jurisdiction for the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, including bankruptcy, marshaling of assets and liabilities or similar proceedings, or for the winding-up or liquidation of its affairs, has been entered against the Servicer and such decree or order have remained in force undischarged or unstayed for a period of sixty (60) days;
- (vii) the Servicer consents to the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings of or relating to the Servicer or of or relating to all or substantially all of its property;
- (viii) the Servicer admits in writing its inability to pay its debts generally as they become due, file a petition to take advantage of any applicable insolvency, bankruptcy or reorganization statute, make an assignment for the benefit of its creditors, voluntarily suspend payment of its obligations or cease its normal business operations for three (3) days;
- (ix) the Servicer fails to provide two consecutive Guarantor loan data remittance reports twice in any twelve-month period to the Guarantor as required under the Pooling and Servicing Agreement and the Guarantor declares such failure a default;
- (x) the Servicer otherwise ceases to meet the qualifications of a Freddie Mac and if applicable, Fannie Mae, Ginnie Mae, or FHA, seller/servicer;
- (xi) the Servicer attempts to assign the servicing of the Mortgage Loans or its right to servicing compensation under the Pooling and Servicing Agreement or the Servicer attempts to sell or otherwise dispose of all or substantially all of its property or assets or to assign the Pooling and Servicing Agreement or the servicing responsibilities thereunder or to delegate its duties thereunder or any portion thereof (to other than a third party in the case of outsourcing routine tasks including, but not limited to, taxes, insurance, property inspection, reconveyance, collection or brokering REO property), in each

case without complying fully with the provisions regarding limitation on resignation and assignment by the Servicer as set forth in the Pooling and Servicing Agreement; or

- (xii) failure by the Servicer to service the Mortgage Loans in accordance with accepted servicing practices and the Pooling and Servicing Agreement, following notice by the Trustee or Guarantor, which failure continues unremedied for a period of thirty (30) days.

Servicing Control Trigger and Servicing Trigger Agent

“**Servicing Control Trigger**” means with respect to any Distribution Date, a trigger that will occur (i) if the Servicing Trigger Agent is the Guarantor and the Guarantor Servicing Control Trigger Distressed Principal Balance for such Distribution Date is greater than an amount equal to: (a) the aggregate Class Principal Amount of the Class M Certificates and the Class B Certificates immediately following the preceding Distribution Date, minus (b) the Realized Losses for such Distribution Date, or (ii) if the Servicing Trigger Agent is not the Guarantor and the Distressed Principal Balance for such Distribution Date is greater than an amount equal to: (a) the aggregate Class Principal Amount of the Class M Certificates and the Class B Certificates immediately following the preceding Distribution Date, minus (b) the Realized Losses for such Distribution Date; *provided, however*, that if the Servicing Trigger Agent (i) is not Freddie Mac and (ii) has terminated the Servicer or a successor servicer as a result of a Servicing Control Trigger, a new Servicing Control Trigger cannot occur until the twelfth month following the transfer of servicing to a successor servicer.

The Guarantor will be the “**Servicing Trigger Agent**”, so long as a Guarantor Nonpayment Event does not exist and the Guarantee Expiration Date has not passed. Otherwise, the Servicing Trigger Agent will be the Certificateholders holding more than 50% of the aggregate Voting Rights of the Optional Control Class (or if there is no Optional Control Class, all of the Classes of Certificates outstanding) (the “**Alternative Servicing Trigger Agent**”).

The “**Optional Control Class**” will be, with respect to any Distribution Date, after giving effect to distributions of principal and allocations of any related Realized Losses, Certificate Writedown Amounts and any related Subsequent Recoveries on such Distribution Date, (a) if the aggregate Class Principal Amount of the Class M and Class B Certificates is less than the Pipeline Losses for the related Distribution Date, there will be no Optional Control Class; otherwise (b) if (1) the Class Principal Amount of the Class B Certificates is less than the Pipeline Losses for the related Distribution Date, or (2) the Class Principal Amount of the Class M Certificates is greater than 10% of the Class Principal Amount of the Class M Certificates as of the Cut-Off Date, the Class M Certificates will be the Optional Control Class. Otherwise, to the extent neither (a) nor (b) is satisfied with respect to any date of determination, the Class B Certificates will be the Optional Control Class.

Rights Upon Servicer Events of Default

So long as a Servicer Event of Default under the Pooling and Servicing Agreement remains unremedied, the Servicing Trigger Agent may direct the Trustee to terminate all of the rights and obligations of the defaulting Servicer with respect to the Mortgage Loans, as provided in the Pooling and Servicing Agreement, whereupon the Trustee is required to appoint a successor servicer to succeed to all of the responsibilities and duties of the Servicer, including the obligation to make any required Servicing Advances. The Servicer will continue to service the Mortgage Loans until a successor servicer has assumed all of the servicing responsibilities under the Pooling and Servicing Agreement. Any successor servicer (i) must be reasonably acceptable to the Servicing Trigger Agent and if Freddie Mac is the Servicing Trigger Agent, must be a Freddie Mac approved servicer (or if such entity is no longer in existence, any successor or successors thereto), (ii) must have a net worth of at least \$15,000,000 or such higher amount as may be required by the Servicing Trigger Agent, and (iii) must agree, and the Servicing Trigger Agent will have determined that, it has the capacity to assume all of the responsibilities, duties and obligations of the Servicer under the Pooling and Servicing Agreement, including, without limitation, the ability to service e-mortgages if any e-mortgages will be transferred.

Notwithstanding anything to the contrary set forth above, the Servicing Trigger Agent may direct the Trustee to waive any Servicer Event of Default permitting removal of the Servicer, provided that the Servicer has remitted to the Securities Administrator, for the benefit of the Trust, the amount of any payment (plus interest accrued thereon), the nonpayment of which gave rise to such Servicer Event of Default. Upon any waiver of an existing default and receipt

of such payment, such default will cease to exist and any Servicer Event of Default arising therefrom will be deemed to have been remedied. The Pooling and Servicing Agreement will provide that no such waiver will extend to any subsequent or other default or impair any right consequent thereto except to the extent expressly waived by the Trustee as set forth above. Notwithstanding anything herein to the contrary, Certificates registered in the name of Freddie Mac, or any affiliate of Freddie Mac, will be entitled to the same rights to vote with respect to the matters waiving any Servicer Event of Default as they would if registered in the name of any other person.

Rights Upon the Occurrence of a Servicing Control Trigger

If a Servicing Control Trigger occurs, the Servicing Trigger Agent may direct the Trustee to pursue either of the following remedies: (i) require the Servicer to service the Mortgage Loans in accordance with the Freddie Mac servicing requirements, including but not limited to the Freddie Mac Single Family Seller/ Servicer Guide, as amended from time to time (the “**Guide**”), or (ii) direct the Trustee to terminate the Servicer and appoint a successor servicer. Any such successor servicer will be required to service in accordance with either the Pooling and Servicing Agreement or Freddie Mac’s servicing requirements, including but not limited to, the Guide.

Successor Servicer

Upon termination of the Servicer pursuant to the occurrence of a Servicer Event of Default or a Servicing Control Trigger, if the Trustee is required to appoint a successor servicer, it will do so as soon as practicably possible, and the Servicer will remain obligated pursuant to the Pooling and Servicing Agreement until its successor is appointed. The Trustee and any successor servicer may agree upon such successor servicer’s compensation, which may not be greater than the aggregate of the Servicing Fee Rate and the Excess Servicing Fee Rate.

For the avoidance of doubt, in no event will the Securities Administrator, Guarantor or the Trustee be required to act as successor servicer under the Pooling and Servicing Agreement. Any reasonable costs incurred by the Trustee or Guarantor in connection with securing successor servicer will be reimbursed to it by the predecessor Servicer. In the event that the predecessor Servicer fails to reimburse the Trustee and Guarantor, as applicable, for such costs within sixty days, the Trustee and Guarantor, as applicable, will be entitled to reimbursement for such costs, which will be paid as Expenses from amounts on deposit in the Payment Account.

Any successor servicer (i) must be reasonably acceptable to the Servicing Trigger Agent and if Freddie Mac is the Servicing Trigger Agent, must be a Freddie Mac approved servicer (or if such entity is no longer in existence, any successor or successors thereto), (ii) must have a net worth of at least \$15,000,000 or such higher amount as may be required by the Servicing Trigger Agent, and (iii) must agree, and the Servicing Trigger Agent has determined that, such successor servicer has the capacity to assume all of the responsibilities, duties and obligations of the Servicer under the Pooling and Servicing Agreement, including, without limitation, the ability to service e-mortgages if any e-mortgages will be transferred. In no event may the successor servicer be paid a servicing fee in excess of the Servicing Fee and the Excess Servicing Fee Amount.

Any reasonable servicing transfer costs of the successor servicer incurred in connection with the transfer of servicing from the predecessor Servicer, including without limitation any reasonable costs or expenses associated with the documentation of the assumption of servicing by the successor servicer, the complete transfer of all servicing data and the completion, correction and manipulation of such servicing data as may be required by the successor servicer to correct any errors or insufficiencies in the servicing data or otherwise to enable the successor servicer to service the Mortgage Loans properly and effectively, will be paid by the predecessor Servicer. In the event that the predecessor Servicer fails to reimburse the successor servicer for such costs within a reasonable period of time, the successor servicer will be entitled to reimbursement from the assets of the Trust estate. The successor servicer will assume the servicing obligations as soon as practicable, but in no event later than 90 days after its appointment.

No assurance can be given that termination of the rights and obligations of the Servicer would not adversely affect the servicing of the Mortgage Loans or the management and disposition of the REO properties, including the delinquency experience of the Mortgage Loans or the timing of liquidations of the Mortgage Loans and sales of REO properties.

Resignation of the Servicer

Except in the limited circumstances permitted under the Pooling and Servicing Agreement, the Servicer may not assign its obligations under the Pooling and Servicing Agreement or resign from the obligations and duties imposed on it by the Pooling and Servicing Agreement except by mutual written consent of the Servicer, the Trustee, the Guarantor and the Securities Administrator, which consent will not be unreasonably withheld or upon the determination that the Servicer's duties under the Pooling and Servicing Agreement are no longer permissible under applicable law and such incapacity cannot be cured by the Servicer, in which event the Servicer may resign as servicer. Notwithstanding the foregoing, the Servicer has the right to resign as Servicer under the Pooling and Servicing Agreement if the Servicer has proposed a successor servicer to the Trustee, the Guarantor, and the Securities Administrator in writing and such proposed successor servicer is reasonably acceptable to the Trustee, the Guarantor, and the Securities Administrator. Any successor servicer (i) must be reasonably acceptable to the Guarantor and must be a Freddie Mac approved servicer (or if such entity is no longer in existence, any successor or successors thereto), (ii) must have a net worth of at least \$15,000,000 or such higher amount as may be required by the Freddie Mac servicer financial eligibility requirements set forth in the Guide, and (iii) must agree, and Freddie Mac has determined, it has the capacity to assume all of the responsibilities, duties and obligations of the Servicer under the Pooling and Servicing Agreement, including, without limitation, the ability to service e-mortgages if any e-mortgages will be transferred. No such resignation will become effective until a successor has assumed the Servicer's responsibilities and obligations in accordance with the Pooling and Servicing Agreement. Servicing transfer costs of the successor servicer will be paid by the Servicer or, if the Servicer fails to pay such costs within 60 days of written notice thereof, from the Trust.

Various Matters Regarding Freddie Mac

The Pooling and Servicing Agreement provides that Freddie Mac and its directors, officers, employees and agents will not be liable for any action taken or omitted in good faith under the Pooling and Servicing Agreement or for errors in judgment. However, Freddie Mac will not be protected against any liability imposed by reason of willful misfeasance, bad faith, fraud or negligence or by reason of negligent disregard of obligations and duties.

Freddie Mac may employ agents or independent contractors to perform our responsibilities under the Pooling and Servicing Agreement. As Trustee, we may also provide the Servicer and vendors with a limited power of attorney to take certain actions for the Trust.

Freddie Mac, in its capacities as Trustee, Seller and Guarantor, will not be subject to the control of Certificateholders in any manner in the discharge of its responsibilities under the Pooling and Servicing Agreement. Freddie Mac will have no liability to you other than for any direct damage resulting from our failure to exercise that degree of ordinary care that we exercise in the conduct and management of our own affairs. We will have no liability of any nature for consequential damages.

Amendment

The Pooling and Servicing Agreement may be amended from time to time by the mutual agreement of the parties thereto at such time, without the consent of any of the Certificateholders:

- (i) to cure any ambiguity or to correct any provision therein if the amendment does not materially or adversely affect any Certificateholder;
- (ii) to correct, modify or supplement any provision therein which may be inconsistent with this Offering Circular or the private placement memorandum pursuant to which some or all of the Non-Guaranteed Certificates may be offered;
- (iii) to correct, modify or supplement any provision therein which may be inconsistent with any other provision therein or to correct any error;
- (iv) to make any other provisions with respect to matters or questions arising thereunder which are not inconsistent with the then existing provisions thereof;

- (v) as evidenced by an opinion of counsel delivered to the Trustee, the Securities Administrator, the Servicer, the Guarantor and the Trust Agent (if prior to the end of the Trust Agent Engagement Period), to relax or eliminate (A) any requirement thereunder imposed by the REMIC provisions (if the REMIC provisions are amended or clarified such that any such requirement may be relaxed or eliminated) or (B) any transfer restriction imposed on the Certificates pursuant to the Pooling and Servicing Agreement (if applicable law is amended or clarified such that any such restriction may be relaxed or eliminated);
- (vi) as evidenced by an opinion of counsel delivered to the Trustee, the Securities Administrator, the Servicer, the Guarantor and the Trust Agent (if prior to the end of the Trust Agent Engagement Period), either (A) to comply with any requirements imposed by the Code or any successor or amended statute or any temporary or final regulation, revenue ruling, revenue procedure or other written official announcement or interpretation relating to federal income tax laws or any such proposed action which, if made effective, would apply retroactively to any REMIC Pool at least from the effective date of such amendment, or (B) to avoid the occurrence of a prohibited transaction or to reduce the incidence of any tax that would arise from any actions taken with respect to the operation of any REMIC Pool;
- (vii) to modify the procedures therein relating to Rule 15Ga-1 under the Exchange Act;
- (viii) to modify, alter, amend, add to or rescind any of the provisions contained therein to comply with any rules or regulations promulgated by the SEC from time to time;
- (ix) to add to Freddie Mac's covenants for Certificateholders' benefit or to surrender any right or power conferred upon Freddie Mac;
- (x) to implement any Benchmark Replacement Conforming Changes; or
- (xi) to evidence the succession of another entity to Freddie Mac and its assumption of Freddie Mac's covenants;

provided that no such amendment for the specific purposes described in clause (iii) or (iv) above may adversely affect in any material respect the interests of any Certificateholder or any provision of the Pooling and Servicing Agreement, as evidenced by the receipt by the Securities Administrator and the Trustee of an opinion of counsel to that effect or, alternatively, in the case of any particular Certificateholder, an acknowledgment to that effect from such person.

The Pooling and Servicing Agreement may also be amended from time to time by the mutual agreement of the parties thereto, with the written consent of the holders of Certificates entitled to at least 66 2/3% of the Voting Rights allocated to each of the Classes of Certificates that are materially affected by the amendment, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of such agreement or of modifying in any manner the rights of the holders of Certificates; provided, however, that no such amendment may:

- (i) reduce in any manner the amount of, or delay the timing of, payments received or advanced on Mortgage Loans and/or REO properties 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 interests of the holders of any Class of Certificates in a manner other than as described in clause (i) above, without the consent of the holders of all Certificates of such Class;
- (iii) modify the provisions therein allowing for amendments to such agreement, without the consent of the holders of all Certificates then outstanding;
- (iv) modify the obligations therein of the Guarantor under the Guarantee;
- (v) change the Stated Final Distribution Date or any monthly Distribution Date of the Certificates;
- (vi) reduce the Class Principal Amount or Class Notional Amount (other than as provided for in such agreement), delay the principal distribution of (other than as provided for in such agreement), or materially modify the rate of interest or the calculation of the rate of interest on, the Certificates;

- (vii) reduce the percentage of Certificateholders whose consent or affirmative vote is necessary to amend the terms of the Certificates; or
- (viii) significantly change the activities of the Trust.

Notwithstanding anything herein to the contrary (except as contemplated by clause (iv) of the previous sentence), for purposes of the giving or withholding of consents pursuant to the previous sentence, Certificates registered in the name of Freddie Mac, or any affiliate of Freddie Mac, will be entitled to the same rights to vote with respect to the matters described above as they would if registered in the name of any other person. Additionally, notwithstanding these rights, no amendment to the Pooling and Servicing Agreement and the terms of the Certificates may be made unless the Trustee and Securities Administrator have received an opinion of nationally-recognized U.S. federal income tax counsel to the effect that, and subject to customary assumptions, qualifications and exclusions, (i) such amendment will not result in an Adverse REMIC Event and (ii) Certificateholders will not recognize any adverse tax consequences as a result of such amendment and the Trustee and Security Administrator each receives an opinion that such proposed amendment is authorized or permitted pursuant to the terms of the Pooling and Servicing Agreement. An “**Adverse REMIC Event**” is either (a) a loss of status as a REMIC within the meaning of Section 860D of the Code for any group of assets identified in that agreement as a REMIC, or (b) the imposition of any tax, including the tax imposed under Section 860F(a)(1) of the Code on prohibited transactions, and the tax imposed under Section 860G(d) of the Code on certain contributions to a REMIC, on any REMIC created under that agreement to the extent such tax would be payable from assets held as part of the Trust. In addition, no amendment to the Pooling and Servicing Agreement will affect the rights, fees or other amounts payable to any party to a transaction document related to the Trust or increase the duties or obligations of any party to such transaction document without such party’s prior written consent.

A quorum at any meeting of Certificateholders called to adopt a resolution will be Certificateholders entitled to vote a majority of the Voting Rights of each Class of Certificates at the time outstanding. At any reconvened meeting adjourned for lack of a quorum, a quorum will be achieved with 25% of the Voting Rights of each Class of Certificates at the time outstanding. In both cases, this will exclude any Certificates owned by Freddie Mac (except (i) where Freddie Mac owns the entire Class of each Class of Certificates affected by such resolution, or (ii) in matters pertaining to (a) a Servicer Event of Default or (b) a proposed amendment to the Pooling and Servicing Agreement, each as described therein), but will not prevent the Guarantor from exercising its right to vote with respect to any Guaranteed Certificates. See “*Risk Factors — Investment Factors and Risks Related to the Certificates — Investors Have No Direct Right to Enforce Remedies*”.

As provided in the Pooling and Servicing Agreement, the Trustee is required to establish a record date for the determination of Certificateholders entitled to vote at any meeting of Certificateholders, to grant any consent regarding Certificates and for the purpose of providing notice of any such meeting or consent. The Trustee is required to provide to the Securities Administrator, (i) notice of the related record date and (ii) a notice describing the matter to be voted on by the Certificateholders, and the Securities Administrator is required to then promptly (x) forward such notice to the Certificateholders and (y) forward any responses it receives to the Trustee.

Any instrument given by a Certificateholder relating to a consent will be irrevocable once given and will be conclusive and binding on all subsequent Certificateholders of that Certificate or any substitute or replacement Certificate, and whether or not notation of any amendment is made upon the Certificates. Any amendment of the Pooling and Servicing Agreement or of the terms of Certificates will be conclusive and binding on all Certificateholders of those Certificates, whether or not they have given such consent or were present at any meeting (unless by the terms of the Pooling and Servicing Agreement a written consent or an affirmative vote of such Certificateholders is otherwise required), and whether or not notation of any such amendment is made upon the Certificates.

Notice

Any notice, demand or other communication which is required or permitted to be delivered to us must be given in writing addressed as follows: Freddie Mac, 8200 Jones Branch Drive, McLean, Virginia 22102, Attention: General Counsel and Secretary, RE: SCRT 2020-2. The communication will be deemed to have been sufficiently given or made only upon actual receipt of the writing by us.

Governing Law

The Pooling and Servicing Agreement and the rights and obligations of Certificateholders and Freddie Mac with respect to the Certificates are to be interpreted under the federal laws of the United States. If there is no applicable U.S. federal law precedent, and if the application of New York law would not frustrate the purposes of the Freddie Mac Act or any provision of the Pooling and Servicing Agreement or the transactions governed by the Pooling and Servicing Agreement, then the local laws of the State of New York will be deemed to reflect the federal laws of the United States.

PREPAYMENT AND YIELD CONSIDERATIONS

Realized Losses

The amount and timing of Realized Losses on the Mortgage Loans will affect the yield on the Certificates. To the extent that Realized Losses are allocated to a Class of Certificates, the Class Principal Amount of such Class of Certificates will be reduced, without any corresponding distribution of principal, by the amount of such Certificate Realized Losses, as described under *“Description of the Certificates — Principal — Reductions in Class Principal Amounts Due to Allocation of Realized Losses”*. Realized Losses (including, but not limited to, Realized Losses resulting from modifications) can be caused by, but are not limited to, mortgagor mismanagement of credit and unforeseen events. The rate of delinquencies on re-performing Mortgage Loans may be higher than for other types of Mortgage Loans. Furthermore, the rate and timing of any Realized Losses on the Mortgage Loans will be affected by the general economic condition of the region of the country in which the related mortgaged properties are located. See *“Risk Factors — Risks Relating to the Mortgage Loans — Geographic Concentration May Increase Risk of Losses Due to Adverse Economic Conditions or Natural Disasters”*. The risk of Realized Losses is greater and prepayments are less likely in regions where a weak or deteriorating economy exists, as may be evidenced by, among other factors, increasing unemployment or falling property values. The yield on any Class of Certificates and the rate and timing of Realized Losses on the Mortgage Loans may also be affected by servicing decisions by the Servicer.

Prepayment Considerations and Risks

The rate of principal distributions on the Certificates and the yield to maturity of Certificates purchased at a price other than par are directly related to the rate and timing of payments of principal on the Mortgage Loans. The principal payments on the Mortgage Loans may be in the form of scheduled principal or unscheduled principal. Any unscheduled principal may result in distributions to an investor of amounts that would otherwise be distributed over the remaining term of the Mortgage Loans.

The rate at which Mortgage Loans prepay may be influenced by a number of factors, including general economic conditions, mortgage market interest rates, availability of mortgage funds, the value of the mortgaged property, solicitations, Servicer decisions and homeowner mobility.

- In general, if prevailing mortgage rates fall significantly below the mortgage rates on the Mortgage Loans, the Mortgage Loans are likely to prepay at higher rates than if prevailing mortgage interest rates remain at or above the mortgage rates on the Mortgage Loans.
- Conversely, if prevailing mortgage rates rise above the mortgage rates on the Mortgage Loans, the rate of prepayment would be expected to decrease.

The timing of changes in the rate of prepayments may significantly affect an investor’s actual yield to maturity, even if the average rate of principal prepayments is consistent with an investor’s expectations. In general, the earlier the payment of principal of the Mortgage Loans the greater the effect on an investor’s yield to maturity. As a result, the effect on investors’ yield due to principal prepayments occurring at a rate higher (or lower) than the rate investors anticipate during the period immediately following the issuance of the Certificates may not be offset by a subsequent like reduction (or increase) in the rate of principal prepayments. Prospective investors should also consider the risk, in the case of a Certificate purchased at a discount (and particularly the Principal Only Certificates) that a slower than anticipated rate of payments in respect of principal (including prepayments) on the Mortgage Loans will have a negative effect on the yield to maturity of such Certificate. Prospective investors should also consider the risk, in the

case of a Certificate purchased at a premium or any Interest Only Certificates, that a faster than anticipated rate of payments in respect of principal (including prepayments) on the Mortgage Loans will have a negative effect on the yield to maturity of such Certificate. Prospective investors must make decisions as to the appropriate prepayment assumptions to be used in deciding whether to purchase Certificates.

A mortgagor may make a full or partial prepayment on a Mortgage Loan at any time without paying a penalty. A mortgagor may fully prepay a Mortgage Loan for several reasons, including an early payoff, a sale of the related mortgaged property or a refinancing of the Mortgage Loan. A mortgagor who makes a partial prepayment of principal may request that the monthly principal and interest installments be recalculated, provided that the monthly payments are current. Any recalculation of payments must be documented by a modification agreement. The recalculated payments cannot result in an extended maturity date or a change in the interest rate. Any such modifications of any Mortgage Loans as a result of a prepayment are not contemplated as a Breach Review Trigger and will not result in a review of such Mortgage Loans by an Independent Reviewer. In addition, the repurchase of a Mortgage Loan (or the payment of a Loss Indemnification Amount) by the Seller has the same effect on the Mortgage Group as a prepayment. As such, the rate and timing of repurchases (and any such indemnification payments) will also affect the yield on the Certificates.

Furthermore, to the extent any Realized Losses or Certificate Writedown Amounts are allocated to reduce the Class Principal Amount of the Guaranteed Certificates, the Guarantor is required to make a Guarantor Principal Payment in respect of the related Principal Deficiency Amount. Any such Guarantor Principal Payments will have the same effect as principal prepayments on the Mortgage Loans distributed to Guaranteed Certificates.

The Mortgage Loans include “due-on-sale” clauses, which allow the holder of such Mortgage Loans to demand payment in full of the remaining principal balance upon sale or certain transfers of the property securing such Mortgage Loan.

Assumptions Relating to Declining Balances Tables, Cumulative Realized Losses Table and Yield Tables

The tables on the following pages have been prepared on the basis of the following assumptions (the “**Modeling Assumptions**”):

- (a) the characteristics of the Mortgage Loans are as set forth in the loan level tape related to the Mortgage Loans (as of the Cut-Off Date);
- (b) the initial Class Principal Amounts and Class Notional Amounts for the Certificates are as set forth and described herein;
- (c) the scheduled monthly payment for each Mortgage Loan is based on its outstanding Interest Bearing Unpaid Principal Balance, current mortgage rate and remaining term to maturity so that it will fully amortize in amounts sufficient for the repayment thereof over its remaining term to maturity as of the Cut-Off Date;
- (d) (i) with respect to the Cumulative Realized Losses Table and Yield Tables, the Mortgage Loans experience defaults at the indicated constant default rate (the “**CDR**”) percentages, there is no lag between the related default and the application of any Realized Losses, the Loss Severity is 25%, and all recoveries related to the defaulted Mortgage Loans are received by the Trust at the time of liquidation; and (ii) with respect to the Declining Balances Tables, the Mortgage Loans do not experience any Realized Losses;
- (e) each monthly payment of scheduled principal and interest on the Mortgage Loans is timely received on the last day of each month beginning in June 2020 (except in the case of the defaults described in (d)(i) above);
- (f) principal prepayments in full on the Mortgage Loans are received, together with thirty (30) days’ interest thereon, on the last day of each month beginning in June 2020;
- (g) there are no partial principal prepayments on the Mortgage Loans;

- (h) the Mortgage Loans prepay at the indicated constant prepayment rate (“CPR”) percentages;
- (i) no Mortgage Loans are purchased, substituted, or removed from any Group after the Cut-Off Date;
- (j) there are no modifications nor any Principal Forbearance Losses in connection with the Mortgage Loans after the Cut-Off Date;
- (k) there are no HAMP incentive payments;
- (l) there is no Optional Termination (except in the case of “*Weighted Average Life (years) to Optional Termination*”);
- (m) the Certificates are issued on July 14, 2020;
- (n) distributions on the Certificates are received on the twenty-fifth (25th) day of each month beginning in July 2020;
- (o) the Servicing Fee Rate is 0.1300% per annum; the Excess Servicing Fee Rate is 0.0700% per annum; the Securities Administrator Fee Rate is 0.0085% per annum, subject to a monthly minimum Securities Administrator Fee of \$3,500; the Trust Agent Fee Rate is 0.0015% per annum until the Unpaid Principal Balance of the Mortgage Loans is reduced to zero; the Guarantor Oversight Fee Rate is 0.0500% per annum; the Custodian Fee Rate is 0.0065% per annum multiplied by a fraction, the numerator of which is the aggregate Interest Bearing Unpaid Principal Balance of the Mortgage Loans and the denominator of which is the aggregate Unpaid Principal Balance of the Mortgage Loans; all other fees and Expenses are assumed to be zero;
- (p) there are no Subsequent Recoveries related to the Mortgage Loans;
- (q) there are no delinquencies related to the Mortgage Loans;
- (r) Initial Principal Forbearance Amounts are not amortized but can be prepaid or defaulted and any such amounts (that are not prepaid or defaulted) are paid in full at maturity;
- (s) interest will begin to accrue on each step-rate Mortgage Loan at the increased mortgage rate(s) identified on the loan level tape beginning on the date(s) shown on that tape; with respect to each Pay-ahead Loan, each such step-up date identified has been adjusted backwards by the number of months equal to the number of monthly payments made in advance of its amortization schedule by the borrower on or prior to the Cut-Off Date;
- (t) there are no Servicing Advances or Pre-Existing Servicing Advances;
- (u) there are no Loss Indemnification Amounts or Servicing Remedy Amounts;
- (v) there are no Pay-ahead Reserve Account Deposits or Pay-ahead Reserve Account Releases; and
- (w) there is no Guarantor Nonpayment Event.

Although the characteristics of the Mortgage Loans for the tables have been prepared on the basis of the characteristics of the Mortgage Loans, there is no assurance that the Modeling Assumptions will reflect the actual characteristics or performance of the Mortgage Loans or that the performance of the Certificates will conform to the results set forth in the tables.

Weighted Average Lives of the Certificates

Weighted average life of a Class of Certificates refers to the average amount of time that will elapse from the date of issuance of such Class of Certificates until its Class Principal Amount or Class Notional Amount, as applicable, is reduced to zero. The weighted average lives of the Certificates will be influenced by, among other things, the rate at which principal of the Mortgage Loans is actually paid by the related mortgagor, which may be in the form of

scheduled amortization or prepayments, any HAMP incentive payments made on behalf of the mortgagor, the Repurchase Price or Loss Indemnification Amounts paid by the Seller in connection with Material Breaches with respect to the Mortgage Loans, Servicing Remedy Amounts paid by the Servicer, the timing of changes in such rate of principal payments and repurchases and indemnification payments and the timing and rate of allocation of Realized Losses, Certificate Writedown Amounts and Subsequent Recoveries to the Certificates. The interaction of the foregoing factors may have different effects on each Class of Certificates and the effects on any such Class may vary at different times during the life of such Class. Accordingly, no assurance can be given as to the weighted average life of any Class of Certificates.

Prepayments on mortgage loans are commonly measured relative to a constant prepayment standard or model. The model used in this Offering Circular for the Mortgage Loans is a CPR. CPR assumes that the outstanding principal balance of a pool of mortgage loans prepays at a specified constant annual rate. In projecting monthly cashflows, this annual rate is converted to an equivalent monthly rate.

CPR does not purport to be either a historical description of the prepayment experience of mortgage loans or a prediction of the anticipated rate of prepayment of any mortgage loans, including the Mortgage Loans. The percentages of CPR in the tables below do not purport to be historical correlations of relative prepayment experience of the Mortgage Loans or predictions of the anticipated relative rate of prepayment of the Mortgage Loans. Variations in the prepayment experience and the number of Mortgage Loans that prepay may increase or decrease the percentages of initial Class Principal Amounts or Class Notional Amounts (and weighted average lives) shown in the Declining Balances Tables below. Such variations may occur even if the average prepayment experience of all such Mortgage Loans equals any of the specified percentages of CPR.

When a Mortgage Loan defaults and experiences a Realized Loss, it will incur a loss severity. The loss severity is calculated by dividing the Realized Loss by the Unpaid Principal Balance of the related Mortgage Loan at liquidation (the “**Loss Severity**”). A Loss Severity of 25% assumes that 25% of the Unpaid Principal Balance of the Mortgage Loan in default is not recovered at liquidation. Any Loss Severity assumption used herein does not purport to be a prediction of the anticipated Loss Severity on the Mortgage Loans. The rate and extent of Realized Losses experienced on the Mortgage Loans are likely to differ from those assumed and may differ significantly. Further, it is unlikely the Mortgage Loans will incur Realized Losses at any specified Loss Severity rate.

It is unlikely that the Mortgage Loans will prepay or experience Realized Losses at any of the rates specified or at the times assumed or that Realized Losses will be incurred according to one particular pattern. The Cumulative Realized Losses Table and the Yield Tables below assumes the Mortgage Loans incur a constant rate of default each month relative to the then outstanding Unpaid Principal Balance of the Mortgage Loans. The CDR does not purport to be a prediction of the anticipated rate of defaults on the Mortgage Loans. The rate and extent of actual defaults experienced on the Mortgage Loans are likely to differ from those assumed and may differ significantly. A rate of 1% CDR assumes defaults occur on Mortgage Loans at an annual rate of 1%, which remains in effect through the remaining lives of such Mortgage Loans. Further, it is unlikely the Mortgage Loans will default at any specified percentage of CDR.

The Declining Balances Tables, Cumulative Realized Losses Table and Yield Tables have been prepared on the basis of the Modeling Assumptions described above under “— *Assumptions Relating to Declining Balances Tables, Cumulative Realized Losses Table and Yield Tables*”. There may be discrepancies between the characteristics of the actual Mortgage Loans and the characteristics of the representative mortgage loans assumed in preparing the Declining Balances Tables, Cumulative Realized Losses Table and Yield Tables. Any such discrepancy may have an effect upon the percentages of initial Class Principal Amounts outstanding set forth in the Declining Balances Tables (and the weighted average lives of the Certificates set forth in the Declining Balances Tables). In addition, to the extent that the Mortgage Loans have characteristics that differ from those assumed in preparing the following Declining Balances Tables, the Class Principal Amount of a Class of Certificates could be reduced to zero earlier or later than indicated by the applicable Declining Balances Table.

Furthermore, the information contained in the Declining Balances Tables with respect to the weighted average life of any Certificate is not necessarily indicative of the weighted average life of that Class of Certificates that might be calculated or projected under different or varying prepayment assumptions.

It is not likely that all of the Mortgage Loans will have the interest rates or remaining terms to maturity assumed or that the Mortgage Loans will prepay at the indicated CPR percentages. In addition, the diverse remaining terms to maturity of the Mortgage Loans could produce slower or faster reductions of the Class Principal Amounts than indicated in the Declining Balances Tables at the various CPR percentages specified.

Because each Class of Accrual Certificates is not entitled to receive any distributions of interest until its related Class of Accretion Directed Certificates is no longer outstanding, the Accrual Certificates will likely experience greater price and yield volatility than would mortgage pass-through certificates that are otherwise similar but which are entitled to current distributions of interest. Investors should consider whether this volatility is suitable to their investment needs.

Declining Balances Tables

Based upon the Modeling Assumptions, the following Declining Balances Tables indicate the projected weighted average lives of each Class of Offered Certificates and sets forth the percentages of the initial Class Principal Amount or Class Notional Amount, as applicable, of each Class that would be outstanding after each of the dates shown at various CPR percentages.

Percentages of Initial Class Principal Amounts or Class Notional Amounts and Weighted Average Lives

Date	Class HT, Class HT-IO and Class HTU					
	CPR Prepayment Assumption					
	0%	5%	10%	15%	20%	25%
Closing Date.....	100	100	100	100	100	100
June 25, 2021.....	98	92	86	81	75	70
June 25, 2022.....	95	85	74	65	56	49
June 25, 2023.....	93	78	64	52	43	36
June 25, 2024.....	91	71	54	43	34	25
June 25, 2025.....	88	65	48	36	25	16
June 25, 2026.....	86	59	42	29	18	9
June 25, 2027.....	83	54	37	23	12	4
June 25, 2028.....	81	50	32	17	7	1
June 25, 2029.....	78	46	27	13	4	0
June 25, 2030.....	75	42	23	9	1	0
June 25, 2031.....	72	39	19	6	0	0
June 25, 2032.....	69	36	15	3	0	0
June 25, 2033.....	66	33	12	1	0	0
June 25, 2034.....	63	30	9	0	0	0
June 25, 2035.....	60	26	7	0	0	0
June 25, 2036.....	56	23	5	0	0	0
June 25, 2037.....	53	20	3	0	0	0
June 25, 2038.....	50	17	1	0	0	0
June 25, 2039.....	47	15	0	0	0	0
June 25, 2040.....	44	13	0	0	0	0
June 25, 2041.....	41	10	0	0	0	0
June 25, 2042.....	38	9	0	0	0	0
June 25, 2043.....	35	7	0	0	0	0
June 25, 2044.....	32	5	0	0	0	0
June 25, 2045.....	29	4	0	0	0	0
June 25, 2046.....	25	2	0	0	0	0
June 25, 2047.....	22	1	0	0	0	0
June 25, 2048.....	19	0	0	0	0	0
June 25, 2049.....	16	0	0	0	0	0
June 25, 2050.....	13	0	0	0	0	0
June 25, 2051.....	10	0	0	0	0	0
June 25, 2052.....	7	0	0	0	0	0
June 25, 2053.....	4	0	0	0	0	0
June 25, 2054 and after.....	0	0	0	0	0	0
Weighted Average Life (years) to Stated Final Distribution Date.....	17.89	9.78	6.07	4.26	3.22	2.55
Weighted Average Life (years) to Optional Termination**	17.89	9.77	6.06	4.25	3.21	2.54

** Based on assumption that the Optional Termination occurs on the first eligible Distribution Date.

<u>Date</u>	Class HA, Class HA-IO and Class HAU					
	CPR Prepayment Assumption					
	0%	5%	10%	15%	20%	25%
Closing Date.....	100	100	100	100	100	100
June 25, 2021	97	89	82	74	67	59
June 25, 2022	94	80	66	53	41	32
June 25, 2023	91	70	52	36	25	15
June 25, 2024	88	62	39	24	12	0
June 25, 2025	85	53	31	15	*	0
June 25, 2026	81	46	23	6	0	0
June 25, 2027	78	38	16	0	0	0
June 25, 2028	74	33	10	0	0	0
June 25, 2029	71	28	3	0	0	0
June 25, 2030	67	23	0	0	0	0
June 25, 2031	63	19	0	0	0	0
June 25, 2032	59	14	0	0	0	0
June 25, 2033	55	10	0	0	0	0
June 25, 2034	51	6	0	0	0	0
June 25, 2035	46	2	0	0	0	0
June 25, 2036	42	0	0	0	0	0
June 25, 2037	38	0	0	0	0	0
June 25, 2038	33	0	0	0	0	0
June 25, 2039	29	0	0	0	0	0
June 25, 2040	25	0	0	0	0	0
June 25, 2041	21	0	0	0	0	0
June 25, 2042	17	0	0	0	0	0
June 25, 2043	13	0	0	0	0	0
June 25, 2044	9	0	0	0	0	0
June 25, 2045	5	0	0	0	0	0
June 25, 2046	1	0	0	0	0	0
June 25, 2047 and after.....	0	0	0	0	0	0
Weighted Average Life (years) to Stated Final Distribution Date.....	13.79	6.21	3.68	2.55	1.91	1.52
Weighted Average Life (years) to Optional Termination**	13.79	6.21	3.68	2.55	1.91	1.52

* Indicates a value greater than zero but less than 0.5%.

** Based on assumption that the Optional Termination occurs on the first eligible Distribution Date.

Date	Class HB, Class HB-IO and Class HBU					
	CPR Prepayment Assumption					
	0%	5%	10%	15%	20%	25%
Closing Date.....	100	100	100	100	100	100
June 25, 2021	100	100	100	100	100	100
June 25, 2022	100	100	100	100	100	100
June 25, 2023	100	100	100	100	100	100
June 25, 2024	100	100	100	100	100	99
June 25, 2025	100	100	100	100	100	63
June 25, 2026	100	100	100	100	71	37
June 25, 2027	100	100	100	91	48	18
June 25, 2028	100	100	100	69	30	3
June 25, 2029	100	100	100	51	15	0
June 25, 2030	100	100	91	36	4	0
June 25, 2031	100	100	75	24	0	0
June 25, 2032	100	100	61	13	0	0
June 25, 2033	100	100	48	4	0	0
June 25, 2034	100	100	37	0	0	0
June 25, 2035	100	100	27	0	0	0
June 25, 2036	100	92	19	0	0	0
June 25, 2037	100	80	11	0	0	0
June 25, 2038	100	69	5	0	0	0
June 25, 2039	100	59	0	0	0	0
June 25, 2040	100	50	0	0	0	0
June 25, 2041	100	42	0	0	0	0
June 25, 2042	100	34	0	0	0	0
June 25, 2043	100	27	0	0	0	0
June 25, 2044	100	20	0	0	0	0
June 25, 2045	100	14	0	0	0	0
June 25, 2046	100	9	0	0	0	0
June 25, 2047	90	3	0	0	0	0
June 25, 2048	77	0	0	0	0	0
June 25, 2049	65	0	0	0	0	0
June 25, 2050	53	0	0	0	0	0
June 25, 2051	41	0	0	0	0	0
June 25, 2052	29	0	0	0	0	0
June 25, 2053	18	0	0	0	0	0
June 25, 2054 and after.....	0	0	0	0	0	0
Weighted Average Life (years) to Stated Final Distribution Date.....	30.17	20.49	13.24	9.39	7.15	5.66
Weighted Average Life (years) to Optional Termination**	30.17	20.46	13.19	9.34	7.10	5.63

** Based on assumption that the Optional Termination occurs on the first eligible Distribution Date.

Date	Class HV					
	CPR Prepayment Assumption					
	0%	5%	10%	15%	20%	25%
Closing Date.....	100	100	100	100	100	100
June 25, 2021	98	98	98	98	98	98
June 25, 2022	96	96	96	96	96	96
June 25, 2023	94	94	94	94	94	94
June 25, 2024	92	92	92	92	92	90
June 25, 2025	89	89	89	89	89	16
June 25, 2026	87	87	87	87	30	0
June 25, 2027	85	85	85	68	0	0
June 25, 2028	83	83	83	22	0	0
June 25, 2029	80	80	80	0	0	0
June 25, 2030	78	78	61	0	0	0
June 25, 2031	75	75	26	0	0	0
June 25, 2032	73	73	0	0	0	0
June 25, 2033	70	70	0	0	0	0
June 25, 2034	68	68	0	0	0	0
June 25, 2035	65	65	0	0	0	0
June 25, 2036	62	46	0	0	0	0
June 25, 2037	60	19	0	0	0	0
June 25, 2038	57	0	0	0	0	0
June 25, 2039	54	0	0	0	0	0
June 25, 2040	51	0	0	0	0	0
June 25, 2041	48	0	0	0	0	0
June 25, 2042	45	0	0	0	0	0
June 25, 2043	42	0	0	0	0	0
June 25, 2044	38	0	0	0	0	0
June 25, 2045	35	0	0	0	0	0
June 25, 2046	32	0	0	0	0	0
June 25, 2047	8	0	0	0	0	0
June 25, 2048 and after.....	0	0	0	0	0	0
Weighted Average Life (years) to Stated Final Distribution Date.....	18.12	13.48	9.41	6.94	5.41	4.36
Weighted Average Life (years) to Optional Termination**	18.12	13.48	9.41	6.94	5.41	4.36

** Based on assumption that the Optional Termination occurs on the first eligible Distribution Date.

Date	Class HZ					
	CPR Prepayment Assumption					
	0%	5%	10%	15%	20%	25%
Closing Date.....	100	100	100	100	100	100
June 25, 2021	102	102	102	102	102	102
June 25, 2022	104	104	104	104	104	104
June 25, 2023	106	106	106	106	106	106
June 25, 2024	108	108	108	108	108	108
June 25, 2025	111	111	111	111	111	111
June 25, 2026	113	113	113	113	113	74
June 25, 2027	115	115	115	115	96	35
June 25, 2028	117	117	117	117	59	7
June 25, 2029	120	120	120	103	31	0
June 25, 2030	122	122	122	72	8	0
June 25, 2031	125	125	125	47	0	0
June 25, 2032	127	127	122	26	0	0
June 25, 2033	130	130	97	9	0	0
June 25, 2034	132	132	74	0	0	0
June 25, 2035	135	135	55	0	0	0
June 25, 2036	138	138	37	0	0	0
June 25, 2037	140	140	22	0	0	0
June 25, 2038	143	138	9	0	0	0
June 25, 2039	146	118	0	0	0	0
June 25, 2040	149	100	0	0	0	0
June 25, 2041	152	83	0	0	0	0
June 25, 2042	155	68	0	0	0	0
June 25, 2043	158	54	0	0	0	0
June 25, 2044	162	41	0	0	0	0
June 25, 2045	165	29	0	0	0	0
June 25, 2046	168	17	0	0	0	0
June 25, 2047	172	7	0	0	0	0
June 25, 2048	154	0	0	0	0	0
June 25, 2049	130	0	0	0	0	0
June 25, 2050	106	0	0	0	0	0
June 25, 2051	82	0	0	0	0	0
June 25, 2052	59	0	0	0	0	0
June 25, 2053	36	0	0	0	0	0
June 25, 2054 and after.....	0	0	0	0	0	0
Weighted Average Life (years) to Stated Final Distribution Date.....	30.72	22.08	14.78	10.67	8.21	6.54
Weighted Average Life (years) to Optional Termination**	30.72	22.04	14.69	10.58	8.12	6.48

** Based on assumption that the Optional Termination occurs on the first eligible Distribution Date.

Date	Class MT, Class MTU and Class MT-IO					
	CPR Prepayment Assumption					
	0%	5%	10%	15%	20%	25%
Closing Date.....	100	100	100	100	100	100
June 25, 2021	98	93	87	81	76	70
June 25, 2022	97	86	75	66	56	50
June 25, 2023	95	79	65	53	44	37
June 25, 2024	93	73	56	44	35	25
June 25, 2025	91	67	49	37	26	16
June 25, 2026	89	61	43	30	18	10
June 25, 2027	87	56	38	24	13	5
June 25, 2028	84	52	34	18	8	1
June 25, 2029	82	48	29	14	4	0
June 25, 2030	80	45	24	10	1	0
June 25, 2031	77	41	20	7	0	0
June 25, 2032	75	38	17	4	0	0
June 25, 2033	72	35	13	2	0	0
June 25, 2034	69	32	10	0	0	0
June 25, 2035	66	29	8	0	0	0
June 25, 2036	63	26	6	0	0	0
June 25, 2037	61	23	4	0	0	0
June 25, 2038	58	20	2	0	0	0
June 25, 2039	55	18	1	0	0	0
June 25, 2040	52	15	0	0	0	0
June 25, 2041	49	13	0	0	0	0
June 25, 2042	46	11	0	0	0	0
June 25, 2043	43	9	0	0	0	0
June 25, 2044	40	7	0	0	0	0
June 25, 2045	37	5	0	0	0	0
June 25, 2046	33	4	0	0	0	0
June 25, 2047	30	2	0	0	0	0
June 25, 2048	26	1	0	0	0	0
June 25, 2049	23	0	0	0	0	0
June 25, 2050	16	0	0	0	0	0
June 25, 2051	11	0	0	0	0	0
June 25, 2052	7	0	0	0	0	0
June 25, 2053	1	0	0	0	0	0
June 25, 2054 and after.....	0	0	0	0	0	0
Weighted Average Life (years) to Stated Final Distribution Date.....	19.53	10.38	6.30	4.36	3.28	2.59
Weighted Average Life (years) to Optional Termination**	19.53	10.35	6.27	4.35	3.27	2.58

** Based on assumption that the Optional Termination occurs on the first eligible Distribution Date.

<u>Date</u>	Class MA, Class MA-IO and Class MAU					
	CPR Prepayment Assumption					
	0%	5%	10%	15%	20%	25%
Closing Date.....	100	100	100	100	100	100
June 25, 2021	98	90	83	75	68	60
June 25, 2022	95	81	67	54	42	33
June 25, 2023	93	72	53	37	26	15
June 25, 2024	90	64	41	26	13	*
June 25, 2025	88	56	32	16	1	0
June 25, 2026	85	48	25	7	0	0
June 25, 2027	82	41	18	0	0	0
June 25, 2028	79	36	12	0	0	0
June 25, 2029	76	31	5	0	0	0
June 25, 2030	73	26	0	0	0	0
June 25, 2031	70	22	0	0	0	0
June 25, 2032	66	18	0	0	0	0
June 25, 2033	63	14	0	0	0	0
June 25, 2034	59	10	0	0	0	0
June 25, 2035	55	5	0	0	0	0
June 25, 2036	51	1	0	0	0	0
June 25, 2037	47	0	0	0	0	0
June 25, 2038	44	0	0	0	0	0
June 25, 2039	40	0	0	0	0	0
June 25, 2040	36	0	0	0	0	0
June 25, 2041	32	0	0	0	0	0
June 25, 2042	28	0	0	0	0	0
June 25, 2043	24	0	0	0	0	0
June 25, 2044	20	0	0	0	0	0
June 25, 2045	15	0	0	0	0	0
June 25, 2046	11	0	0	0	0	0
June 25, 2047	6	0	0	0	0	0
June 25, 2048	2	0	0	0	0	0
June 25, 2049 and after.....	0	0	0	0	0	0
Weighted Average Life (years) to Stated Final Distribution Date.....	15.77	6.63	3.83	2.62	1.96	1.54
Weighted Average Life (years) to Optional Termination**	15.77	6.63	3.83	2.62	1.96	1.54

* Indicates a value greater than zero but less than 0.5%.

** Based on assumption that the Optional Termination occurs on the first eligible Distribution Date.

Date	Class MB, Class MB-IO and Class MBU					
	CPR Prepayment Assumption					
	0%	5%	10%	15%	20%	25%
Closing Date.....	100	100	100	100	100	100
June 25, 2021	100	100	100	100	100	100
June 25, 2022	100	100	100	100	100	100
June 25, 2023	100	100	100	100	100	100
June 25, 2024	100	100	100	100	100	100
June 25, 2025	100	100	100	100	100	65
June 25, 2026	100	100	100	100	74	39
June 25, 2027	100	100	100	95	50	19
June 25, 2028	100	100	100	73	32	5
June 25, 2029	100	100	100	55	17	0
June 25, 2030	100	100	97	39	6	0
June 25, 2031	100	100	81	26	0	0
June 25, 2032	100	100	66	16	0	0
June 25, 2033	100	100	53	7	0	0
June 25, 2034	100	100	42	0	0	0
June 25, 2035	100	100	32	0	0	0
June 25, 2036	100	100	23	0	0	0
June 25, 2037	100	91	15	0	0	0
June 25, 2038	100	80	9	0	0	0
June 25, 2039	100	70	2	0	0	0
June 25, 2040	100	61	0	0	0	0
June 25, 2041	100	52	0	0	0	0
June 25, 2042	100	44	0	0	0	0
June 25, 2043	100	36	0	0	0	0
June 25, 2044	100	29	0	0	0	0
June 25, 2045	100	22	0	0	0	0
June 25, 2046	100	15	0	0	0	0
June 25, 2047	100	9	0	0	0	0
June 25, 2048	100	4	0	0	0	0
June 25, 2049	90	0	0	0	0	0
June 25, 2050	62	0	0	0	0	0
June 25, 2051	45	0	0	0	0	0
June 25, 2052	28	0	0	0	0	0
June 25, 2053	4	0	0	0	0	0
June 25, 2054 and after.....	0	0	0	0	0	0
Weighted Average Life (years) to Stated Final Distribution Date...	30.82	21.60	13.69	9.60	7.27	5.73
Weighted Average Life (years) to Optional Termination**	30.82	21.49	13.58	9.52	7.20	5.69

** Based on assumption that the Optional Termination occurs on the first eligible Distribution Date.

<u>Date</u>	Class MV					
	CPR Prepayment Assumption					
	0%	5%	10%	15%	20%	25%
Closing Date.....	100	100	100	100	100	100
June 25, 2021	98	98	98	98	98	98
June 25, 2022	96	96	96	96	96	96
June 25, 2023	94	94	94	94	94	94
June 25, 2024	92	92	92	92	92	92
June 25, 2025	89	89	89	89	89	20
June 25, 2026	87	87	87	87	35	0
June 25, 2027	85	85	85	75	0	0
June 25, 2028	83	83	83	29	0	0
June 25, 2029	80	80	80	0	0	0
June 25, 2030	78	78	72	0	0	0
June 25, 2031	75	75	37	0	0	0
June 25, 2032	73	73	5	0	0	0
June 25, 2033	70	70	0	0	0	0
June 25, 2034	68	68	0	0	0	0
June 25, 2035	65	65	0	0	0	0
June 25, 2036	62	62	0	0	0	0
June 25, 2037	60	41	0	0	0	0
June 25, 2038	57	17	0	0	0	0
June 25, 2039	54	0	0	0	0	0
June 25, 2040	51	0	0	0	0	0
June 25, 2041	48	0	0	0	0	0
June 25, 2042	45	0	0	0	0	0
June 25, 2043	42	0	0	0	0	0
June 25, 2044	38	0	0	0	0	0
June 25, 2045	35	0	0	0	0	0
June 25, 2046	32	0	0	0	0	0
June 25, 2047	28	0	0	0	0	0
June 25, 2048	25	0	0	0	0	0
June 25, 2049	2	0	0	0	0	0
June 25, 2050 and after.....	0	0	0	0	0	0
Weighted Average Life (years) to Stated Final Distribution Date....	18.63	14.03	9.67	7.08	5.49	4.41
Weighted Average Life (years) to Optional Termination**	18.63	14.03	9.67	7.08	5.49	4.41

** Based on assumption that the Optional Termination occurs on the first eligible Distribution Date.

Date	Class MZ					
	CPR Prepayment Assumption					
	0%	5%	10%	15%	20%	25%
Closing Date.....	100	100	100	100	100	100
June 25, 2021	102	102	102	102	102	102
June 25, 2022	104	104	104	104	104	104
June 25, 2023	106	106	106	106	106	106
June 25, 2024	108	108	108	108	108	108
June 25, 2025	111	111	111	111	111	111
June 25, 2026	113	113	113	113	113	77
June 25, 2027	115	115	115	115	101	38
June 25, 2028	117	117	117	117	64	9
June 25, 2029	120	120	120	109	35	0
June 25, 2030	122	122	122	79	12	0
June 25, 2031	125	125	125	53	0	0
June 25, 2032	127	127	127	31	0	0
June 25, 2033	130	130	107	14	0	0
June 25, 2034	132	132	84	0	0	0
June 25, 2035	135	135	64	0	0	0
June 25, 2036	138	138	46	0	0	0
June 25, 2037	140	140	31	0	0	0
June 25, 2038	143	143	17	0	0	0
June 25, 2039	146	140	5	0	0	0
June 25, 2040	149	121	0	0	0	0
June 25, 2041	152	104	0	0	0	0
June 25, 2042	155	87	0	0	0	0
June 25, 2043	158	72	0	0	0	0
June 25, 2044	162	57	0	0	0	0
June 25, 2045	165	43	0	0	0	0
June 25, 2046	168	31	0	0	0	0
June 25, 2047	172	19	0	0	0	0
June 25, 2048	175	7	0	0	0	0
June 25, 2049	179	0	0	0	0	0
June 25, 2050	125	0	0	0	0	0
June 25, 2051	90	0	0	0	0	0
June 25, 2052	57	0	0	0	0	0
June 25, 2053	8	0	0	0	0	0
June 25, 2054 and after.....	0	0	0	0	0	0
Weighted Average Life (years) to Stated Final Distribution Date...	31.07	23.18	15.26	10.90	8.34	6.62
Weighted Average Life (years) to Optional Termination**	31.07	23.02	15.07	10.77	8.23	6.54

** Based on assumption that the Optional Termination occurs on the first eligible Distribution Date.

Date	Class M55D, Class M55E, Class M55G, Class M55H and Class M55I					
	CPR Prepayment Assumption					
	0%	5%	10%	15%	20%	25%
Closing Date.....	100	100	100	100	100	100
June 25, 2021	98	92	86	81	75	70
June 25, 2022	95	85	74	65	56	49
June 25, 2023	93	77	64	52	43	36
June 25, 2024	90	71	54	43	34	25
June 25, 2025	87	64	47	36	25	16
June 25, 2026	85	58	41	29	18	9
June 25, 2027	82	53	36	22	12	4
June 25, 2028	79	48	32	17	7	1
June 25, 2029	76	44	27	12	4	0
June 25, 2030	72	41	22	9	1	0
June 25, 2031	69	37	18	5	0	0
June 25, 2032	66	34	14	3	0	0
June 25, 2033	62	31	11	1	0	0
June 25, 2034	59	28	8	0	0	0
June 25, 2035	55	24	6	0	0	0
June 25, 2036	52	21	4	0	0	0
June 25, 2037	49	19	2	0	0	0
June 25, 2038	46	16	1	0	0	0
June 25, 2039	44	14	0	0	0	0
June 25, 2040	42	12	0	0	0	0
June 25, 2041	39	10	0	0	0	0
June 25, 2042	37	9	0	0	0	0
June 25, 2043	34	7	0	0	0	0
June 25, 2044	32	5	0	0	0	0
June 25, 2045	29	4	0	0	0	0
June 25, 2046	26	3	0	0	0	0
June 25, 2047	23	1	0	0	0	0
June 25, 2048	19	0	0	0	0	0
June 25, 2049	16	0	0	0	0	0
June 25, 2050	12	0	0	0	0	0
June 25, 2051	8	0	0	0	0	0
June 25, 2052	5	0	0	0	0	0
June 25, 2053	1	0	0	0	0	0
June 25, 2054 and after.....	0	0	0	0	0	0
Weighted Average Life (years) to Stated Final Distribution Date.....	17.30	9.57	5.96	4.21	3.20	2.54
Weighted Average Life (years) to Optional Termination**	17.30	9.56	5.95	4.20	3.19	2.53

** Based on assumption that the Optional Termination occurs on the first eligible Distribution Date.

Yield Considerations with Respect to the Certificates

The weighted average life of, and the yield to maturity on, the Offered Certificates will be sensitive to the rate and timing of prepayments and Realized Losses on the Mortgage Loans. If the actual rate of Realized Losses on the Mortgage Loans is higher than those assumed by prospective investors, the actual yield to maturity of a Certificate may be lower than the expected yield. The timing of prepayments and Realized Losses on Mortgage Loans may also affect prospective investors' actual yield to maturity, even if the rate of Realized Losses is consistent with prospective investors' expectations.

Cumulative Realized Losses Table

Based upon the Modeling Assumptions, the following Cumulative Realized Losses Table indicates the projected cumulative Realized Losses as a percentage of the aggregate Unpaid Principal Balance as of the Cut-Off Date shown at various CPR percentages, CDR percentages and a 25% Loss Severity.

Cumulative Realized Losses (as a % of Aggregate Unpaid Principal Balance as of the Cut-Off Date)

	<u>0% CPR</u>	<u>4% CPR</u>	<u>8% CPR</u>	<u>12% CPR</u>	<u>16% CPR</u>	<u>(Group H and M)</u>
<u>CDR</u>	<u>0% CPR</u>	<u>8% CPR</u>	<u>15% CPR</u>	<u>20% CPR</u>	<u>25% CPR</u>	<u>(Group M55)</u>
0.0%	0.00%	0.00%	0.00%	0.00%	0.00%	
1.5%	6.67%	4.20%	2.94%	2.21%	1.75%	
3.0%	11.26%	7.40%	5.33%	4.11%	3.29%	
4.5%	14.47%	9.87%	7.31%	5.74%	4.67%	
6.0%	16.74%	11.81%	8.96%	7.15%	5.89%	

Yield Tables

Based upon the Modeling Assumptions, the following tables show pre-tax yields to maturity (corporate bond equivalent) of the Offered Certificates at various CPR percentages, CDR percentages, 25% Loss Severity and at the indicated assumed prices, plus accrued interest, as applicable.

Class HTU Pre-Tax Yield to Maturity (Assumed Price = 105.31522%)

	<u>0% CPR</u>	<u>4% CPR</u>	<u>8% CPR</u>	<u>12% CPR</u>	<u>16% CPR</u>	<u>(Group H and M)</u>
<u>CDR</u>	<u>0% CPR</u>	<u>8% CPR</u>	<u>15% CPR</u>	<u>20% CPR</u>	<u>25% CPR</u>	<u>(Group M55)</u>
0.0%	2.12%	1.92%	1.67%	1.38%	1.08%	
1.5%	2.08%	1.86%	1.61%	1.33%	1.03%	
3.0%	2.03%	1.79%	1.56%	1.28%	0.98%	
4.5%	1.98%	1.72%	1.43%	1.17%	0.87%	
6.0%	1.92%	1.67%	1.35%	1.02%	0.70%	

Class HT Pre-Tax Yield to Maturity (Assumed Price = 103.03402%)

	<u>0% CPR</u>	<u>4% CPR</u>	<u>8% CPR</u>	<u>12% CPR</u>	<u>16% CPR</u>	<u>(Group H and M)</u>
<u>CDR</u>	<u>0% CPR</u>	<u>8% CPR</u>	<u>15% CPR</u>	<u>20% CPR</u>	<u>25% CPR</u>	<u>(Group M55)</u>
0.0%	1.79%	1.67%	1.52%	1.36%	1.18%	
1.5%	1.76%	1.64%	1.49%	1.33%	1.15%	
3.0%	1.74%	1.60%	1.46%	1.30%	1.12%	
4.5%	1.71%	1.55%	1.38%	1.23%	1.05%	
6.0%	1.68%	1.53%	1.34%	1.14%	0.96%	

Class HT-IO Pre-Tax Yield to Maturity (Assumed Price = 18.25000%)

	<u>0% CPR</u>	<u>4% CPR</u>	<u>8% CPR</u>	<u>12% CPR</u>	<u>16% CPR</u>	<u>(Group H and M)</u>
<u>CDR</u>	<u>0% CPR</u>	<u>8% CPR</u>	<u>15% CPR</u>	<u>20% CPR</u>	<u>25% CPR</u>	<u>(Group M55)</u>
0.0%	19.43%	14.33%	8.88%	2.73%	(4.12)%	
1.5%	18.04%	12.85%	7.59%	1.60%	(5.23)%	
3.0%	16.69%	11.36%	6.33%	0.47%	(6.21)%	
4.5%	15.36%	9.86%	3.73%	(1.73)%	(8.23)%	
6.0%	14.01%	8.65%	2.06%	(5.61)%	(12.37)%	

Class HAU Pre-Tax Yield to Maturity (Assumed Price = 105.15446%)

	<u>0% CPR</u>	<u>4% CPR</u>	<u>8% CPR</u>	<u>12% CPR</u>	<u>16% CPR</u>	<u>(Group H and M)</u>
<u>CDR</u>	<u>0% CPR</u>	<u>8% CPR</u>	<u>15% CPR</u>	<u>20% CPR</u>	<u>25% CPR</u>	<u>(Group M55)</u>
0.0%	2.05%	1.69%	1.25%	0.78%	0.28%	
1.5%	1.96%	1.56%	1.12%	0.64%	0.14%	
3.0%	1.87%	1.44%	0.98%	0.50%	(0.01)%	
4.5%	1.76%	1.32%	0.83%	0.30%	(0.24)%	
6.0%	1.66%	1.20%	0.71%	0.18%	(0.37)%	

Class HA Pre-Tax Yield to Maturity (Assumed Price = 103.52946%)

	<u>0% CPR</u>	<u>4% CPR</u>	<u>8% CPR</u>	<u>12% CPR</u>	<u>16% CPR</u>	<u>(Group H and M)</u>
<u>CDR</u>	<u>0% CPR</u>	<u>8% CPR</u>	<u>15% CPR</u>	<u>20% CPR</u>	<u>25% CPR</u>	<u>(Group M55)</u>
0.0%	1.70%	1.45%	1.15%	0.81%	0.46%	
1.5%	1.64%	1.36%	1.05%	0.72%	0.37%	
3.0%	1.57%	1.27%	0.95%	0.62%	0.26%	
4.5%	1.50%	1.19%	0.85%	0.48%	0.10%	
6.0%	1.43%	1.11%	0.76%	0.40%	0.02%	

Class HA-IO Pre-Tax Yield to Maturity (Assumed Price = 13.00000%)

	<u>0% CPR</u>	<u>4% CPR</u>	<u>8% CPR</u>	<u>12% CPR</u>	<u>16% CPR</u>	<u>(Group H and M)</u>
<u>CDR</u>	<u>0% CPR</u>	<u>8% CPR</u>	<u>15% CPR</u>	<u>20% CPR</u>	<u>25% CPR</u>	<u>(Group M55)</u>
0.0%	27.92%	19.57%	9.60%	(2.08)%	(15.02)%	
1.5%	25.79%	16.87%	6.37%	(5.55)%	(18.63)%	
3.0%	23.57%	14.08%	2.92%	(9.40)%	(22.58)%	
4.5%	21.27%	11.30%	(0.97)%	(14.90)%	(29.79)%	
6.0%	18.86%	8.47%	(4.06)%	(18.12)%	(33.11)%	

Class HBU Pre-Tax Yield to Maturity (Assumed Price = 105.79756%)

	<u>0% CPR</u>	<u>4% CPR</u>	<u>8% CPR</u>	<u>12% CPR</u>	<u>16% CPR</u>	<u>(Group H and M)</u>
<u>CDR</u>	<u>0% CPR</u>	<u>8% CPR</u>	<u>15% CPR</u>	<u>20% CPR</u>	<u>25% CPR</u>	<u>(Group M55)</u>
0.0%	2.24%	2.17%	2.05%	1.92%	1.77%	
1.5%	2.23%	2.15%	2.04%	1.91%	1.76%	
3.0%	2.22%	2.12%	2.03%	1.90%	1.75%	
4.5%	2.21%	2.09%	1.95%	1.85%	1.70%	
6.0%	2.19%	2.07%	1.91%	1.74%	1.59%	

Class HB Pre-Tax Yield to Maturity (Assumed Price = 101.54756%)

	<u>0% CPR</u>	<u>4% CPR</u>	<u>8% CPR</u>	<u>12% CPR</u>	<u>16% CPR</u>	<u>(Group H and M)</u>
<u>CDR</u>	<u>0% CPR</u>	<u>8% CPR</u>	<u>15% CPR</u>	<u>20% CPR</u>	<u>25% CPR</u>	<u>(Group M55)</u>
0.0%	1.93%	1.92%	1.88%	1.84%	1.80%	
1.5%	1.93%	1.91%	1.88%	1.84%	1.79%	
3.0%	1.93%	1.90%	1.87%	1.84%	1.79%	
4.5%	1.93%	1.89%	1.85%	1.82%	1.78%	
6.0%	1.92%	1.89%	1.84%	1.79%	1.75%	

Class HB-IO Pre-Tax Yield to Maturity (Assumed Price = 34.00000%)

	<u>0% CPR</u>	<u>4% CPR</u>	<u>8% CPR</u>	<u>12% CPR</u>	<u>16% CPR</u>	<u>(Group H and M)</u>
<u>CDR</u>	<u>0% CPR</u>	<u>8% CPR</u>	<u>15% CPR</u>	<u>20% CPR</u>	<u>25% CPR</u>	<u>(Group M55)</u>
0.0%	11.53%	10.71%	8.47%	5.01%	0.51%	
1.5%	11.44%	10.33%	8.20%	4.69%	0.06%	
3.0%	11.32%	9.80%	7.84%	4.33%	(0.27)%	
4.5%	11.17%	9.07%	5.83%	2.85%	(1.58)%	
6.0%	10.81%	8.74%	4.73%	(0.59)%	(5.40)%	

Class HV Pre-Tax Yield to Maturity (Assumed Price = 104.23200%)

	<u>0% CPR</u>	<u>4% CPR</u>	<u>8% CPR</u>	<u>12% CPR</u>	<u>16% CPR</u>	<u>(Group H and M)</u>
<u>CDR</u>	<u>0% CPR</u>	<u>8% CPR</u>	<u>15% CPR</u>	<u>20% CPR</u>	<u>25% CPR</u>	<u>(Group M55)</u>
0.0%	1.72%	1.66%	1.56%	1.44%	1.31%	
1.5%	1.71%	1.64%	1.54%	1.42%	1.29%	
3.0%	1.70%	1.61%	1.51%	1.40%	1.26%	
4.5%	1.68%	1.57%	1.45%	1.31%	1.16%	
6.0%	1.66%	1.55%	1.41%	1.27%	1.11%	

Class HZ Pre-Tax Yield to Maturity (Assumed Price = 98.86312%)

	<u>0% CPR</u>	<u>4% CPR</u>	<u>8% CPR</u>	<u>12% CPR</u>	<u>16% CPR</u>	<u>(Group H and M)</u>
<u>CDR</u>	<u>0% CPR</u>	<u>8% CPR</u>	<u>15% CPR</u>	<u>20% CPR</u>	<u>25% CPR</u>	<u>(Group M55)</u>
0.0%	2.04%	2.05%	2.07%	2.09%	2.11%	
1.5%	2.04%	2.05%	2.07%	2.09%	2.11%	
3.0%	2.04%	2.06%	2.07%	2.09%	2.11%	
4.5%	2.05%	2.06%	2.08%	2.09%	2.11%	
6.0%	2.05%	2.06%	2.09%	2.12%	2.13%	

Class MT Pre-Tax Yield to Maturity (Assumed Price = 103.03828%)

	<u>0% CPR</u>	<u>4% CPR</u>	<u>8% CPR</u>	<u>12% CPR</u>	<u>16% CPR</u>	<u>(Group H and M)</u>
<u>CDR</u>	<u>0% CPR</u>	<u>8% CPR</u>	<u>15% CPR</u>	<u>20% CPR</u>	<u>25% CPR</u>	<u>(Group M55)</u>
0.0%	1.81%	1.69%	1.54%	1.37%	1.20%	
1.5%	1.78%	1.66%	1.51%	1.34%	1.16%	
3.0%	1.75%	1.62%	1.48%	1.31%	1.13%	
4.5%	1.73%	1.57%	1.40%	1.25%	1.07%	
6.0%	1.69%	1.55%	1.36%	1.16%	0.98%	

Class MT-IO Pre-Tax Yield to Maturity (Assumed Price = 20.41502%)

	<u>0% CPR</u>	<u>4% CPR</u>	<u>8% CPR</u>	<u>12% CPR</u>	<u>16% CPR</u>	<u>(Group H and M)</u>
<u>CDR</u>	<u>0% CPR</u>	<u>8% CPR</u>	<u>15% CPR</u>	<u>20% CPR</u>	<u>25% CPR</u>	<u>(Group M55)</u>
0.0%	17.55%	12.50%	7.00%	0.74%	(6.26)%	
1.5%	16.18%	11.03%	5.76%	(0.35)%	(7.35)%	
3.0%	14.84%	9.56%	4.55%	(1.43)%	(8.27)%	
4.5%	13.52%	8.07%	1.89%	(3.54)%	(10.15)%	
6.0%	12.15%	6.91%	0.20%	(7.65)%	(14.24)%	

Class MTU Pre-Tax Yield to Maturity (Assumed Price = 105.57952%)

	<u>0% CPR</u>	<u>4% CPR</u>	<u>8% CPR</u>	<u>12% CPR</u>	<u>16% CPR</u>	<u>(Group H and M)</u>
<u>CDR</u>	<u>0% CPR</u>	<u>8% CPR</u>	<u>15% CPR</u>	<u>20% CPR</u>	<u>25% CPR</u>	<u>(Group M55)</u>
0.0%	2.13%	1.93%	1.66%	1.36%	1.05%	
1.5%	2.09%	1.86%	1.61%	1.31%	0.99%	
3.0%	2.04%	1.79%	1.55%	1.26%	0.94%	
4.5%	1.99%	1.72%	1.42%	1.15%	0.83%	
6.0%	1.92%	1.67%	1.34%	0.99%	0.66%	

Class MA Pre-Tax Yield to Maturity (Assumed Price = 103.67347%)

	<u>0% CPR</u>	<u>4% CPR</u>	<u>8% CPR</u>	<u>12% CPR</u>	<u>16% CPR</u>	<u>(Group H and M)</u>
<u>CDR</u>	<u>0% CPR</u>	<u>8% CPR</u>	<u>15% CPR</u>	<u>20% CPR</u>	<u>25% CPR</u>	<u>(Group M55)</u>
0.0%	1.72%	1.47%	1.15%	0.81%	0.45%	
1.5%	1.66%	1.38%	1.06%	0.71%	0.35%	
3.0%	1.59%	1.28%	0.95%	0.61%	0.24%	
4.5%	1.52%	1.20%	0.84%	0.47%	0.07%	
6.0%	1.44%	1.11%	0.76%	0.38%	(0.02)%	

Class MAU Pre-Tax Yield to Maturity (Assumed Price = 105.65931%)

	<u>0% CPR</u>	<u>4% CPR</u>	<u>8% CPR</u>	<u>12% CPR</u>	<u>16% CPR</u>	<u>(Group H and M)</u>
<u>CDR</u>	<u>0% CPR</u>	<u>8% CPR</u>	<u>15% CPR</u>	<u>20% CPR</u>	<u>25% CPR</u>	<u>(Group M55)</u>
0.0%	2.06%	1.67%	1.20%	0.68%	0.13%	
1.5%	1.97%	1.54%	1.05%	0.53%	(0.01)%	
3.0%	1.86%	1.40%	0.90%	0.38%	(0.17)%	
4.5%	1.76%	1.27%	0.73%	0.17%	(0.43)%	
6.0%	1.64%	1.14%	0.60%	0.03%	(0.56)%	

Class MB Pre-Tax Yield to Maturity (Assumed Price = 101.09013%)

	<u>0% CPR</u>	<u>4% CPR</u>	<u>8% CPR</u>	<u>12% CPR</u>	<u>16% CPR</u>	<u>(Group H and M)</u>
<u>CDR</u>	<u>0% CPR</u>	<u>8% CPR</u>	<u>15% CPR</u>	<u>20% CPR</u>	<u>25% CPR</u>	<u>(Group M55)</u>
0.0%	1.96%	1.94%	1.92%	1.89%	1.86%	
1.5%	1.95%	1.94%	1.92%	1.89%	1.86%	
3.0%	1.95%	1.93%	1.91%	1.88%	1.85%	
4.5%	1.95%	1.93%	1.90%	1.87%	1.84%	
6.0%	1.95%	1.92%	1.89%	1.85%	1.82%	

Class MBU Pre-Tax Yield to Maturity (Assumed Price = 105.34013%)

	<u>0% CPR</u>	<u>4% CPR</u>	<u>8% CPR</u>	<u>12% CPR</u>	<u>16% CPR</u>	<u>(Group H and M)</u>
<u>CDR</u>	<u>0% CPR</u>	<u>8% CPR</u>	<u>15% CPR</u>	<u>20% CPR</u>	<u>25% CPR</u>	<u>(Group M55)</u>
0.0%	2.26%	2.21%	2.10%	1.97%	1.84%	
1.5%	2.26%	2.19%	2.09%	1.96%	1.82%	
3.0%	2.25%	2.17%	2.08%	1.95%	1.81%	
4.5%	2.24%	2.14%	2.01%	1.91%	1.78%	
6.0%	2.22%	2.12%	1.97%	1.81%	1.67%	

Class MV Pre-Tax Yield to Maturity (Assumed Price = 103.67949%)

	<u>0% CPR</u>	<u>4% CPR</u>	<u>8% CPR</u>	<u>12% CPR</u>	<u>16% CPR</u>	<u>(Group H and M)</u>
<u>CDR</u>	<u>0% CPR</u>	<u>8% CPR</u>	<u>15% CPR</u>	<u>20% CPR</u>	<u>25% CPR</u>	<u>(Group M55)</u>
0.0%	1.76%	1.71%	1.63%	1.52%	1.40%	
1.5%	1.75%	1.69%	1.61%	1.50%	1.39%	
3.0%	1.74%	1.67%	1.58%	1.48%	1.37%	
4.5%	1.73%	1.64%	1.53%	1.41%	1.28%	
6.0%	1.71%	1.62%	1.50%	1.37%	1.23%	

Class MZ Pre-Tax Yield to Maturity (Assumed Price = 98.28214%)

	<u>0% CPR</u>	<u>4% CPR</u>	<u>8% CPR</u>	<u>12% CPR</u>	<u>16% CPR</u>	<u>(Group H and M)</u>
<u>CDR</u>	<u>0% CPR</u>	<u>8% CPR</u>	<u>15% CPR</u>	<u>20% CPR</u>	<u>25% CPR</u>	<u>(Group M55)</u>
0.0%	2.06%	2.07%	2.10%	2.13%	2.17%	
1.5%	2.06%	2.08%	2.10%	2.13%	2.17%	
3.0%	2.06%	2.08%	2.10%	2.14%	2.17%	
4.5%	2.06%	2.09%	2.12%	2.14%	2.17%	
6.0%	2.07%	2.09%	2.13%	2.17%	2.20%	

Class MA-IO Pre-Tax Yield to Maturity (Assumed Price = 15.88672%)

	<u>0% CPR</u>	<u>4% CPR</u>	<u>8% CPR</u>	<u>12% CPR</u>	<u>16% CPR</u>	<u>(Group H and M)</u>
<u>CDR</u>	<u>0% CPR</u>	<u>8% CPR</u>	<u>15% CPR</u>	<u>20% CPR</u>	<u>25% CPR</u>	<u>(Group M55)</u>
0.0%	22.70%	14.43%	4.21%	(7.89)%	(21.25)%	
1.5%	20.60%	11.66%	0.91%	(11.40)%	(24.87)%	
3.0%	18.42%	8.75%	(2.70)%	(15.37)%	(28.87)%	
4.5%	16.12%	5.86%	(6.88)%	(21.29)%	(36.56)%	
6.0%	13.67%	2.97%	(10.07)%	(24.59)%	(39.94)%	

Class MB-IO Pre-Tax Yield to Maturity (Assumed Price = 34.00000%)

	<u>0% CPR</u>	<u>4% CPR</u>	<u>8% CPR</u>	<u>12% CPR</u>	<u>16% CPR</u>	<u>(Group H and M)</u>
<u>CDR</u>	<u>0% CPR</u>	<u>8% CPR</u>	<u>15% CPR</u>	<u>20% CPR</u>	<u>25% CPR</u>	<u>(Group M55)</u>
0.0%	11.57%	10.91%	8.79%	5.38%	0.93%	
1.5%	11.52%	10.57%	8.52%	5.06%	0.48%	
3.0%	11.45%	10.10%	8.18%	4.71%	0.15%	
4.5%	11.30%	9.45%	6.29%	3.33%	(1.08)%	
6.0%	10.97%	9.13%	5.23%	(0.03)%	(4.71)%	

Class M55D Pre-Tax Yield to Maturity (Assumed Price = 109.93739%)

	<u>0% CPR</u>	<u>4% CPR</u>	<u>8% CPR</u>	<u>12% CPR</u>	<u>16% CPR</u>	<u>(Group H and M)</u>
<u>CDR</u>	<u>0% CPR</u>	<u>8% CPR</u>	<u>15% CPR</u>	<u>20% CPR</u>	<u>25% CPR</u>	<u>(Group M55)</u>
0.0%	3.20%	2.36%	1.47%	0.78%	0.04%	
1.5%	3.11%	2.21%	1.36%	0.67%	(0.07)%	
3.0%	3.02%	2.06%	1.23%	0.56%	(0.18)%	
4.5%	2.93%	1.90%	0.88%	0.16%	(0.63)%	
6.0%	2.83%	1.80%	0.74%	(0.08)%	(0.96)%	

Class M55E Pre-Tax Yield to Maturity (Assumed Price = 108.27073%)

	<u>0% CPR</u>	<u>4% CPR</u>	<u>8% CPR</u>	<u>12% CPR</u>	<u>16% CPR</u>	<u>(Group H and M)</u>
<u>CDR</u>	<u>0% CPR</u>	<u>8% CPR</u>	<u>15% CPR</u>	<u>20% CPR</u>	<u>25% CPR</u>	<u>(Group M55)</u>
0.0%	2.85%	2.15%	1.40%	0.81%	0.19%	
1.5%	2.78%	2.03%	1.30%	0.72%	0.09%	
3.0%	2.70%	1.89%	1.20%	0.63%	0.00%	
4.5%	2.63%	1.76%	0.90%	0.29%	(0.37)%	
6.0%	2.54%	1.68%	0.78%	0.08%	(0.66)%	

Class M55G Pre-Tax Yield to Maturity (Assumed Price = 106.60406%)

	<u>0% CPR</u>	<u>4% CPR</u>	<u>8% CPR</u>	<u>12% CPR</u>	<u>16% CPR</u>	<u>(Group H and M)</u>
<u>CDR</u>	<u>0% CPR</u>	<u>8% CPR</u>	<u>15% CPR</u>	<u>20% CPR</u>	<u>25% CPR</u>	<u>(Group M55)</u>
0.0%	2.50%	1.93%	1.32%	0.85%	0.34%	
1.5%	2.44%	1.83%	1.25%	0.78%	0.26%	
3.0%	2.38%	1.73%	1.16%	0.70%	0.19%	
4.5%	2.32%	1.61%	0.92%	0.42%	(0.12)%	
6.0%	2.25%	1.55%	0.82%	0.26%	(0.35)%	

Class M55H Pre-Tax Yield to Maturity (Assumed Price = 104.93739%)

	<u>0% CPR</u>	<u>4% CPR</u>	<u>8% CPR</u>	<u>12% CPR</u>	<u>16% CPR</u>	<u>(Group H and M)</u>
<u>CDR</u>	<u>0% CPR</u>	<u>8% CPR</u>	<u>15% CPR</u>	<u>20% CPR</u>	<u>25% CPR</u>	<u>(Group M55)</u>
0.0%	2.14%	1.71%	1.25%	0.88%	0.50%	
1.5%	2.09%	1.63%	1.19%	0.83%	0.44%	
3.0%	2.05%	1.55%	1.12%	0.77%	0.38%	
4.5%	2.01%	1.47%	0.94%	0.56%	0.15%	
6.0%	1.95%	1.42%	0.86%	0.44%	(0.02)%	

Class M55I Pre-Tax Yield to Maturity (Assumed Price = 20.00000%)

	<u>0% CPR</u>	<u>4% CPR</u>	<u>8% CPR</u>	<u>12% CPR</u>	<u>16% CPR</u>	<u>(Group H and M)</u>
<u>CDR</u>	<u>0% CPR</u>	<u>8% CPR</u>	<u>15% CPR</u>	<u>20% CPR</u>	<u>25% CPR</u>	<u>(Group M55)</u>
0.0%	27.96%	16.86%	6.50%	(1.63)%	(10.60)%	
1.5%	26.51%	15.25%	5.09%	(2.79)%	(11.73)%	
3.0%	25.08%	13.61%	3.60%	(4.02)%	(12.70)%	
4.5%	23.67%	11.94%	(0.50)%	(9.05)%	(18.10)%	
6.0%	22.26%	10.63%	(2.32)%	(13.08)%	(24.86)%	

Prospective investors should make investment decisions based on determinations of anticipated rates of prepayments and Realized Losses under a variety of scenarios. Prospective investors should fully consider the risk that the occurrence of Realized Losses on the Mortgage Loans could result in the failure to fully recover investments.

USE OF PROCEEDS

The net proceeds from sales of the Certificates will be used as the consideration to Freddie Mac for the transfer of the Mortgage Loans to the Trust.

CERTAIN LEGAL ASPECTS OF THE MORTGAGE LOANS

The following discussion provides general summaries of certain legal aspects of mortgage loans which are general in nature. The summaries do not purport to be complete. They do not reflect the laws of any particular state nor the laws of all states in which the mortgaged properties may be situated. This is because these legal aspects are governed in part by the law of the state that applies to a particular mortgaged property and the laws of the states may vary substantially. You should refer to the applicable federal and state laws governing the Mortgage Loans.

Security Instruments

Mortgages and Deeds of Trust. Mortgage loans are evidenced by promissory notes or other similar evidences of indebtedness secured by first mortgages, deeds of trust or similar security instruments (each, a “**Mortgage**”), depending upon the prevailing practice and law in the state in which the related mortgaged property is located, on residential properties consisting of one- to four-unit dwelling units, townhouses, individual condominium units, individual units in planned unit developments, individual co-operative units or manufactured homes. Each mortgage note and related mortgage loan are obligations of one or more mortgagors and require the related mortgagor to make monthly payments of principal and interest. In some states, a mortgage or deed of trust creates a lien upon the real

property encumbered by the mortgage or deed of trust. However, in other states, the mortgage or deed of trust conveys legal title to the property, respectively, to the mortgagee or to a trustee for the benefit of the mortgagee subject to a condition subsequent (*i.e.*, the payment of the indebtedness secured thereby). The lien created by the mortgage or deed of trust is not prior to the lien for real estate taxes and assessments and other charges imposed under governmental police powers. Priority between mortgages depends on their terms or on the terms of separate subordination or inter-creditor agreements, on the knowledge of the parties in some cases and generally on the order of recordation of the mortgages in the appropriate recording office. There are two parties to a mortgage, the mortgagor, who is homeowner, and the mortgagee, who is the lender. In the case of a land trust, there are three parties because title to the property is held by a land trustee under a land Pooling Trust of which the mortgagor is the beneficiary; at origination of a mortgage loan, the mortgagor executes a separate undertaking to make payments on the mortgage note. Although a deed of trust is similar to a mortgage, a deed of trust has three parties: the trustor, who is the mortgagor-homeowner; the beneficiary, who is the lender; and a third-party grantee called the trustee. Under a deed of trust, the mortgagor grants the property, irrevocably until the debt is paid, in trust, generally with a power of sale, to the trustee to secure payment of the obligation. The trustee's authority under a deed of trust, the grantee's authority under a deed to secure debt and the mortgagee's authority under a mortgage are governed by the law of the state in which the real property is located, the express provisions of the deed of trust or mortgage, and, in deed of trust transactions, the directions of the beneficiary.

Foreclosure

Foreclosing Mortgages and Deeds of Trust. Foreclosure of a deed of trust in most states is generally most efficiently accomplished by a non-judicial trustee's sale under a specific provision in the deed of trust which authorizes the trustee to sell the property upon any default by the mortgagor under the terms of the note or deed of trust. In addition to any notice requirements contained in a deed of trust, in some states the trustee must record a notice of default and send a copy to the trustor and to any person who has recorded a request for a copy of notice of default and notice of sale. In addition, the trustee must provide notice in some states to any other individual having an interest of record in the real property, including any junior lienholders. If the deed of trust is not reinstated within a specified period, a notice of sale must be posted in a public place and, in most states, published for a specific period of time in one or more newspapers in a specified manner prior to the date of trustee's sale. In addition, some state laws require that a copy of the notice of sale be posted on the property and sent to all parties having an interest of record in the real property.

In some states, the trustor has the right to reinstate the loan at any time following default until shortly before the trustee's sale. Generally in these states, the mortgagor, or any other person having a junior encumbrance on the real estate, may, during a reinstatement period, cure the default by paying the entire amount in arrears plus the costs and expenses incurred in enforcing the obligation.

Generally, the action is initiated by the service of legal pleadings upon all parties having an interest of record in the real property. Delays in completion of the foreclosure may occasionally result from difficulties in locating necessary parties. Over the past few years, judicial foreclosure proceedings have become increasingly contested, with challenges often raised to the right of the foreclosing party to maintain the foreclosure action. The resolution of these proceedings can be time-consuming.

In the case of foreclosure under either a mortgage or a deed of trust, the sale by the sheriff or other designated officer or by the trustee is a public sale. The proceeds received by the referee or trustee from the sale are applied first to the costs, fees and expenses of the sale and then in satisfaction of the indebtedness secured by the mortgage or deed of trust under which the sale was conducted. Any remaining proceeds are generally payable to the holders of junior mortgages or deeds of trust and other liens and claims in order of their priority, whether or not the mortgagor is in default under such instruments. Any additional proceeds are generally payable to the mortgagor or trustor. The payment of the proceeds to the holders of junior mortgages may occur in the foreclosure action of the senior mortgagee or may require the institution of separate legal proceedings. It is common for the lender to purchase the property from the trustee, sheriff or other designated officer for a credit bid less than or equal to the unpaid principal amount of the note plus the accrued and unpaid interest and fees due under the note and the expense of foreclosure. If the credit bid is equal to, or more than, the mortgagor's obligations on the loan, the mortgagor's debt will be extinguished. However, if the lender purchases the property for an amount less than the total amount owed to the lender, it preserves its right against a mortgagor to seek a deficiency judgment if such a remedy is available under state law and the related loan documents, in which case the mortgagor's obligation will continue to the extent of the deficiency. Regardless of the

purchase price paid by the foreclosing lender, the lender will be responsible to pay the costs, fees and expenses of the sale, which sums are generally added to the mortgagor's indebtedness. In some states, there is a statutory minimum purchase price which the lender must offer for the property and generally, state law controls the maximum amount of foreclosure costs and expenses, including attorneys' fees, which may be recovered by a lender. Thereafter, subject to the right of the mortgagor in some states to remain in possession during any redemption period, the lender will assume the burdens of ownership, including obtaining hazard insurance, paying taxes and making the repairs at its own expense as are necessary to render the property suitable for sale. Generally, the lender will obtain the services of a real estate broker and pay the broker's commission in connection with the subsequent sale of the property. Depending upon market conditions, the ultimate proceeds of the sale of the property may not equal the lender's investment in the loan and, as described above, in some states, the lender may be entitled to a deficiency judgment. Any such loss in connection with a Mortgage Loan will be treated as a Realized Loss experienced on such Mortgage Loan.

Foreclosure proceedings are governed by general equitable principles. Some of these equitable principles are designed to relieve the mortgagor from the legal effect of its defaults under the loan documents. Examples of judicial remedies that have been fashioned include judicial requirements that the lender undertake affirmative and expensive actions to determine the causes for the mortgagor's default and the likelihood that the mortgagor will be able to reinstate the loan. In some cases, courts have substituted their judgment for the lender's judgment and have required that lenders reinstate loans or recast payment schedules in order to accommodate mortgagors who are suffering from temporary financial disability. In other cases, courts have limited the right of the lender to foreclose if the default under the mortgage instrument is not monetary, such as the mortgagor's failure to adequately maintain the property or the mortgagor's execution of a second mortgage or deed of trust affecting the property. Finally, some courts have been faced with the issue of whether or not federal or state constitutional provisions reflecting due process concerns for adequate notice require that mortgagors under deeds of trust or mortgages receive notices in addition to the statutorily-prescribed minimums. For the most part, these cases have upheld the notice provisions as being reasonable or have found that the sale by a trustee under a deed of trust, or under a mortgage having a power of sale, does not involve sufficient state action to afford constitutional protection to the mortgagor.

Under certain loan modification programs, to the extent a servicer is considering qualifying the related mortgagor for a loan modification after foreclosure proceedings have already been initiated, the foreclosure proceedings must be halted until the servicer has determined whether the mortgagor has qualified for the loan modification. This is a requirement under the Guide and became part of the CFPB's regulatory amendments that became effective for all mortgage servicers on January 10, 2014. In all cases the Servicer will be required to service the Mortgage Loans in accordance with applicable law, including the CFPB servicing regulations.

In response to an unusually large number of foreclosures in recent years, a growing number of states have enacted laws that subject the holder to certain notice and/or waiting periods prior to commencing a foreclosure. For example, in Massachusetts, the Attorney General's Office may review and possibly terminate the foreclosure of any 1-4 family residential mortgage that is secured by the mortgagor's principal dwelling. In some instances, these laws require the servicer of the mortgage to consider modification of the mortgage or an alternative option prior to proceeding with foreclosure. The effect of these laws has been to delay foreclosure in particular jurisdictions.

The Mortgages or the "Assignments of Mortgage" for some of the Mortgage Loans may have been recorded in the name of Mortgage Electronic Registration Systems, Inc. ("**MERS**"), solely as nominee for the originator and its successors and assigns. Subsequent assignments of those Mortgages are registered electronically through the MERS system. The recording of mortgages in the name of MERS has been challenged in a number of states. Although many decisions have accepted MERS as mortgagee, some courts have held that MERS is not a proper party to conduct a foreclosure and have required that the mortgage be reassigned to the entity that is the economic owner of the mortgage loan before a foreclosure can be conducted. In states where such a rule is in effect, there may be delays and additional costs in commencing, prosecuting and completing foreclosure proceedings and conducting foreclosure sales of mortgaged properties. In addition, mortgagors are raising new challenges to the recording of mortgages in the name of MERS, including challenges questioning the ownership and enforceability of mortgage loans registered in MERS. An adverse decision in any jurisdiction may delay the foreclosure process.

With respect to any mortgage loans registered on the MERS system, the Servicer will comply with all of the requirements of MERS regarding instituting foreclosure proceedings. In addition, Mortgage Loans registered in the MERS system will be required to be removed from the MERS system by the Servicer upon 90 days of delinquency.

With respect to any Mortgage Loan registered on the MERS system, the Servicer will be required to cause such registered Mortgage Loan to be updated to reflect the ownership of such Mortgage Loan by the Trust.

Rights of Redemption

The purpose of a foreclosure action in respect of a mortgaged property is to enable the lender to realize upon its security and to bar the mortgagor, and all persons who have interests in the property that are subordinate to that of the foreclosing lender, from exercise of their “equity of redemption”. The doctrine of equity of redemption provides that, until the property encumbered by a mortgage has been sold in accordance with a properly conducted foreclosure and foreclosure sale, those having interests that are subordinate to that of the foreclosing lender have an equity of redemption and may redeem the property by paying the entire debt with interest. Those having an equity of redemption must generally be made parties and joined in the foreclosure proceeding and provided statutorily prescribed notice, in the case of a non-judicial foreclosure, in order for their equity of redemption to be terminated.

The equity of redemption is a common-law (non-statutory) right which should be distinguished from post-sale statutory rights of redemption. In some states, after sale pursuant to a deed of trust or foreclosure of a mortgage, the mortgagor and foreclosed junior lienors are given a statutory period in which to redeem the property. In some states, statutory redemption may occur only upon payment of the foreclosure sale price. In other states, redemption may be permitted if the former mortgagor pays only a portion of the sums due. The effect of a statutory right of redemption is to diminish the ability of the lender to sell the foreclosed property because the exercise of a right of redemption would defeat the title of any purchase through a foreclosure. Consequently, the practical effect of the redemption right is to force the lender to maintain the property and pay the expenses of ownership until the redemption period has expired. In some states, a post-sale statutory right of redemption may exist following a judicial foreclosure, but not following a trustee’s sale under a deed of trust.

Anti-Deficiency Legislation and Other Limitations on Lenders

Some states have imposed statutory prohibitions which limit the remedies of a beneficiary under a deed of trust or a mortgagee under a mortgage. In some states (including California), statutes limit the right of the beneficiary or mortgagee to obtain a deficiency judgment against the mortgagor following non-judicial foreclosure by power of sale. A deficiency judgment is a personal judgment against the former mortgagor equal in most cases to the difference between the net amount realized upon the public sale of the real property and the amount due to the lender. In the case of a mortgage loan secured by a property owned by a trust where the mortgage note is executed on behalf of the trust, a deficiency judgment against the trust following foreclosure or sale under a deed of trust, even if obtainable under applicable law, may be of little value to the mortgagee or beneficiary if there are no trust assets against which the deficiency judgment may be executed. Some state statutes require the beneficiary or mortgagee to exhaust the security afforded under a deed of trust or mortgage by foreclosure in an attempt to satisfy the full debt before bringing a personal action against the mortgagor. In other states, the lender has the option of bringing a personal action against the mortgagor on the debt without first exhausting the security; however, in some of these states, the lender, following judgment on the personal action, may be deemed to have elected a remedy and may be precluded from exercising other remedies, including with respect to the security. Consequently, the practical effect of the election requirement, in those states permitting the election, is that lenders will usually proceed against the security first rather than bringing a personal action against the mortgagor. This also allows the lender to avoid the delays and costs associated with going to court. Finally, in some states, statutory provisions limit any deficiency judgment against the former mortgagor following a foreclosure to the excess of the outstanding debt over the fair value of the property at the time of the public sale. The purpose of these statutes is generally to prevent a beneficiary or mortgagee from obtaining a large deficiency judgment against the former mortgagor as a result of low or no bids at the foreclosure sale.

In addition to laws limiting or prohibiting deficiency judgments, numerous other federal and state statutory provisions, including the federal bankruptcy laws and state laws affording relief to debtors, may interfere with or affect the ability of the secured mortgage lender to realize upon collateral or enforce a deficiency judgment. For example, under the United States Bankruptcy Code, virtually all actions (including foreclosure actions and deficiency judgment proceedings) to collect a debt are automatically stayed upon the filing of the bankruptcy petition and, often, no interest or principal payments are made during the course of the bankruptcy case. The delay and the consequences thereof caused by the automatic stay can be significant. Also, under the United States Bankruptcy Code, the filing of a petition in a bankruptcy by or on behalf of a junior lienor may stay the senior lender from taking action to foreclose

out the junior lien. Moreover, with respect to federal bankruptcy law, a court with federal bankruptcy jurisdiction may permit a debtor through his or her Chapter 11 or Chapter 13 rehabilitative plan to cure a monetary default in respect of a mortgage loan on a debtor's residence by paying arrearage within a reasonable time period and reinstating the original mortgage loan payment schedule even though the lender accelerated the mortgage loan and final judgment of foreclosure had been entered in state court (provided no sale of the residence had yet occurred) prior to the filing of the debtor's petition. Some courts with federal bankruptcy jurisdiction have approved plans, based on the particular facts of the reorganization case, that effected the curing of a mortgage loan default by paying arrearage over a number of years.

Courts with federal bankruptcy jurisdiction have also indicated that the terms of a mortgage loan secured by property of the debtor may be modified. These courts have allowed modifications that include reducing the amount of each monthly payment, changing the rate of interest, altering the repayment schedule, forgiving all or a portion of the debt and reducing the lender's security interest to the value of the residence, thus leaving the lender a general unsecured creditor for the difference between the value of the residence and the outstanding balance of the loan. Generally, however, the terms of a mortgage loan secured only by a mortgage on real property that is the debtor's principal residence may not be modified pursuant to a plan confirmed pursuant to Chapter 13 except with respect to mortgage payment arrearages, which may be cured within a reasonable time period.

Tax liens arising under the Code may have priority over the lien of a mortgage or deed of trust. In addition, substantive requirements are imposed upon mortgage lenders in connection with the origination and the servicing of mortgage loans by numerous federal and some state consumer protection laws and their implementing regulations. These laws and regulations include the federal Truth-in-Lending Act and Regulation Z, the Real Estate Settlement Procedures Act and Regulation X, the Equal Credit Opportunity Act and Regulation B, the Fair Credit Billing Act and Regulation Z, the Fair Credit Reporting Act and Regulation V and related statutes. These federal laws impose specific statutory liabilities upon lenders who originate mortgage loans and who fail to comply with the provisions of the law. Further, violations of the laws could result in a mortgagor's defense to foreclosure or an unwinding or rescission of the transaction. In some cases, this liability may affect assignees of the mortgage loans.

Environmental Legislation

Under the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and under state law in some states, a secured party that participates in managing a mortgaged property, takes a deed-in-lieu of foreclosure, purchases a mortgaged property at a foreclosure sale or operates a mortgaged property may become liable for the costs of cleaning up hazardous substances regardless of whether the secured party has contaminated the property. CERCLA imposes strict, as well as joint and several, liability on several classes of potentially responsible parties, including current owners and operators of the property who did not cause or contribute to the contamination. Furthermore, liability under CERCLA is not limited to the original or unamortized principal balance of a loan or to the value of the property securing a loan. Such excess cleanup liabilities could become the responsibility of the Servicer and could reduce the assets available to make distributions to Certificateholders. Lenders may be held liable under CERCLA as owners or operators unless they qualify for the secured creditor exemption to CERCLA. This exemption exempts from the definition of owners and operators those who, without participating in the management of a facility, hold indicia of ownership primarily to protect a security interest in the facility.

The Asset Conservation, Lender Liability and Deposit Insurance Act of 1996 (the "**Conservation Act**") amended, among other things, the provisions of CERCLA with respect to lender liability and the secured creditor exemption. The Conservation Act offers substantial protection to lenders by defining the activities in which a lender can engage and still have the benefit of the secured creditor exemption. In order for a lender to be deemed to have participated in the management of a mortgaged property, the lender must participate in the operational affairs of the property of the mortgagor, whether directly or indirectly. The Conservation Act provides that "merely having the capacity to influence, or unexercised right to control" operations does not constitute participation in management. A lender will lose the protection of the secured creditor exemption only if it exercises decision-making control over the mortgagor's environmental compliance and hazardous substance handling and disposal practices, assumes day-to-day management of all operational functions of the mortgaged property, or imposes limitations on a mortgagor's spending for such purposes. The Conservation Act also provides that a lender will continue to have the benefit of the secured creditor exemption even if it forecloses on a mortgaged property, purchases it at a foreclosure sale or accepts a deed-in-lieu of

foreclosure provided that the lender seeks to sell the mortgaged property at the earliest practicable commercially reasonable time on commercially reasonable terms and complies with other requirements.

Other federal and state laws may impose liability on a secured party that takes a deed-in-lieu of foreclosure, purchases a mortgaged property at a foreclosure sale, or operates a mortgaged property on which contaminants other than CERCLA hazardous substances are present, including petroleum, agricultural chemicals, asbestos, radon, and lead-based paint. The cleanup costs may be substantial. It is possible that any such cleanup costs could become a liability of the Trust and reduce the amounts otherwise payable to the Certificateholders. Moreover, federal and state statutes may impose a lien for any cleanup costs incurred by the state on the property that is the subject of the cleanup costs. All subsequent liens on the property generally are subordinated to the lien and, in some states, even prior recorded liens are subordinated to such lien. In the latter states, the security interest of the Trustee in a related parcel of real property that is subject to the lien could be adversely affected.

Traditionally, many residential mortgage lenders have not taken steps to evaluate whether contaminants are present with respect to any mortgaged property prior to the origination of the mortgage loan or prior to foreclosure or accepting a deed-in-lieu of foreclosure. Accordingly, none of the originators nor any other party has made the evaluations prior to the origination of the related Mortgage Loan. The Servicer will not be required by the Pooling and Servicing Agreement to undertake these evaluations prior to foreclosure or accepting a deed-in-lieu of foreclosure. There are no representations with respect to environmental issues related to the Mortgage Loans that will be made by the Seller. No party other than the Seller has made any representations or warranties or assumes any liability with respect to the absence or effect of contaminants on any related real property or any casualty, personal injury or other liability resulting from the presence or effect of contaminants. However, the Servicer will not be obligated to foreclose on related real property or accept a deed-in-lieu of foreclosure if it knows or reasonably believes that there are material contaminated conditions on the property. A failure to foreclose may reduce the amounts otherwise available to Certificateholders.

Consumer Protection Laws

In addition, substantive requirements are imposed upon mortgage lenders in connection with the origination and the servicing of mortgage loans by numerous federal and some state consumer protection laws. These laws include TILA, the Real Estate Settlement Procedures Act, TILA/RESPA Integrated Disclosure Rule, the Equal Credit Opportunity Act, the Fair Credit Billing Act, the Fair Credit Reporting Act and related statutes and regulations promulgated thereunder. These federal laws impose specific statutory liabilities upon lenders who originate mortgage loans and who fail to comply with the provisions of the law. In some cases, this liability may affect assignees of the mortgage loans. In particular, an originator's failure to comply with certain requirements of TILA and Regulation Z promulgated thereunder, could subject both originators and assignees of such obligations to monetary penalties and could result in obligors' rescinding the mortgage loans either against the originators or assignees or in a defense to foreclosure of the loan. Further, the failure of the mortgagor to use the correct form of notice of right to cancel in connection with non-purchase money transactions could subject the originator and assignees to extended mortgagor rescission rights.

Federal and State Anti-Predatory Lending Laws and Restrictions on Servicing

Under the anti-predatory lending laws of some states, the mortgagor is required to meet a net tangible benefit test in connection with the origination of the mortgage loan. This test may be highly subjective and open to interpretation. As a result, a court may determine that a mortgage loan does not meet the test even if the originator or original seller reasonably believed that the test was satisfied. Any determination by a court that a Mortgage Loan does not meet the test will result in a violation of the state anti-predatory lending law, in which case the Seller will be required to purchase such Mortgage Loan from the Trust if such determination arises during the Warranty Period.

Notably, in rules promulgated under the Dodd-Frank Act by the CFPB, effective with respect to applications for loans taken on or after January 10, 2014, the thresholds for coverage under HOEPA, the primary anti-predatory lending law, have been lowered and that statute has become more stringent. State laws that replicate HOEPA have also become more onerous in their respective requirements.

Local, state and federal legislatures, state and federal banking regulatory agencies, state attorneys general offices, the Federal Trade Commission, the Department of Justice, the Department of Housing and Urban Development and

state and local governmental authorities have continued to focus on lending and servicing practices by some companies, primarily in the non-prime lending industry, sometimes referred to as “predatory lending” and “abusive servicing” practices. Sanctions have been imposed by various agencies for practices such as charging excessive fees, imposing higher interest rates than the credit risk of some mortgagors warrant, failing to disclose adequately the material terms of loans to mortgagors and abusive servicing and collections practices.

On July 21, 2010, the Dodd-Frank Act was signed into law. The Dodd-Frank Act, which is designed to improve accountability and transparency in the financial system and to protect consumers from abusive financial services practices, creates various new requirements affecting mortgage servicers, including mandatory escrow accounts for certain mortgage loans; notice requirements for consumers who waive escrow services; certain prohibitions related to mortgage servicing with respect to force-placed hazard insurance, qualified written requests, requests to correct certain servicing errors, and requests concerning the identity and contact information for an owner or assignee of a loan; requirements for prompt crediting of payments, processing of payoff statements, and monthly statements with certain disclosures for adjustable rate mortgage loans; and late fee restrictions on high cost loans. In addition, a new executive agency and consumer financial regulator, the CFPB, was established in the Federal Reserve System under the Dodd-Frank Act. On July 21, 2011, the regulation of the offering and provision of consumer financial products or services, including mortgage servicing, under federal consumer financial laws, was generally transferred and consolidated into the CFPB.

The Dodd-Frank Act sets forth certain objectives for and the functions of the CFPB. The objectives of the CFPB, as identified under the Dodd-Frank Act, are to ensure that: (1) consumers are provided with timely and understandable information to make responsible decisions about financial transactions; (2) consumers are protected from unfair, deceptive, or abusive acts and practices and from discrimination; (3) outdated, unnecessary, or unduly burdensome regulations are regularly identified and addressed in order to reduce unwarranted regulatory burdens; (4) federal consumer financial law is enforced consistently, without regard to the status of a person as a depository institution, in order to promote fair competition; and (5) markets for consumer financial products and services operate transparently and efficiently to facilitate access and innovation. The primary functions of the CFPB under the Dodd-Frank Act are: (1) conducting financial education programs; (2) collecting, investigating, and responding to consumer complaints; (3) collecting, researching, monitoring, and publishing information relevant to the functioning of markets for consumer financial products and services to identify risks to consumers and the proper functioning of such markets; (4) subject to certain sections of the Dodd-Frank Act, supervising covered persons for compliance with federal consumer financial law, and taking appropriate enforcement action to address violations of federal consumer financial law; (5) issuing rules, orders, and guidance implementing federal consumer financial law; and (6) performing such support activities as may be necessary or useful to facilitate the other functions of the CFPB.

Several federal, state and local laws, rules and regulations have been adopted, or are under consideration, that are intended to protect consumers from predatory lending and abusive servicing practices, and in some instances establish or propose a servicing standard and duty of care for mortgage servicers. On January 4, 2011, the CFPB implementation team entered into an information sharing memorandum of understanding with the Conference of State Bank Supervisors to promote state and federal cooperation and consistent examination procedures among regulators of providers of consumer financial products and services, including mortgage servicers.

Further, in a rule that became effective on April 1, 2011, under Regulation Z and future rule-making under the Dodd-Frank Act, sweeping changes with respect to permissible and prohibited loan originator compensation were implemented that prohibit loan originator compensation based on loan terms or conditions (other than the amount of the principal), dual compensation of loan originators and various loan steering activities.

In 2008, Congress enacted The Mortgage Disclosure Improvement Act of 2008 (the “MDIA”), which requires creditors to furnish early TILA disclosures for all closed-end mortgage transactions that are secured by a consumer’s dwelling, including loans secured by primary, secondary or vacation homes, and regardless of whether the loans are for purchase money or non-purchase money transactions. While the early TILA disclosure must still be given within three Business Days of application, the MDIA and MDIA rule now require that the early TILA disclosure be provided at least seven Business Days prior to consummation of the transaction. Further, if the disclosed annual percentage rate exceeds certain tolerances as set forth in TILA and Regulation Z, the creditor must provide corrected disclosures disclosing an accurate annual percentage rate and all changed terms no later than three (3) Business Days before consummation. Significantly, this means that multiple early TILA disclosures may be required.

In addition, the Federal Reserve Board adopted an amendment to Regulation Z on July 14, 2008 (the “**July Rule**”). Notably, the July Rule, which took effect on October 1, 2009: (i) created a new category of loans called “higher-priced mortgage loans”; (ii) instituted new protections for both this new category of “higher-priced mortgage loans” as well as for the existing category of “high cost mortgages” under HOEPA; (iii) enacted certain prohibited acts and practices for all closed-end credit transactions secured by a consumer’s principal dwelling; (iv) revised the disclosures required in advertisements for credit secured by a consumer’s dwelling and prohibited certain practices in connection with closed-end mortgage advertising; and (v) required disclosures for closed-end mortgages secured by a consumer’s principal dwelling to be provided earlier in the transaction and before consumers pay any fee except for a fee for obtaining a consumer’s credit history. Effective January 10, 2014, the Ability-to-Repay Rules superseded the underwriting requirements applicable to these “higher-priced mortgage loans,” but the requirements applicable to appraisals and homeownership counseling still apply to that class of loans.

Enforceability of Due-On-Sale Clauses

The Mortgage Loans include “due-on-sale clauses” which allow the holder of such Mortgage Loan to demand payment in full of the remaining principal balance upon sale or certain transfers of the property securing such Mortgage Loan. The enforceability of these clauses has been the subject of legislation or litigation in many states, and in some cases the enforceability of these clauses was limited or denied. However, the Garn-St. Germain Depository Institutions Act of 1982 (the “**Garn-St Germain Act**”) preempts state constitutional, statutory and case law that prohibits the enforcement of due-on-sale clauses and permits lenders to enforce these clauses in accordance with their terms, subject to limited exceptions. The Garn-St Germain Act does “encourage” lenders to permit assumption of loans at the original rate of interest or at some other rate less than the average of the original rate and the market rate.

The Garn-St Germain Act also sets forth nine specific instances in which a mortgage lender covered by the Garn-St Germain Act may not exercise a due-on-sale clause, notwithstanding the fact that a transfer of the property may have occurred. These include, amongst others, certain intra-family transfers, some transfers by operation of law, leases of fewer than three (3) years and the creation of a junior encumbrance. Regulations promulgated under the Garn-St Germain Act also prohibit the imposition of a prepayment penalty upon the acceleration of a loan pursuant to a due-on-sale clause.

The inability to enforce a due-on-sale clause may result in any Mortgage Loan bearing an interest rate below the current market rate being assumed by the buyers rather than being paid off, which may have an impact upon the average life of such Mortgage Loans and the number of Mortgage Loans which may be outstanding until maturity.

Subordinate Financing

When a mortgagor encumbers mortgaged property with one or more junior liens, the senior lender is subjected to additional risk. First, the mortgagor may have difficulty servicing and repaying multiple loans. In addition, if the junior loan permits recourse to the mortgagor (as junior loans often do) and the senior loan does not, a mortgagor may be more likely to repay sums due on the junior loan than those on the senior loan. Second, acts of the senior lender that prejudice the junior lender or impair the junior lender’s security may create a superior equity in favor of the junior lender. For example, if the mortgagor and the senior lender agree to an increase in the principal amount of or the interest rate payable on the senior loan, the senior lender may lose its priority to the extent an existing junior lender is harmed or the mortgagor is additionally burdened. Third, if the mortgagor defaults on the senior loan and/or any junior loan or loans, the existence of junior loans and actions taken by junior lenders can impair the security available to the senior lender and can interfere with or delay the taking of action by the senior lender. Moreover, the bankruptcy of a junior lender may operate to stay foreclosure or similar proceedings by the senior lender. In addition, the consent of the junior lender is required in connection with certain loan modifications, short sales and deeds-in-lieu of foreclosure, which may delay or prevent the loss mitigation actions taken by the senior lender.

Applicability of Usury Laws

Title V of the Depository Institutions Deregulation and Monetary Control Act of 1980 (“**Title V**”) provides that state usury limitations shall not apply to some types of residential first mortgage loans originated by some lenders after March 31, 1980. A similar federal statute was in effect with respect to mortgage loans made during the first three months of 1980. The Office of the Comptroller of the Currency is authorized to issue rules and regulations and to

publish interpretations governing implementation of Title V. The statute authorized any state to reimpose interest rate limits by adopting, before April 1, 1983, a law or constitutional provision which expressly rejects application of the federal law. In addition, even where Title V is not so rejected, any state is authorized by the law to adopt a provision limiting discount points or other charges on mortgage loans covered by Title V. Some states have taken action to reimpose interest rate limits or to limit discount points or other charges.

As indicated in Appendix C to this Offering Circular, the Seller will represent that each Mortgage Loan, to the best of the Seller's knowledge meets or is exempt from applicable state, federal or local laws, regulations and other requirements pertaining to usury, such that no material adverse effect could reasonably be expected to have occurred, or such noncompliance was cured, as permitted by applicable law; provided that the Seller makes such representation and warranty solely with respect to the Mortgage Loans in respect of which the statute of limitations period has not yet expired as of the Closing Date for any claim or dispute arising from an alleged violation of such applicable federal, state and local usury laws. However, the mortgage rates on the Mortgage Loans will be subject to applicable usury laws as in effect from time to time.

Forfeitures in Drug and RICO Proceedings

Federal law provides that property owned by persons convicted of drug-related crimes or of criminal violations of the Racketeer Influenced and Corrupt Organizations statute ("**RICO**") can be seized by the government if the property was used in, or purchased with the proceeds of, these crimes. Under procedures contained in the Comprehensive Crime Control Act of 1984, the government may seize the property even before conviction. The government must publish notice of the forfeiture proceeding and may give notice to all parties "known to have an alleged interest in the property," including the holders of mortgage loans.

A lender may avoid forfeiture of its interest in the property if it establishes that: (1) its mortgage was executed and recorded before commission of the crime upon which the forfeiture is based, or (2) the lender was, at the time of execution of the mortgage, "reasonably without cause to believe" that the property was used in, or purchased with the proceeds of, illegal drug or RICO activities.

CERTAIN FEDERAL INCOME TAX CONSEQUENCES

General

The following generally describes the anticipated material federal income tax consequences of purchasing, owning and disposing of the Offered Certificates. It does not address special rules that may apply to particular types of investors. The authorities on which this discussion is based are subject to change or differing interpretations, and any such change or interpretation could apply retroactively. Investors should consult their own tax advisors regarding the Offered Certificates.

Elections will be made to treat applicable portions of the Trust as REMICs under the Code. Assuming (1) such elections, (2) compliance with the applicable agreements and (3) compliance with changes in the law, each of the REMIC Pools will qualify as a REMIC for federal income tax purposes. In that case, a REMIC Pool will not be subject to tax. In addition, the following will be treated as regular interests in the Upper-Tier REMIC Pool: (i) uncertificated classes of regular interests corresponding to each of the Class HA, Class HV, Class HZ, Class HA-IO, Class HB-IO, Class MA-IO, Class MB-IO, Class MA, Class MV, Class MZ and Class M55D Certificates (the "**Senior Upper-Tier Regular Interests**") and (ii) uncertificated classes of regular interests corresponding to each of the Class A-IO, Class M, Class B, Class B-IO and Class XS-IO Certificates (together with the Senior Upper-Tier Regular Interests, the "**Upper-Tier Regular Interests**"). The Class R Certificates will represent ownership of the sole class of residual interests in each of the REMIC Pools created in the structure. The portion of the Trust consisting of the Upper-Tier Regular Interests and the right of the Class M Certificates to receive, and the obligation of the Class B-IO Certificates to pay, Cap Carryover and the related amounts held from time to time in the distribution account will be treated as a grantor trust under subpart E, part I of subchapter J of the Code (the "**Grantor Trust**") and the Senior, Interest Only and Subordinate Certificates will represent undivided beneficial interests in their respective portions of the Grantor Trust.

Status of the Guaranteed Exchangeable Certificates

Except as provided below, the Senior Upper-Tier Regular Interests will constitute assets described in Code Section 7701(a)(19)(C) and “real estate assets” under Code Section 856(c)(4)(A), to the extent the assets of the related REMIC Pools are so treated. Interest on the regular interests will be “interest on obligations secured by mortgages on real property or on interests in real property” within the meaning of Code Section 856(c)(3)(B) in the same proportion that the income of the REMIC Pools is so treated. If at all times 95% or more of the assets or income of the related REMIC Pool qualifies for any of the foregoing treatments, the Senior Upper-Tier Regular Interests (and income on them) will qualify for the corresponding status in their entirety. In determining the tax status of the Upper-Tier REMIC Pool, however, we will apply the 95% test assuming lower-tier regular interests have the same characteristics as the related REMIC Pool. Where a REMIC Pool is backed by mortgages having a loan-to-value ratio of greater than 100%, a *pro rata* portion of the interest income on the related REMIC regular interests may not be treated as “interest on obligations secured by mortgages on real property or on interests in real property” within the meaning of Code Section 856(c)(3)(B). Because a portion of the mortgages will have such loan-to-value ratios, we may be required to report certain information, pursuant to regulations under Code Section 6049, with respect to the Upper-Tier Regular Interests. The Senior Upper-Tier Regular Interests will be “qualified mortgages” under Code Section 860G(a)(3) for another REMIC.

Taxation of the Guaranteed Exchangeable Certificates

General

The Guaranteed Exchangeable Certificates generally will be taxed as newly originated debt instruments for federal income tax purposes. Interest, OID and market discount accrued on a regular interest will constitute ordinary income to the beneficial owner. As a beneficial owner of a Guaranteed Exchangeable Certificate, you must account for interest income on the accrual method.

Original Issue Discount

If a Senior Upper-Tier Regular Interest is issued with OID, a beneficial owner would be required to include such OID in income as it accrues, without regard to the timing of distributions. In the absence of guidance which applies specifically to REMIC regular interests, Freddie Mac and the Securities Administrator will report OID, if any, to the IRS and the beneficial owners of the Guaranteed Exchangeable Certificates based on regulations under Code Sections 1271 through 1275 (the “**OID regulations**”).

The total amount of OID on a Senior Upper-Tier Regular Interest is the excess of its “stated redemption price” over its “issue price”. The issue price is the price at which a substantial portion of the Guaranteed Exchangeable Certificate is first sold to the public. The issue price generally includes any pre-issuance accrued interest unless you exclude such amount from the issue price and treat a portion of the stated interest payable on the first Distribution Date as a return of that accrued interest rather than as an amount payable under the instrument.

In general, the stated redemption price is the sum of all distributions except for stated interest actually payable at least annually based on a single fixed rate, certain variable rates, or certain combinations of fixed and variable rates. For this purpose, the discussion below assumes that the sum of such distributions will be based on the “**Pricing Speed**”, which is the assumed rate of prepayment of the related Mortgages used in pricing the regular interests. The Pricing Speed that will be used in determining the rate of accrual of OID and market discount, if any, for federal income tax purposes is a formula that will combine CPR and CDR rates that will increase over time: (i) with respect to CPR, for Group H, 5.0% CPR for the first Distribution Date (that relates to the first Collection Period), increasing thereafter at a constant rate to 8.0% CPR for the 24th Distribution Date (that relates to the 24th Collection Period), after which it will remain constant; for Group M, 5.0% CPR for the first Distribution Date (that relates to the first Collection Period), increasing thereafter at a constant rate to 8.0% CPR for the 24th Distribution Date (that relates to the 24th Collection Period), after which it will remain constant; and for Group M55, 15.0% CPR; and (ii) with respect to CDR for all Groups, 0.0% CDR for the first Distribution Date (that relates to the first Collection Period), increasing thereafter at a constant rate until reaching 1.0% CDR for the 36th Distribution Date (that relates to the 36th Collection Period), after which it will remain constant, factoring in loss severity of 25%. Further, it will be assumed that the Optional Termination is exercised on the earliest possible Distribution Date, as described in this Offering Circular.

See “*Prepayment and Yield Considerations — Assumptions Relating to Declining Balances Tables, Cumulative Realized Losses Table and Yield Tables*”. A beneficial owner taking a contrary position to these assumptions should consult their tax advisor.

If the interval between the issue date and the first Distribution Date exceeds the interval between subsequent Distribution Dates, a portion of the interest distributions in all periods is included in the stated redemption price, unless a special rule relating to debt instruments with increasing rates of interest, described below, applies. The portion included in the stated redemption price is equal to the difference between (1) the stated interest rate for subsequent periods and (2) the effective rate of interest for the long first accrual period.

Under a *de minimis* rule, OID will be considered zero and all interest distributions will be excluded from the stated redemption price if the amount of the OID is less than 0.25% of the Class’s stated redemption price multiplied by the Class’s weighted average maturity. The weighted average maturity of a Guaranteed Exchangeable Certificate is computed based on the number of full years (*i.e.*, rounding down partial years) each distribution of principal is scheduled to be outstanding. The schedule of such distributions likely should be determined in accordance with the Pricing Speed.

Depending on the applicable issue prices, the Senior Upper-Tier Regular Interests corresponding to the Class HA, Class HV, Class MA, Class MV and Class M55D Certificates may be issued with OID. Because the Senior Upper-Tier Regular Interests corresponding to the Class HZ and Class MZ Certificates are not entitled to stated interest actually payable at least annually, the Class Coupons of such Classes will not be treated as qualified stated interest and will be added to the stated redemption price of such interests. Consequently, the Senior Upper-Tier Regular Interests corresponding to the Class HZ and Class MZ Certificates (in addition to the Class HA-IO, Class HB-IO, Class MA-IO and Class MB-IO Certificates) will be issued with OID.

The beneficial owner of a regular interest generally must include in income the OID accrued for each day on which the beneficial owner holds such interest, including the date of purchase, but excluding the date of disposition. The OID accruing on a regular interest in any period equals:

$$\text{PV End} + \text{Dist} - \text{PV Beg}$$

Where:

PV End = present value of all remaining distributions to be made as of the end of the accrual period;

Dist = distributions made during the accrual period includable in stated redemption price; and

PV Beg = present value of all remaining distributions as of the beginning of the accrual period.

The present value of the remaining distributions is calculated based on (1) the original yield to maturity of the regular interest, (2) events (including actual prepayments) that have occurred prior to the end of the period and (3) the Pricing Speed. For these purposes, the original yield to maturity of a regular interest will be calculated based on its issue price and assuming that it will be prepaid in all periods in accordance with the Pricing Speed. The OID accruing during any accrual period will then be divided by the number of days in the period to determine the daily portion of OID for each day.

The daily portions of OID generally will increase if prepayments on the Mortgage Loans exceed the Pricing Speed and decrease if prepayments are slower than the Pricing Speed. If the relative principal distribution priorities of a series of the regular interests change, any increase or decrease in the present value of the remaining distributions to be made on any such class will affect the computation of OID for the period in which the change in distribution priority occurs.

If OID accruing during any accrual period, computed as described above, is negative for any such period, you will be entitled to offset such amount only against future positive OID accruing from your regular interest, and Freddie Mac and the Securities Administrator intend to report income to the IRS in all cases in this manner. The treatment of such negative amounts is not entirely clear. For example, you may be entitled to deduct a loss to the extent that your remaining basis would exceed the maximum amount of future distributions to which you are entitled, assuming no further prepayments of the Mortgages (or, perhaps, assuming prepayments at a rate equal to the Pricing Speed). You

should consult your tax advisors regarding a regular interest that has a negative amount of OID during any accrual period.

If you are the initial purchaser of interests in two or more series of the regular interests, you should be aware that the OID regulations may treat such interests as a single debt instrument for purposes of such regulations.

If a subsequent beneficial owner of a regular interest acquires such regular interest for a price greater than its “adjusted issue price,” but less than its remaining stated redemption price, the daily portion for any day is reduced by an amount equal to the product of (1) such daily portion and (2) a fraction, the numerator of which is the amount by which the price exceeds the adjusted issue price and the denominator of which is the sum of the daily portions for such regular interest for all days on and after the date of purchase. The adjusted issue price of a regular interest on any given day is equal to its issue price, increased by all OID previously includable with respect to that interest and reduced by the amount of all previous distributions with respect to that interest included in its stated redemption price at maturity.

Market Discount

The market discount rules may also apply to the Senior Upper-Tier Regular Interests. Market discount with respect to a debt instrument that is issued with OID equals the excess of the adjusted issue price over your initial basis in the regular interest.

The Conference Committee Report accompanying the Tax Reform Act of 1986 provides that, until the Treasury Department issues regulations, market discount would accrue (a) on the basis of a constant interest rate (similar to the method described above for accruing OID) or (b) alternatively, in the ratio of OID accrued for the relevant period to the total remaining OID at the beginning of such period.

You generally must recognize accrued market discount as ordinary income to the extent of any distributions includable in the stated redemption price. Moreover, you generally must treat a portion of any gain on a sale or exchange as ordinary income to the extent of the accrued, but unrecognized, market discount to the date of disposition. Alternatively, you may elect to include market discount in income currently as it accrues on all market discount instruments that you acquire in that taxable year or after. You may revoke such an election only with the consent of the IRS.

In addition, the deduction for a portion of interest expense on any indebtedness that you incur or maintain in order to purchase or carry a regular interest purchased with market discount may be required to be deferred. The deferred portion would not exceed the portion of market discount that accrues but is not taken into income currently. Any such deferred interest expense is, in general, allowed as a deduction not later than the year in which the related market discount income is recognized.

Under a *de minimis* rule, market discount with respect to a regular interest will be considered to be zero if the amount of the market discount is less than 0.25% of the class’s stated redemption price multiplied by the class’s weighted average maturity. The weighted average maturity of a regular interest is computed based on the number of full years (*i.e.*, rounding down partial years) that each distribution of principal is scheduled to be outstanding. You should consult your tax advisors regarding the application of the market discount rules as well as the advisability of making any election with respect to market discount.

Premium

An interest in a Senior Upper-Tier Regular Interest, other than Senior Upper-Tier Regular Interests whose stated interest is partially or entirely included in their stated redemption prices, that is purchased at a cost (net of accrued interest) greater than its principal amount generally is considered to be purchased at a premium. You may elect under Code Section 171 to amortize such premium under the constant interest method, using the Pricing Speed. Such premium is an offset to interest income from an interest in a Guaranteed Exchangeable Certificate, rather than a separate interest deduction. In addition, the Committee Report indicates Congress intended that the methods for determining the accrual of market discount described above which are alternatives to accrual on the basis of a constant interest rate also will apply for purposes of amortizing bond premium on obligations such as the Senior Upper-Tier Regular Interests. An election made by you generally would apply to all your debt instruments, unless the election is

revoked with the IRS's consent. If your election to amortize bond premium was effective as of October 22, 1986, you may choose to have such election apply to obligations issued after September 27, 1985.

Constant Yield Election

The OID regulations allow you to elect to include in gross income all interest that accrues on a debt instrument by using the constant yield method. For purposes of this election, interest includes OID, de minimis market discount and market discount. You should consult your tax advisors regarding the advisability of making this election.

Sale or Exchange of the Guaranteed Exchangeable Certificates

A beneficial owner generally will recognize gain or loss upon sale or exchange of a Guaranteed Exchangeable Certificate equal to the difference, if any, between the amount received and its adjusted basis in the Guaranteed Exchangeable Certificate. A beneficial owner's adjusted basis in a Guaranteed Exchangeable Certificate generally will equal the cost of the Guaranteed Exchangeable Certificate, increased by income previously included and reduced (but not below zero) by previous distributions.

Subject to the discussion below, any gain or loss realized with respect to a Guaranteed Exchangeable Certificate generally will be capital gain or loss and will be long-term or short-term depending on how long the beneficial owner has held such Guaranteed Exchangeable Certificate. Such gain or loss will be ordinary income or loss (1) for a bank or thrift institution; and (2) to the extent of any accrued, but unrecognized, market discount or to the extent income recognized by you is less than the income that you would have recognized if the yield on such interest were 110% of the applicable federal rate under Code Section 1274(d).

Taxation of the MACR Certificates

General

The arrangement pursuant to which the MACR Certificates are created and administered (a “**MACR Pool**”) will be classified as a grantor trust under subpart E, part I of subchapter J of the Code. The interests in the Guaranteed Exchangeable Certificates that have been exchanged for MACR Certificates (including any exchanges effective on the date of issuance of the Guaranteed Exchangeable Certificates) will be the assets of the MACR Pool and the MACR Certificates will represent beneficial ownership of these interests in the Guaranteed Exchangeable Certificates.

Tax Accounting for MACR Certificates

A MACR Certificate will represent beneficial ownership of an interest in the related Guaranteed Exchangeable Certificates. You must allocate your basis in the MACR Certificate among the interests in the Guaranteed Exchangeable Certificates in accordance with their relative fair market values as of the time of acquisition. Beneficial owners of the MACR Certificates must tax account for their beneficial ownership interests in each of the underlying Exchangeable Certificates in the manner described above under “— *Taxation of the Guaranteed Exchangeable Certificates — Original Issue Discount*”. Similarly, on the sale of such a MACR Certificate, you must allocate the amount received on the sale among the interests in the Guaranteed Exchangeable Certificates underlying the MACR Certificates in accordance with their relative fair market values as of the time of sale. Gain or loss will be determined in the manner described above. See “— *Sale or Exchange of the Guaranteed Exchangeable Certificates*” above.

Where a MACR Certificate represents beneficial ownership of a disproportionate part of the principal and interest payments on one or more Guaranteed Exchangeable Certificates (a “**Strip**”), you will be treated as owning, pursuant to Code Section 1286, “stripped bonds” to the extent of your share of principal payments and “stripped coupons” to the extent of your share of interest payments on such Guaranteed Exchangeable Certificates. Although the tax treatment of a Strip is unclear, we intend to treat each Strip as a single debt instrument for purposes of information reporting. The IRS, however, could take a different position. For example, the IRS could contend that a Strip should be treated as a pro rata part of the Guaranteed Exchangeable Certificate to the extent that the Strip represents a pro rata portion of it, and “stripped bonds” or “stripped coupons” with respect to the remainder. You should consult your tax advisors regarding this matter.

We intend to report with respect to a MACR Certificate assuming that all payments on a Strip are included in the stated redemption price of the Strip. You should calculate OID with respect to each Strip and include it in ordinary income as it accrues, which may be prior to the receipt of cash attributable to such income, in accordance with a constant yield method that takes into account the compounding of interest. See “— *Taxation of Guaranteed Exchangeable Certificates — Original Issue Discount*” above. You should determine your yield to maturity based on your purchase price allocated to the Strip and on a schedule of payments projected using a prepayment assumption, and then make periodic adjustments to take into account actual prepayment experience. It is not clear whether the prepayment assumption you should use to calculate OID would be determined at the time of purchase of the Strip or would be the original Pricing Speed with respect to the related Guaranteed Exchangeable Certificate. You should consult your tax advisors regarding this matter. For purposes of information reporting relating to OID, we will use the original yield to maturity of the Strip determined as of the date of issuance of the Guaranteed Exchangeable Certificates, calculated based on the original Pricing Speed.

If OID accruing with respect to a Strip, computed as described above, is negative for any period, you will be entitled to offset such amount only against future positive OID accruing from such Strip, and we intend to report income in all cases in this manner. Although not entirely free from doubt, you may be entitled to deduct a loss to the extent that your remaining basis would exceed the maximum amount of future payments to which you are entitled with respect to such Strip, assuming no further prepayments of the Mortgage Loans (or, perhaps, assuming prepayments at a rate equal to the Pricing Speed). Although the issue is not free from doubt, all or a portion of such loss may be treated as a capital loss if you treat the Strip as a capital asset.

You will realize gain or loss on the sale of a Strip in an amount equal to the difference between the amount realized and your adjusted basis in the Strip. Your adjusted basis generally is equal to your allocated cost of the Strip, increased by income previously included, and reduced (but not below zero) by distributions previously received. Except as described below, any gain or loss on such sale will be capital gain or loss if you held your interest as a capital asset and will be long-term if the interest has been held for the long-term capital gain holding period (more than one year). Such gain or loss will be ordinary income or loss (1) for a bank or thrift institution or (2) to the extent income recognized by you is less than the income that would have been recognized if the yield on such interest were 110% of the applicable federal rate under Code Section 1274(d).

If you exchange a Guaranteed Exchangeable Certificate for several MACR Certificates and then sell one of the MACR Certificates, the sale will subject you to the coupon stripping rules of Code Section 1286. You must allocate your basis in the exchanged Guaranteed Exchangeable Certificate between the part of the Guaranteed Exchangeable Certificate underlying the MACR Certificate sold and the part of the Guaranteed Exchangeable Certificate underlying the MACR Certificates retained in proportion to their relative fair market values as of the date of such sale. You are treated as purchasing the interest retained for the amount of basis allocated to such interest. You must calculate OID with respect to the retained interest as described above.

Although the matter is not free from doubt, if you acquire in one transaction a combination of MACR Certificates that may be exchanged for a Guaranteed Exchangeable Certificate, you should be treated as owning the Guaranteed Exchangeable Certificate.

Exchanges of MACR Certificates and Guaranteed Exchangeable Certificates

An exchange of an interest in one or more Guaranteed Exchangeable Certificates for an interest in MACR Certificates, or vice versa, will not be a taxable exchange. After the exchange, you will be treated as continuing to own the interests in the Guaranteed Exchangeable Certificates that you owned immediately prior to the exchange.

Taxation of Certain Foreign Investors

Interest, including OID, distributable with respect to the Senior Upper-Tier Regular Interests to an investor that is a non-U.S. person not engaged in a U.S. trade or business will be considered “portfolio interest” and, therefore, will not be subject to the 30% federal withholding tax provided that the non-U.S. person provides an IRS Form W-8BEN or W-8BEN-E (or an acceptable substitute form), signed under penalties of perjury, identifying the investor and stating, among other things, that the investor in the Offered Certificate is a non-U.S. person. In the case of an Offered Certificate held by a foreign partnership or foreign trust, the form described in the preceding sentence must be provided by the partners or beneficiaries, as the case may be, rather than by the foreign partnership or foreign trust. If this form

is not provided, the 30% federal withholding tax may apply unless an income tax treaty reduces or eliminates such tax. If the interest is effectively connected with the conduct of a trade or business within the United States by a non-U.S. person and the non-U.S. person provides an IRS Form W-8ECI (or an acceptable substitute form), the interest distributions will not be subject to the 30% federal withholding tax. The non-U.S. person, however, will be subject to federal income tax at regular rates and non-U.S. persons that are corporations for federal income tax purposes may also be subject to an additional branch profits tax.

If you are an investor in an Offered Certificate and are a non-U.S. person, you should consult your tax advisors.

Backup Withholding

Distributions made on the Offered Certificates and proceeds from the sale of the Offered Certificates to or through certain brokers may be subject to a federal “backup” withholding tax on “reportable payments” (including interest accruals, OID and, under certain circumstances, distributions in reduction of principal amount) unless, in general, you comply with certain procedures or are an exempt recipient. Any amounts so withheld from distributions on the Offered Certificates would be refunded by the IRS or allowed as a credit against your federal income tax.

Reporting and Administrative Matters

Reports will be made to the IRS and to holders of record of the Offered Certificates that are not excepted from the reporting requirements.

Final regulations have been promulgated to implement the Foreign Account Tax Compliance Act (“**FATCA**”) provisions of the Hiring Incentive to Restore Employment Act. Investors should be aware that under the FATCA provisions and related administrative guidance, certain distributions in respect of the Offered Certificates after June 30, 2014 received by a non-U.S. entity may be subject to withholding of federal income tax at a rate of 30% if such non-U.S. entity fails to take the required steps to provide certain information regarding its “United States accounts” or its direct or indirect “substantial U.S. owners”. The required steps and the information to be provided will depend on whether the non-U.S. entity is considered a “foreign financial institution” for this purpose, and if an intergovernmental agreement exists between the United States and an applicable foreign country that may modify the applicable requirements. Investors should consult their tax advisors regarding the potential application and impact of the FATCA withholding rules based on their particular circumstances, including the applicability of any intergovernmental agreement modifying these rules.

Treasury Regulations require the Securities Administrator to file an annual information return with the IRS and to furnish to holders of the Certificates their respective shares of income and expenses with respect to their interests in the Grantor Trust.

The IRS has published final regulations that establish a reporting framework for interests in “widely held fixed investment trusts” and place the responsibility of reporting on the person in the ownership chain who holds an interest for a beneficial owner. A widely-held fixed investment trust is defined as an arrangement classified as an “investment trust” under Treasury Regulations Section 301.7701-4(c), in which any interest is held by a middleman, which includes, but is not limited to (i) a custodian of a person’s account, (ii) a nominee and (iii) a broker holding an interest for a customer in street name.

Under these regulations, the Securities Administrator will be required to file IRS Form 1099 (or any successor form) with the IRS with respect to holders of the Certificates who are not “exempt recipients” (a term that includes corporations, trusts, securities dealers, middlemen and certain other non-individuals) and do not hold such Certificates through a middleman, to report the trust’s gross income and, in certain circumstances, unless the Securities Administrator reports under the safe harbor as described in the last sentence of this paragraph, if any trust assets were disposed of or certificates are sold in secondary market sales, the portion of the gross proceeds relating to the trust assets that are attributable to such holder. The same requirements would be imposed on middlemen holding such Certificates on behalf of the related holders. Under certain circumstances, the Securities Administrator may report under the safe harbor for widely-held mortgage trusts, as such term is defined under Treasury Regulations Section 1.671-5.

These regulations also require that the Securities Administrator make available information regarding interest income and information necessary to compute any OID to (i) exempt recipients (including middlemen) and non-calendar year taxpayers, upon request, in accordance with the requirements of the regulations and (ii) applicable holders who do not hold their Certificates through a middleman. The information must be provided to parties specified in clause (i) on or before the later of the 44th day after the close of the calendar year to which the request relates and 28 days after the receipt of the request. The information must be provided to parties specified in clause (ii) on or before March 15 of the calendar year following the year for which the statement is being furnished.

Adoption of an Alternative Index

In the event that the Guarantor designates an alternative method or index in response to changes to, or the elimination of, LIBOR, the tax consequences with respect to the Certificates, if any, with Class Coupons based on LIBOR are unclear. Under general principles of federal income tax law, certain modifications of a debt instrument may cause a deemed exchange upon which gain or loss is realized if the modification constitutes a Significant Modification. In the absence of guidance from the IRS, it is possible that the designation of an alternative method or index could be treated as a Significant Modification, resulting in a deemed exchange upon which gain or loss may be realized. Proposed regulations on which we may rely were released on October 8, 2019 and pursuant to which a designation of an alternative method or index may not be treated as a Significant Modification if certain conditions are met. We intend to take reasonable efforts to meet such conditions, although no assurance can be given that the designation of an alternative method or index will not result in a Significant Modification of the Certificates, if any, with Class Coupons based on LIBOR. Holders are advised to consult their own tax advisors regarding the adoption of an alternative index.

STATE AND LOCAL TAX CONSIDERATIONS

In addition to the federal income tax consequences described in “*Certain Federal Income Tax Consequences*” above, potential investors should consider the state and local income tax consequences of the acquisition, ownership, and disposition of the Offered Certificates. State and local income tax law may differ substantially from the corresponding federal law, and this discussion does not purport to describe any aspect of the income tax laws of any state or local taxing jurisdiction. Therefore, potential investors should consult their own tax advisors with respect to the various tax consequences of investments in the Offered Certificates.

LEGAL INVESTMENT

If prospective investors’ investment activities are subject to investment laws and regulations, regulatory capital requirements or review by regulatory authorities, prospective investors may be subject to restrictions on investment in the Certificates. Prospective investors should consult legal, tax and accounting advisers for assistance in determining the suitability of and consequences of the purchase, ownership and sale of the Certificates.

None of the Seller, the Underwriters, the Trustee, the Servicer, the Custodian, the Guarantor, the Trust Agent or the Securities Administrator or any of their respective affiliates have made or will make any representation as to (i) the proper characterization of the Certificates for legal investment or other purposes, (ii) the ability of particular prospective investors to purchase Certificates for legal investment or other purposes or (iii) the ability of particular prospective investors to purchase Certificates under applicable investment restrictions. Without limiting the generality of the foregoing, none of the Issuer, the Underwriters, the Securities Administrator or any of their respective affiliates have made or will make any representation as to the characterization of the Certificates as a United States or non-United States investment under any state insurance code or related regulations. None of the Issuer, the Underwriters, the Securities Administrator or any of their respective affiliates are aware of any published precedent that addresses such characterization. There can be no assurance as to the nature of any advice or other action that may result from such consideration or the effect, if any, such advice or other action resulting from such consideration may have on the Certificates.

CERTAIN ERISA CONSIDERATIONS

A Department of Labor regulation provides that if an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 (“**ERISA**”) acquires a “guaranteed governmental mortgage pool certificate,” then, for purposes of the fiduciary responsibility and prohibited transaction provisions of ERISA and the Code, the plan’s assets include the certificate and all of its rights in the certificate, but do not, solely by reason of the plan’s holding of the certificate, include any of the mortgages underlying the certificate. Under this regulation, the term “guaranteed governmental mortgage pool certificate” includes a certificate “backed by, or evidencing an interest in, specified mortgages or participation interests therein” if Freddie Mac guarantees the interest and principal payable on the certificate.

The regulation makes it clear that Freddie Mac and other persons, in providing services for the assets in the pool, would not be subject to the fiduciary responsibility provisions of Title I of ERISA, or the prohibited transaction provisions of Section 406 of ERISA or Code Section 4975, merely by reason of the plan’s investment in a certificate.

The Offered Certificates should qualify as “guaranteed governmental mortgage pool certificates”.

Governmental plans and certain church plans, while not subject to the fiduciary responsibility provisions of ERISA or the prohibited transaction provisions of ERISA and the Code, may nevertheless be subject to local, state or other federal laws that are substantially similar to provisions of ERISA and the Code. Fiduciaries of any such plans should consult with their own legal advisors before purchasing Offered Certificates.

All employee benefit plan investors should consult with their legal advisors to determine whether the purchase, holding or resale of an Offered Certificate could give rise to a transaction that is prohibited or is not otherwise permissible under either ERISA or the Code.

In addition, because Freddie Mac, the Issuer, the Underwriters, the Custodian, the Securities Administrator, the Servicer, the Trust Agent (the “**Transaction Parties**”), or their respective affiliates, may receive certain benefits in connection with the sale or holding of the Offered Certificates, the purchase or holding of the Offered Certificates using “plan assets” of any Plan over which any of these parties or their affiliates has discretionary authority or control, or renders “investment advice” (within the meaning of Section 3(21) of ERISA and/or Section 4975 of the Code and applicable regulations) for a fee (direct or indirect) with respect to the assets of a Plan, or is the employer or other sponsor of a Plan, might be deemed to be a violation of the prohibited transaction provisions of Part 4, Subtitle B, Title I of ERISA or Section 4975 of the Code (or could otherwise constitute a violation of fiduciary responsibilities under Title I of ERISA). Accordingly, the Offered Certificates may not be purchased using the assets of any Plan if any Transaction Party or their respective affiliates has discretionary authority or control or renders investment advice for a fee with respect to the assets of the Plan, or is the employer or other sponsor of the Plan, unless an applicable prohibited transaction exemption is available (all of the conditions of which are satisfied) to cover the purchase and holding of the Offered Certificates or the transaction is not otherwise prohibited.

DISTRIBUTION ARRANGEMENTS

We will offer the Offered Certificates to or through the Underwriters under the terms and conditions set forth in the underwriting agreement, dated on or before the Closing Date (as amended, supplemented or replaced from time to time, the “**Underwriting Agreement**”), among us, Citigroup Global Markets Inc. (“**Citigroup**”) and J.P. Morgan Securities LLC (“**J.P. Morgan**”), under which Citigroup is acting for itself and as representative of BMO Capital Markets Corp. (“**BMO Capital Markets**”), in its capacity as an underwriter, BofA Securities, Inc. (“**BofA Securities**”), in its capacity as an underwriter, Nomura Securities International, Inc. (“**Nomura**”), in its capacity as an underwriter, R. Seelaus & Co., LLC, in its capacity as an underwriter, and Wells Fargo Securities, LLC (“**Wells Fargo Securities**”), in its capacity as an underwriter; provided that Wells Fargo Securities will not act as an underwriter with respect to the Class MA, Class MV and Class MZ Certificates. Citigroup, J.P. Morgan, BMO Capital Markets, BofA Securities, Nomura, R. Seelaus & Co., LLC and Wells Fargo Securities are collectively referred to as the “**Underwriters**”.

The Underwriters will be acting as Freddie Mac’s agents in the placing of the Offered Certificates and the Underwriters’ responsibility in this regard is limited to a “commercially reasonable best efforts” basis in placing the

Offered Certificates with no understanding, express or implied, on the Underwriters' part of a commitment to purchase or place the Offered Certificates. Freddie Mac will sell the Offered Certificates to each purchaser through the Underwriters as agents and the Underwriters will have no ownership interest in or title to the Offered Certificates prior to the purchase thereof by the purchasers and, in the event any such purchase is not consummated for any reason by a purchaser, will have no obligation to purchase any related Offered Certificates from Freddie Mac for their own accounts; *provided, however*, that the Underwriters will have the right, but will not be obligated to purchase Offered Certificates as principals for their own accounts or to facilitate the sale of any Offered Certificates to a purchaser by acting as initial purchaser. The Underwriting Agreement entitles the Underwriters or us to terminate such sale in certain circumstances before payment for the Offered Certificates is made to us. Except under certain circumstances, any Underwriter may sell the Offered Certificates it has purchased as principal to other dealers at a concession, in the form of a discount that other Underwriters receive. The concession may be all or a portion of the underwriting compensation. For a description of potential conflicts that exist among the parties involved in this transaction, see *"Risk Factors — Investment Factors and Risks Related to the Certificates — There May be Limited Liquidity of the Certificates, Which May Limit Investors' Ability to Sell the Certificates"*.

The Underwriting Agreement provides that Freddie Mac will be required to indemnify the Underwriters against certain civil liabilities under the Securities Act or contribute to payments to be made in respect of such liabilities.

The Underwriters may make a secondary market in the Certificates, but are not obligated to do so. There can be no assurance that a secondary market for the Certificates will develop or, if it does develop, that it will continue.

On the Closing Date, Freddie Mac, as sponsor of the securitization in which the Certificates are to be issued, will not retain credit risk pursuant to the provisions of the Risk Retention Rule governing residential single family securitizations because FHFA, as conservator and in furtherance of the goals of the conservatorship, has exercised its authority under Section 1234.12(f)(3) of the Risk Retention Rule to direct Freddie Mac to sell or otherwise hedge the credit risk that Freddie Mac otherwise would be required to retain under the Risk Retention Rule and has instructed Freddie Mac to take such action necessary to effect this outcome.

Price Stabilization

In connection with this offering, the Underwriters, acting directly or through affiliates, may engage in transactions that stabilize, maintain or otherwise affect the market price of the Offered Certificates. Such transactions may include stabilizing transactions pursuant to which the Underwriters, acting directly or through affiliates, may bid for or purchase Offered Certificates in the open market or otherwise for the purpose of stabilizing the market price of the Offered Certificates. An Underwriter, acting directly or through affiliates, may also create a short position for its account by selling more Offered Certificates in connection with the offering than it is committed to purchase from Freddie Mac, and in such case may purchase Offered Certificates in the open market following completion of the offering to cover all or a portion of such short position. Any of the transactions described in this paragraph may result in the maintenance of the price of the Offered Certificates at a level above that which might otherwise prevail in the open market. None of the transactions described in this paragraph is required, and if any are undertaken, they may be discontinued at any time.

The Underwriters and their respective affiliates may engage in transactions with, or perform services for, the Issuer and their respective affiliates in the ordinary course of business.

Delivery and Settlement

It is expected that delivery of the Offered Certificates to investors will be made in book-entry form through the Same-Day Funds Settlement System of DTC, which may include delivery through Clearstream and Euroclear on or about the Closing Date, against payment therefor in immediately available funds. See *"Description of the Certificates — Form, Registration and Transfer of the Certificates"*.

Limited Liquidity

There currently is a limited secondary market for the Offered Certificates, and there can be no assurance that such a market will continue, further develop or, if it does further develop, that it will provide investors with a sufficient level of liquidity of investment. The Underwriters will have no obligation to make a market in the Offered Certificates.

Even if an Underwriter engages in market-making activities with respect to the Offered Certificates, it may discontinue or limit such activities at any time. In addition, the liquidity of the Offered Certificates may be affected by present uncertainties and future unfavorable developments concerning legal investment. Consequently, prospective investors should be aware that they may be required to bear the financial risks of an investment in the Offered Certificates for an indefinite period of time. See *“Risk Factors — Investment Factors and Risks Related to the Certificates — There May be Limited Liquidity of the Certificates, Which May Limit Investors’ Ability to Sell the Certificates”*.

Selling Restrictions

The Offered Certificates may be offered and sold outside of the United States, within the United States or simultaneously outside of and within the United States, only where it is legal to make such offers and sales. See *“Appendix B — Selling Restrictions”* for more information.

Notice to Canadian Investors

The Offered Certificates may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Offered Certificates must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Offering Circular (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser’s province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser’s province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 (or, in the case of securities issued or guaranteed by the government of a Non-Canadian jurisdiction, section 3A.4) of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the Underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

RATINGS

It is a condition to the issuance of the Certificates that the Class M Certificates receive from the Rating Agencies the ratings identified for such Class of Certificates on page 7 of this Offering Circular. The Guaranteed Certificates, Mortgage Insurance Certificate, Class B Certificates, Class A-IO Certificates, Class B-IO Certificates, Class XS-IO Certificates, Class BX Certificates, Class BXS Certificates, Class BBIO Certificates and Residual Certificates will not be rated by the Rating Agencies. The ratings assigned to the Rated Certificates will be subject to ongoing monitoring, upgrades, downgrades, withdrawals and surveillance by the Rating Agencies after the date of issuance of such Certificates.

With regard to DBRS, each rating addresses the likelihood of (i) the ultimate payment of principal and (ii) in the case of any Rated Certificates rated in the highest or second highest rating category by DBRS, the timely payment of interest and in the case of all other Certificates rated by DBRS, the ultimate payment of interest, in each case on the Class of Rated Certificates. With regard to Fitch, the ratings address the expected loss to investors by the legal final maturity. The ratings of the Rated Certificates should be evaluated independently from similar ratings on other types of securities. The ratings are not a recommendation to buy, sell or hold the Rated Certificates and may be subject to revision or withdrawal at any time by the Rating Agencies.

In addition, the ratings do not address: (i) the likelihood, timing, or frequency of prepayments (both voluntary and involuntary) on the Mortgage Loans and their impact on interest payments or the degree to which such prepayments might differ from those originally anticipated, (ii) the possibility that a Certificateholder might suffer a lower than anticipated yield, (iii) the tax treatment of the Rated Certificates or the effect of taxes on the payments

received, (iv) the likelihood or willingness of the parties to the respective agreements to meet their contractual obligations or the likelihood or willingness of any party or court to enforce, or hold enforceable, the agreements in whole or in part, (v) an assessment of the yield to maturity that investors may experience, or (vi) other non-credit risks, including, without limitation, market risks or liquidity.

The ratings take into consideration certain credit risks with respect to the Mortgage Loans. However, as noted above, the ratings do not represent an assessment of the likelihood, timing or frequency of principal prepayments (both voluntary and involuntary) on the Mortgage Loans, or the degree to which such prepayments might differ from those originally anticipated. In general, the ratings address credit risk and not prepayment risk. In addition, the ratings do not represent an assessment of the yield to maturity that investors may experience in the event of Realized Losses or rapid prepayments on the Mortgage Loans (including both voluntary and involuntary prepayments).

In light of the outbreak of the COVID-19 pandemic, it is possible that a Rating Agency could revise its models and ratings methodology (including its ratings or outlooks with respect to the various transaction parties) and, following the Closing Date, downgrade its ratings on the Class M Certificates which were not subject to such models or methodology as part of the initial ratings process.

Other NRSROs that we have not engaged to rate the Rated Certificates may issue unsolicited credit ratings or provide commentary on one or more Classes of the Certificates, relying on information they receive pursuant to Rule 17g-5 or otherwise. If any such unsolicited ratings are issued, we cannot assure you that they will not be different from the ratings assigned by the Rating Agencies, and if lower than a Rating Agency's ratings, whether such unsolicited ratings will have an adverse impact on the liquidity, market value and regulatory characteristics of such Certificates. Further, a determination by the SEC that one or both of the Rating Agencies no longer qualify as NRSROs or are no longer qualified to rate the Rated Certificates, could adversely affect the liquidity, market value and regulatory characteristics of the Rated Certificates. See "*Risk Factors — Investment Factors and Risks Related to the Certificates*".

LEGAL MATTERS

Freddie Mac's General Counsel or one of its Deputy General Counsels will render an opinion on the legality of the Offered Certificates. Certain tax matters with respect to the Offered Certificates will be passed upon for the Issuer by Shearman & Sterling LLP.

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SCHEDULE I

**AVAILABLE COMBINATIONS OF EXCHANGEABLE CERTIFICATES
AND MACR CERTIFICATES**

Combination		Class of Exchangeable Certificates	Initial Class Principal Amount or Class Notional Amount ⁽¹⁾	Exchange Proportions	Class of MACR Certificates	Maximum Initial Class Principal Amount or Class Notional Amount ⁽¹⁾	Class Coupon	Exchange Proportions	CUSIP Number
1	{	HA HV HZ	\$ 58,650,000 9,774,000 9,774,000	75.0019182076% 12.4990408962% 12.4990408962%	HT	\$ 78,198,000	2.000%	100.00%	35563PQB8
2	{	HA HA-IO	\$ 58,650,000 7,331,250 ⁽²⁾	100.00% 12.50% ⁽²⁾	HAU	\$ 58,650,000	2.500%	100.00%	35563PQH5
3	{	HV HZ	\$ 9,774,000 9,774,000	50.00% 50.00%	HB	\$ 19,548,000	2.000%	100.00%	35563PQD4
4	{	HV HZ HB-IO	\$ 9,774,000 9,774,000 2,443,500 ⁽²⁾	50.00% 50.00% 12.50% ⁽²⁾	HBU	\$ 19,548,000	2.500%	100.00%	35563PQJ1
5	{	HA HV HZ HA-IO HB-IO	\$ 58,650,000 9,774,000 9,774,000 7,331,250 ⁽²⁾ 2,443,500 ⁽²⁾	75.0019182076% 12.4990408962% 12.4990408962% 9.3752397760% ⁽²⁾ 3.1247602240% ⁽²⁾	HTU	\$ 78,198,000	2.500%	100.00%	35563PQG7
6	{	HA-IO HB-IO	\$ 14,662,500 ⁽²⁾ 4,887,000 ⁽²⁾	75.0019182076% ⁽²⁾ 24.9980817924% ⁽²⁾	HT-IO	\$ 19,549,500 ⁽²⁾	4.000%	100.00% ⁽²⁾	35563PQK8
7	{	MA MA-IO	\$ 860,188,000 107,523,500 ⁽²⁾	100.00% 12.50% ⁽²⁾	MAU	\$ 860,188,000	2.500%	100.00%	35563PQS1
8	{	MV MZ MB-IO	\$ 143,364,000 143,364,000 35,841,000 ⁽²⁾	50.00% 50.00% 12.50% ⁽²⁾	MBU	\$ 286,728,000	2.500%	100.00%	35563PQT9
9	{	MA MV MZ MA-IO MB-IO	\$ 860,188,000 143,364,000 143,364,000 107,523,500 ⁽²⁾ 35,841,000 ⁽²⁾	75.0000871903% 12.4999564048% 12.4999564048% 9.3750108988% ⁽²⁾ 3.1249891012% ⁽²⁾	MTU	\$ 1,146,916,000	2.500%	100.00%	35563PQR3
10	{	MA MV MZ	\$ 860,188,000 143,364,000 143,364,000	75.0000871903% 12.4999564048% 12.4999564048%	MT	\$ 1,146,916,000	2.000%	100.00%	35563PQN2
11	{	MA-IO MB-IO	\$ 322,570,500 ⁽²⁾ 107,523,000 ⁽²⁾	75.0000871903% ⁽²⁾ 24.9999128097% ⁽²⁾	MT-IO	\$ 430,093,500 ⁽²⁾	4.000%	100.00% ⁽²⁾	35563PQU6
12	{	MV MZ	\$ 143,364,000 143,364,000	50.00% 50.00%	MB	\$ 286,728,000	2.000%	100.00%	35563PQQ5
13	{	M55D	\$ 143,099,000	100.00%	M55H M55I	\$ 143,099,000 35,774,750 ⁽²⁾	2.500% 6.000%	100.00% 25.00% ⁽²⁾	35563PRC5 35563PRD3
14	{	M55H ⁽⁹⁾ M55I ⁽⁹⁾	\$ 143,099,000 11,924,917 ⁽²⁾	100.00% 8.3333335663% ⁽²⁾	M55G	\$ 143,099,000	3.000%	100.00%	35563PRB7
15	{	M55H ⁽⁹⁾ M55I ⁽⁹⁾	\$ 143,099,000 23,849,833 ⁽²⁾	100.00% 16.6666664337% ⁽²⁾	M55E	\$ 143,099,000	3.500%	100.00%	35563PRA9
16	{	B A-IO B-IO	\$ 120,309,155 1,368,213,000 ⁽²⁾ 204,446,155 ⁽²⁾	100.00% 86.9999704418% ⁽²⁾⁽¹⁰⁾ 13.0000295582% ⁽²⁾⁽¹⁰⁾	BX	\$ 120,309,155 ⁽³⁾	⁽⁴⁾	100.00%	35563PRK7

Combination	Class of Exchangeable Certificates	Initial Class Principal Amount or Class Notional Amount ⁽¹⁾	Exchange Proportions	Class of MACR Certificates	Maximum Initial Class Principal Amount or Class Notional Amount ⁽¹⁾	Class Coupon	Exchange Proportions	CUSIP Number
17	B	\$ 120,309,155	100.00%	BBIO	\$ 120,309,155 ⁽⁵⁾	⁽⁶⁾	100.00%	35563PRL5
	B-IO	204,446,155 ⁽²⁾	100.00% ⁽²⁾⁽¹⁰⁾					
18	B	\$ 120,309,155	100.00%	BXS	\$ 120,309,155 ⁽⁷⁾	⁽⁸⁾	100.00%	35563PRM3
	A-IO	1,368,213,000 ⁽²⁾	43.4999852209% ⁽²⁾⁽¹⁰⁾					
	B-IO	204,446,155 ⁽²⁾	6.5000147791% ⁽²⁾⁽¹⁰⁾					
	XS-IO	1,572,659,155 ⁽²⁾	50.00% ⁽²⁾⁽¹⁰⁾					

- (1) Exchangeable Certificates and/or MACR Certificates in any combination shown above may be exchanged only in the proportion that the maximum *initial* Class Principal Amounts or *initial* Class Notional Amounts, as applicable, of such Certificates bear to one another as shown above.
- (2) Represents an *initial* Class Notional Amount or a percentage of an *initial* Class Notional Amount.
- (3) The Class BX Certificates will have a Class Principal Amount equal to the outstanding Class Principal Amount of the portions of the Class B Certificates that were so exchanged. Additionally, the Class BX Certificates will have a Class Notional Amount equal to the aggregate outstanding Class Notional Amount of the portions of the Class A-IO and Class B-IO Certificates that were so exchanged. On the Closing Date, the maximum initial Class Principal Amount of the Class BX Certificates will be \$120,309,155 and the maximum initial Class Notional Amount of the Class BX Certificates will be \$1,572,659,155.
- (4) The Class Coupon of the Class BX Certificates for each Distribution Date will be a per annum rate equal to 12 times (a) the aggregate Interest Accrual Portion of the Interest Distribution Amount otherwise payable to the portions of the Class A-IO and Class B-IO Certificates that were exchanged for the Class BX Certificates divided by (b)(i) for so long as the Class Principal Amount of the Class BX Certificates is greater than zero, the outstanding Class Principal Amount of the Class BX Certificates immediately before that Distribution Date or (ii) for so long as the Class Principal Amount of the Class BX Certificates is zero and the Class Notional Amount of the Class BX Certificates is greater than zero, the outstanding Class Notional Amount of the Class BX Certificates immediately before that Distribution Date. The initial Class Coupon of the Class BX Certificates with respect to the first Distribution Date will be approximately 5.93007% per annum.
- (5) The Class BBIO Certificates will have a Class Principal Amount equal to the outstanding Class Principal Amount of the portions of the Class B Certificates that were so exchanged. Additionally, the Class BBIO Certificates will have a Class Notional Amount equal to the outstanding Class Notional Amount of the portions of the Class B-IO Certificates that were so exchanged. On the Closing Date, the maximum initial Class Principal Amount of the Class BBIO Certificates will be \$120,309,155 and the maximum initial Class Notional Amount of the Class BBIO Certificates will be \$204,446,155.
- (6) The Class Coupon of the Class BBIO Certificates for each Distribution Date will be a per annum rate equal to 12 times (a) the Interest Accrual Portion of the Interest Distribution Amount otherwise payable to the portions of the Class B-IO Certificates that were exchanged for the Class BBIO Certificates divided by (b)(i) for so long as the Class Principal Amount of the Class BBIO Certificates is greater than zero, the outstanding Class Principal Amount of the Class BBIO Certificates immediately before that Distribution Date or (ii) for so long as the Class Principal Amount of the Class BBIO Certificates is zero and the Class Notional Amount of the Class BBIO Certificates is greater than zero, the outstanding Class Notional Amount of the Class BBIO Certificates immediately before that Distribution Date. The initial Class Coupon of the Class BBIO Certificates with respect to the first Distribution Date will be approximately 3.39465% per annum.
- (7) The Class BXS Certificates will have a Class Principal Amount equal to the outstanding Class Principal Amount of the portions of the Class B Certificates that were so exchanged. Additionally, the Class BXS Certificates will have a Class Notional Amount equal to the aggregate outstanding Class Notional Amount of the portions of the Class A-IO, Class B-IO and Class XS-IO Certificates that were so exchanged. On the Closing Date, the maximum initial Class Principal Amount of the Class BXS Certificates will be \$120,309,155 and the maximum initial Class Notional Amount of the Class BXS Certificates will be \$3,145,318,310.
- (8) The Class Coupon of the Class BXS Certificates for each Distribution Date will be a per annum rate equal to 12 times (a) the aggregate Interest Accrual Portion of the Interest Distribution Amount otherwise payable to the portions of the Class A-IO, Class B-IO and Class XS-IO Certificates that were exchanged for the Class BXS Certificates divided by (b)(i) for so long as the Class Principal Amount of the Class BXS Certificates is greater than zero, the outstanding Class Principal Amount of the Class BXS Certificates immediately before that Distribution Date or (ii) for so long as the Class Principal Amount of the Class BXS Certificates is zero and the Class Notional Amount of the Class BXS Certificates is greater than zero, the outstanding Class Notional Amount of the Class BXS Certificates immediately before that Distribution Date. The initial Class Coupon of the Class BXS Certificates with respect to the first Distribution Date will be approximately 6.84510% per annum.
- (9) MACR Class.
- (10) This exchange proportion represents the percentage of contribution to the maximum *initial* Class Notional Amount of the related class of MACR Certificates. For the avoidance of doubt, the *initial* Class Notional Amount of the Exchangeable Certificates may be exchanged only in proportion to the *initial* Class Principal Amount of the Class B Certificates as shown in this combination.

Appendix A

The Mortgage Pool as of the Cut-Off Date

Loan Type of Mortgage Loans

Loan Type at Modification	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Fixed-Rate***	7,894	1,226,155,865	77.97	155,328	92,337,511	4.612	463	401	652	67
Step-Rate	1,808	346,503,290	22.03	191,650	75,682,229	3.991	434	337	673	64
Total/Weighted Average:	9,702	1,572,659,156	100.00	162,096	168,019,740	4.492	456	387	656	66

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

*** Non-Modified Loans are included in Fixed-Rate.

Loan Type of Mortgage Loans — Group H

Loan Type at Modification	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Step-Rate	450	89,882,708	100.00	199,739	11,571,170	3.030	430	367	663	69
Total/Weighted Average:	450	89,882,708	100.00	199,739	11,571,170	3.030	430	367	663	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Loan Type of Mortgage Loans — Group M

Loan Type at Modification	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Fixed-Rate***	6,132	1,061,715,076	80.54	173,143	92,337,511	4.297	465	408	653	70
Step-Rate	1,357	256,579,697	19.46	189,079	64,111,059	4.381	435	327	676	63
Total/Weighted Average:	7,489	1,318,294,773	100.00	176,031	156,448,570	4.311	459	392	658	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

*** Non-Modified Loans are included in Fixed-Rate.

Loan Type of Mortgage Loans — Group M55

Loan Type at Modification	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Fixed-Rate***	1,762	164,440,789	99.98	93,326	0	6.473	448	356	643	47
Step-Rate	1	40,886	0.02	40,886	0	6.000	318	182	632	53
Total/Weighted Average:	1,763	164,481,675	100.00	93,296	0	6.473	448	356	643	47

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

*** Non-Modified Loans are included in Fixed-Rate.

Unpaid Principal Balance of Mortgage Loans

Range of Unpaid Principal Balance (\$)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
0.01 to 50,000.00.....	906	30,417,590	1.93	33,573	537,075	5.954	400	290	638	33
50,000.01 to 100,000.00	2,157	163,070,727	10.37	75,601	7,138,565	5.093	435	355	645	51
100,000.01 to 150,000.00	2,128	263,308,368	16.74	123,735	18,035,934	4.645	446	375	649	59
150,000.01 to 200,000.00	1,608	279,447,955	17.77	173,786	26,688,770	4.441	456	389	655	66
200,000.01 to 250,000.00	1,091	243,317,476	15.47	223,022	26,028,240	4.373	460	394	655	68
250,000.01 to 300,000.00	763	208,360,144	13.25	273,080	26,037,998	4.311	462	395	663	71
300,000.01 to 350,000.00	526	170,427,395	10.84	324,006	22,984,857	4.200	463	398	665	74
350,000.01 to 400,000.00	304	113,318,014	7.21	372,757	19,042,485	4.230	476	411	666	75
400,000.01 to 450,000.00	124	52,182,113	3.32	420,823	10,636,944	4.161	469	404	675	79
450,000.01 to 500,000.00	49	23,080,622	1.47	471,033	4,892,876	4.010	478	414	649	87
Greater than or equal to 500,000.01	46	25,728,751	1.64	559,321	5,995,996	3.870	477	416	668	99
Total/Weighted Average:	9,702	1,572,659,156	100.00	162,096	168,019,740	4.492	456	387	656	66

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Unpaid Principal Balance of Mortgage Loans — Group H

Range of Unpaid Principal Balance (\$)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
0.01 to 50,000.00.....	22	675,451	0.75	30,702	33,258	3.009	256	192	634	24
50,000.01 to 100,000.00	78	5,906,858	6.57	75,729	316,524	3.104	352	288	648	48
100,000.01 to 150,000.00	92	11,517,023	12.81	125,185	590,666	3.138	375	311	657	53
150,000.01 to 200,000.00	63	11,233,321	12.50	178,307	1,538,414	3.089	440	375	658	63
200,000.01 to 250,000.00	61	13,613,057	15.15	223,165	1,402,952	3.128	433	368	662	66
250,000.01 to 300,000.00	46	12,565,024	13.98	273,153	1,838,641	2.987	446	381	669	71
300,000.01 to 350,000.00	31	10,152,417	11.30	327,497	1,476,165	2.861	433	372	667	75
350,000.01 to 400,000.00	28	10,401,859	11.57	371,495	1,876,773	3.024	471	407	678	81
400,000.01 to 450,000.00	12	5,000,754	5.56	416,730	633,688	3.196	448	382	640	69
450,000.01 to 500,000.00	8	3,772,338	4.20	471,542	871,394	3.049	480	416	641	99
Greater than or equal to 500,000.01	9	5,044,606	5.61	560,512	992,695	2.495	463	403	693	89
Total/Weighted Average:	450	89,882,708	100.00	199,739	11,571,170	3.030	430	367	663	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Unpaid Principal Balance of Mortgage Loans — Group M

Range of Unpaid Principal Balance (\$)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
0.01 to 50,000.00.....	387	13,486,734	1.02	34,849	503,817	4.828	401	307	638	34
50,000.01 to 100,000.00	1,403	107,945,127	8.19	76,939	6,822,041	4.451	438	365	646	55
100,000.01 to 150,000.00	1,723	213,865,594	16.22	124,124	17,445,268	4.394	449	382	651	62
150,000.01 to 200,000.00	1,413	245,570,314	18.63	173,794	25,150,356	4.308	457	392	655	67
200,000.01 to 250,000.00	958	213,780,788	16.22	223,153	24,625,289	4.292	461	396	655	70
250,000.01 to 300,000.00	674	184,190,665	13.97	273,280	24,199,357	4.262	463	397	664	72
300,000.01 to 350,000.00	481	155,719,980	11.81	323,742	21,508,691	4.224	465	399	665	74
350,000.01 to 400,000.00	264	98,416,751	7.47	372,791	17,165,712	4.243	476	410	665	76
400,000.01 to 450,000.00	109	45,886,206	3.48	420,974	10,003,256	4.201	471	406	678	81
450,000.01 to 500,000.00	41	19,308,285	1.46	470,934	4,021,482	4.192	478	414	651	85
Greater than or equal to 500,000.01	36	20,124,329	1.53	559,009	5,003,301	4.141	480	420	661	102
Total/Weighted Average:	7,489	1,318,294,773	100.00	176,031	156,448,570	4.311	459	392	658	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Unpaid Principal Balance of Mortgage Loans — Group M55

Range of Unpaid Principal Balance (\$)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
0.01 to 50,000.00.....	497	16,255,405	9.88	32,707	0	6.969	408	280	639	32
50,000.01 to 100,000.00.....	676	49,218,742	29.92	72,809	0	6.637	441	342	643	44
100,000.01 to 150,000.00.....	313	37,925,751	23.06	121,169	0	6.379	446	356	636	49
150,000.01 to 200,000.00.....	132	22,644,320	13.77	171,548	0	6.322	452	367	643	52
200,000.01 to 250,000.00.....	72	15,923,631	9.68	221,162	0	6.286	471	395	650	52
250,000.01 to 300,000.00.....	43	11,604,455	7.06	269,871	0	6.212	458	384	644	51
300,000.01 to 350,000.00.....	14	4,554,999	2.77	325,357	0	6.039	480	404	653	57
350,000.01 to 400,000.00.....	12	4,499,404	2.74	374,950	0	6.285	480	442	651	47
400,000.01 to 450,000.00.....	3	1,295,153	0.79	431,718	0	6.295	468	401	674	61
Greater than or equal to 500,000.01.....	1	559,815	0.34	559,815	0	6.500	480	367	701	57
Total/Weighted Average:	1,763	164,481,675	100.00	93,296	0	6.473	448	356	643	47

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Initial Principal Forbearance Amount of Mortgage Loans

Range of Initial Principal Forbearance Amounts (\$)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
None.....	6,135	867,134,990	55.14	141,342	0	4.649	439	374	654	57
0.01 to 50,000.00.....	2,386	376,710,815	23.95	157,884	45,886,150	4.297	476	404	648	70
50,000.01 to 100,000.00.....	784	195,214,689	12.41	248,998	55,168,757	4.165	477	406	668	82
100,000.01 to 150,000.00.....	221	72,278,593	4.60	327,052	26,863,388	4.103	476	403	677	91
150,000.01 to 200,000.00.....	80	26,015,219	1.65	325,190	13,638,867	4.058	479	391	679	102
200,000.01 to 250,000.00.....	46	15,498,059	0.99	336,914	10,186,291	4.137	479	381	686	88
250,000.01 to 300,000.00.....	18	6,555,571	0.42	364,198	4,872,140	4.289	480	376	682	92
300,000.01 to 350,000.00.....	19	7,196,054	0.46	378,740	6,232,975	4.977	480	357	691	73
350,000.01 to 400,000.00.....	8	3,704,967	0.24	463,121	3,018,993	4.428	480	372	722	91
400,000.01 to 450,000.00.....	4	1,819,706	0.12	454,927	1,650,294	4.980	480	358	579	77
Greater than or equal to 500,000.01.....	1	530,494	0.03	530,494	501,884	5.250	480	359	680	86
Total/Weighted Average:	9,702	1,572,659,156	100.00	162,096	168,019,740	4.492	456	387	656	66

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Initial Principal Forbearance Amount of Mortgage Loans — Group H

Range of Initial Principal Forbearance Amounts (\$)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
None.....	240	36,692,298	40.82	152,885	0	3.074	359	296	667	58
0.01 to 50,000.00.....	122	25,165,820	28.00	206,277	3,060,814	3.018	480	416	652	64
50,000.01 to 100,000.00.....	55	15,120,435	16.82	274,917	3,863,534	2.980	478	415	670	75
100,000.01 to 150,000.00.....	22	7,851,185	8.73	356,872	2,584,696	2.954	480	415	674	96
150,000.01 to 200,000.00.....	7	3,145,819	3.50	449,403	1,182,450	2.785	480	418	627	111
200,000.01 to 250,000.00.....	4	1,907,152	2.12	476,788	879,676	3.136	480	410	705	118
Total/Weighted Average:	450	89,882,708	100.00	199,739	11,571,170	3.030	430	367	663	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Initial Principal Forbearance Amount of Mortgage Loans — Group M

Range of Initial Principal Forbearance Amounts (\$)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
None.....	4,132	665,961,017	50.52	161,172	0	4.285	442	383	656	60
0.01 to 50,000.00.....	2,264	351,544,995	26.67	155,276	42,825,336	4.388	476	404	647	71
50,000.01 to 100,000.00.....	729	180,094,254	13.66	247,043	51,305,222	4.269	477	405	668	83
100,000.01 to 150,000.00.....	199	64,427,408	4.89	323,756	24,278,693	4.254	475	401	677	90
150,000.01 to 200,000.00.....	73	22,869,400	1.73	313,279	12,456,417	4.298	479	387	686	100
200,000.01 to 250,000.00.....	42	13,590,907	1.03	323,593	9,306,616	4.377	478	377	684	83
250,000.01 to 300,000.00.....	18	6,555,571	0.50	364,198	4,872,140	4.289	480	376	682	92
300,000.01 to 350,000.00.....	19	7,196,054	0.55	378,740	6,232,975	4.977	480	357	691	73
350,000.01 to 400,000.00.....	8	3,704,967	0.28	463,121	3,018,993	4.428	480	372	722	91
400,000.01 to 450,000.00.....	4	1,819,706	0.14	454,927	1,650,294	4.980	480	358	579	77
Greater than or equal to 500,000.01..	1	530,494	0.04	530,494	501,884	5.250	480	359	680	86
Total/Weighted Average:	7,489	1,318,294,773	100.00	176,031	156,448,570	4.311	459	392	658	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Initial Principal Forbearance Amount of Mortgage Loans — Group M55

Range of Initial Principal Forbearance Amounts (\$)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
None	1,763	164,481,675	100.00	93,296	0	6.473	448	356	643	47
Total/Weighted Average:	1,763	164,481,675	100.00	93,296	0	6.473	448	356	643	47

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

AVM Current Loan-to-Value of Mortgage Loans

Range of AVM Current Loan-to-Value (%)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Less than or equal to 50	3,387	363,544,353	23.12	107,335	11,059,166	4.986	429	347	653	39
51 to 60	1,833	292,547,782	18.60	159,601	16,562,310	4.617	449	378	658	56
61 to 70	1,708	314,608,729	20.00	184,197	29,808,623	4.367	462	395	655	66
71 to 80	1,206	241,664,283	15.37	200,385	30,859,085	4.202	468	405	658	75
81 to 90	756	163,100,355	10.37	215,741	29,556,787	4.178	473	412	659	85
91 to 100.....	385	88,276,423	5.61	229,289	18,710,280	4.068	473	415	660	95
101 to 110.....	193	46,969,104	2.99	243,363	12,113,159	4.020	474	416	661	105
111 to 120.....	117	29,006,308	1.84	247,917	7,816,437	3.981	479	423	653	115
121 to 130.....	54	14,869,198	0.95	275,356	4,788,480	4.005	479	423	657	125
131 to 140.....	23	6,188,316	0.39	269,057	2,124,751	3.697	477	424	674	133
141 to 150.....	13	3,475,948	0.22	267,381	1,250,819	3.635	479	423	663	145
Greater than or equal to 151...	27	8,408,357	0.53	311,421	3,369,844	4.060	477	430	659	172
Total/Weighted Average:	9,702	1,572,659,156	100.00	162,096	168,019,740	4.492	456	387	656	66

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

AVM Current Loan-to-Value of Mortgage Loans — Group H

Range of AVM Current Loan-to-Value (%)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Less than or equal to 50	169	23,583,975	26.24	139,550	1,438,386	3.217	385	318	655	39
51 to 60	75	14,141,076	15.73	188,548	1,318,139	3.037	421	357	671	56
61 to 70	71	15,944,240	17.74	224,567	1,470,026	3.042	439	376	659	65
71 to 80	49	11,372,802	12.65	232,098	1,255,315	2.912	449	388	670	75
81 to 90	25	6,791,742	7.56	271,670	1,106,749	2.875	461	400	665	85
91 to 100.....	25	6,615,704	7.36	264,628	1,464,978	2.813	453	393	676	95
101 to 110.....	14	4,514,213	5.02	322,444	1,027,164	2.802	462	400	660	104
111 to 120.....	7	2,126,830	2.37	303,833	642,833	2.696	480	421	650	116
121 to 130.....	4	1,065,033	1.18	266,258	520,900	3.257	477	405	705	124
131 to 140.....	5	1,875,281	2.09	375,056	606,599	3.000	480	413	653	134
141 to 150.....	4	1,226,014	1.36	306,504	393,414	3.188	478	410	676	144
Greater than or equal to 151...	2	625,798	0.70	312,899	326,668	2.551	480	425	595	161
Total/Weighted Average:	450	89,882,708	100.00	199,739	11,571,170	3.030	430	367	663	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

AVM Current Loan-to-Value of Mortgage Loans — Group M

Range of AVM Current Loan-to-Value (%)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Less than or equal to 50	1,996	242,610,505	18.40	121,548	9,620,780	4.511	429	351	657	40
51 to 60	1,422	237,828,703	18.04	167,249	15,244,171	4.387	449	379	660	56
61 to 70	1,492	280,180,944	21.25	187,789	28,338,597	4.290	463	397	655	66
71 to 80	1,117	225,271,306	17.09	201,675	29,603,770	4.215	469	407	657	75
81 to 90	716	154,161,409	11.69	215,309	28,450,038	4.197	473	413	658	85
91 to 100.....	356	80,896,438	6.14	227,237	17,245,302	4.140	475	417	659	95
101 to 110.....	179	42,454,891	3.22	237,178	11,085,995	4.156	475	418	662	105
111 to 120.....	110	26,879,478	2.04	244,359	7,173,604	4.077	479	423	653	115
121 to 130.....	50	13,804,166	1.05	276,083	4,267,580	4.048	479	424	654	125
131 to 140.....	18	4,313,035	0.33	239,613	1,518,152	4.014	475	429	683	133
141 to 150.....	9	2,249,934	0.17	249,993	857,405	3.902	480	431	656	145
Greater than or equal to 151...	24	7,643,964	0.58	318,499	3,043,176	4.051	480	433	664	173
Total/Weighted Average:	7,489	1,318,294,773	100.00	176,031	156,448,570	4.311	459	392	658	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

AVM Current Loan-to-Value of Mortgage Loans — Group M55

Range of AVM Current Loan-to-Value (%)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Less than or equal to 50	1,222	97,349,873	59.19	79,664	0	6.526	441	341	643	37
51 to 60	336	40,578,003	24.67	120,768	0	6.374	456	381	640	55
61 to 70	145	18,483,545	11.24	127,473	0	6.452	463	383	639	65
71 to 80	40	5,020,174	3.05	125,504	0	6.296	455	353	648	74
81 to 90	15	2,147,204	1.31	143,147	0	6.486	464	335	700	84
91 to 100.....	4	764,281	0.46	191,070	0	6.505	431	317	675	94
Greater than or equal to 101...	1	138,595	0.08	138,595	0	7.625	279	255	655	173
Total/Weighted Average:	1,763	164,481,675	100.00	93,296	0	6.473	448	356	643	47

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Current Mortgage Rate of Mortgage Loans

Range of Current Mortgage Rates (%)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Less than or equal to 2.500	181	33,655,876	2.14	185,944	4,594,439	2.011	437	386	661	70
2.501 to 3.000.....	198	43,719,134	2.78	220,804	6,046,529	2.992	439	375	665	73
3.001 to 3.500.....	553	101,218,131	6.44	183,035	8,743,296	3.444	452	392	660	67
3.501 to 4.000.....	2,387	442,955,220	28.17	185,570	49,534,428	3.911	464	408	655	73
4.001 to 4.500.....	1,826	331,889,062	21.10	181,757	29,554,881	4.296	457	400	655	70
4.501 to 5.000.....	1,992	345,420,026	21.96	173,404	54,845,171	4.790	457	376	664	66
5.001 to 5.500.....	570	86,238,337	5.48	151,295	14,113,553	5.295	446	355	660	56
5.501 to 6.000.....	583	64,528,676	4.10	110,684	416,061	5.833	449	358	641	47
6.001 to 6.500.....	498	55,598,794	3.54	111,644	74,025	6.321	452	358	644	49
6.501 to 7.000.....	437	37,782,945	2.40	86,460	42,756	6.816	449	346	641	47
7.001 to 7.500.....	234	16,913,973	1.08	72,282	29,942	7.297	433	316	637	45
7.501 to 8.000.....	114	7,310,383	0.46	64,126	16,685	7.770	448	323	645	43
8.001 to 8.500.....	65	2,940,229	0.19	45,234	5,431	8.345	430	286	639	35
8.501 to 9.000.....	41	1,549,975	0.10	37,804	2,544	8.777	425	262	660	28
9.001 to 9.500.....	11	458,814	0.03	41,710	0	9.220	447	336	626	41
9.501 to 10.000.....	8	315,170	0.02	39,396	0	9.794	471	296	573	24
10.001 to 10.500.....	3	115,498	0.01	38,499	0	10.280	370	248	628	31
10.501 to 11.000.....	1	48,914	0.00	48,914	0	10.900	480	462	634	52
Total/Weighted Average:	9,702	1,572,659,156	100.00	162,096	168,019,740	4.492	456	387	656	66

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Current Mortgage Rate of Mortgage Loans — Group H

Range of Current Mortgage Rates (%)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Less than or equal to 2.500	121	23,936,676	26.63	197,824	2,891,968	2.014	427	380	659	69
2.501 to 3.000.....	170	38,282,946	42.59	225,194	5,770,093	2.998	444	378	664	76
3.001 to 3.500.....	14	2,227,025	2.48	159,073	0	3.287	388	334	637	53
3.501 to 4.000.....	140	24,552,772	27.32	175,377	2,909,109	3.992	421	345	669	60
4.001 to 4.500.....	5	883,290	0.98	176,658	0	4.192	269	196	642	38
Total/Weighted Average:	450	89,882,708	100.00	199,739	11,571,170	3.030	430	367	663	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Current Mortgage Rate of Mortgage Loans — Group M

Range of Current Mortgage Rates (%)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Less than or equal to 2.500	60	9,719,201	0.74	161,987	1,702,471	2.003	461	403	668	72
2.501 to 3.000.....	28	5,436,188	0.41	194,150	276,436	2.954	404	357	676	57
3.001 to 3.500.....	539	98,991,106	7.51	183,657	8,743,296	3.447	453	393	660	68
3.501 to 4.000.....	2,247	418,402,448	31.74	186,205	46,625,319	3.906	466	411	654	74
4.001 to 4.500.....	1,821	331,005,772	25.11	181,771	29,554,881	4.297	457	401	655	70
4.501 to 5.000.....	1,992	345,420,026	26.20	173,404	54,845,171	4.790	457	376	664	66
5.001 to 5.500.....	570	86,238,337	6.54	151,295	14,113,553	5.295	446	355	660	56
5.501 to 6.000.....	77	9,300,228	0.71	120,782	416,061	5.848	463	303	631	48
6.001 to 6.500.....	56	6,464,200	0.49	115,432	74,025	6.318	441	298	646	52
6.501 to 7.000.....	43	3,400,070	0.26	79,071	42,756	6.825	423	274	629	50
7.001 to 7.500.....	29	2,333,687	0.18	80,472	29,942	7.308	430	281	620	52
7.501 to 8.000.....	14	1,142,516	0.09	81,608	16,685	7.769	470	309	654	45
8.001 to 8.500.....	8	317,215	0.02	39,652	5,431	8.256	349	193	615	30
8.501 to 9.000.....	5	123,778	0.01	24,756	2,544	8.880	480	224	628	14
Total/Weighted Average:	7,489	1,318,294,773	100.00	176,031	156,448,570	4.311	459	392	658	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Current Mortgage Rate of Mortgage Loans — Group M55

Range of Current Mortgage Rates (%)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
5.501 to 6.000.....	506	55,228,448	33.58	109,147	0	5.831	447	367	642	47
6.001 to 6.500.....	442	49,134,594	29.87	111,164	0	6.322	453	366	644	49
6.501 to 7.000.....	394	34,382,875	20.90	87,266	0	6.815	451	353	642	47
7.001 to 7.500.....	205	14,580,286	8.86	71,123	0	7.296	433	322	640	44
7.501 to 8.000.....	100	6,167,868	3.75	61,679	0	7.770	444	326	643	42
8.001 to 8.500.....	57	2,623,013	1.59	46,018	0	8.356	436	297	642	36
8.501 to 9.000.....	36	1,426,196	0.87	39,617	0	8.768	423	265	663	29
9.001 to 9.500.....	11	458,814	0.28	41,710	0	9.220	447	336	626	41
9.501 to 10.000.....	8	315,170	0.19	39,396	0	9.794	471	296	573	24
10.001 to 10.500.....	3	115,498	0.07	38,499	0	10.280	370	248	628	31
10.501 to 11.000.....	1	48,914	0.03	48,914	0	10.900	480	462	634	52
Total/Weighted Average:	1,763	164,481,675	100.00	93,296	0	6.473	448	356	643	47

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Current Credit Score of the Mortgagors of Mortgage Loans

Range of Current Credit Scores	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Not Available	246	28,721,312	1.83	116,753	3,535,341	4.758	460	372	N/A	61
401 to 450.....	5	869,931	0.06	173,986	92,700	3.934	462	411	440	65
451 to 500.....	85	11,994,601	0.76	141,113	1,518,021	4.571	464	406	486	72
501 to 550.....	487	70,785,792	4.50	145,351	6,055,661	4.607	462	397	532	66
551 to 600.....	1,349	202,003,007	12.84	149,743	17,088,238	4.545	462	399	579	66
601 to 650.....	2,640	405,493,900	25.78	153,596	35,500,284	4.530	460	392	628	65
651 to 700.....	2,878	488,836,936	31.08	169,853	50,849,083	4.484	458	388	675	67
701 to 750.....	1,423	254,890,969	16.21	179,122	31,130,865	4.416	449	377	720	68
751 to 800.....	504	94,308,489	6.00	187,120	17,678,911	4.302	436	359	771	68
801 to 850.....	85	14,754,219	0.94	173,579	4,570,637	4.254	442	354	810	65
Total/Weighted Average:	9,702	1,572,659,156	100.00	162,096	168,019,740	4.492	456	387	656	66

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Current Credit Score of the Mortgagors of Mortgage Loans — Group H

Range of Current Credit Scores	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Not Available	10	1,363,625	1.52	136,363	195,300	2.701	421	359	N/A	60
401 to 450.....	2	361,109	0.40	180,555	48,500	2.539	462	403	437	55
451 to 500.....	1	52,371	0.06	52,371	0	3.000	428	363	468	125
501 to 550.....	14	2,430,382	2.70	173,599	390,819	2.711	428	367	534	77
551 to 600.....	59	11,087,333	12.34	187,921	1,444,741	3.080	441	377	577	71
601 to 650.....	121	22,867,273	25.44	188,986	2,256,784	3.043	417	354	629	64
651 to 700.....	122	25,924,757	28.84	212,498	3,685,589	3.011	435	372	674	71
701 to 750.....	87	18,239,631	20.29	209,651	2,525,163	3.168	438	371	721	67
751 to 800.....	33	7,390,857	8.22	223,965	984,281	2.824	421	359	766	76
801 to 850.....	1	165,369	0.18	165,369	39,993	3.000	480	414	813	87
Total/Weighted Average:	450	89,882,708	100.00	199,739	11,571,170	3.030	430	367	663	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Current Credit Score of the Mortgagors of Mortgage Loans — Group M

Range of Current Credit Scores	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Not Available	168	22,554,486	1.71	134,253	3,340,041	4.355	461	379	N/A	65
401 to 450.....	2	387,697	0.03	193,849	44,200	4.211	457	416	442	76
451 to 500.....	67	10,573,875	0.80	157,819	1,518,021	4.279	466	407	485	76
501 to 550.....	361	58,399,097	4.43	161,770	5,664,842	4.338	465	404	532	68
551 to 600.....	1,012	165,383,396	12.55	163,422	15,643,497	4.311	465	405	579	68
601 to 650.....	1,983	333,376,625	25.29	168,117	33,243,500	4.317	463	398	628	68
651 to 700.....	2,265	414,749,026	31.46	183,112	47,163,494	4.312	460	393	675	69
701 to 750.....	1,138	216,221,590	16.40	190,001	28,605,702	4.299	451	381	721	70
751 to 800.....	413	82,212,066	6.24	199,061	16,694,630	4.290	440	365	771	69
801 to 850.....	80	14,436,914	1.10	180,461	4,530,644	4.233	442	354	810	65
Total/Weighted Average:	7,489	1,318,294,773	100.00	176,031	156,448,570	4.311	459	392	658	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Current Credit Score of the Mortgagors of Mortgage Loans — Group M55

Range of Current Credit Scores	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Not Available	68	4,803,201	2.92	70,635	0	6.869	468	343	N/A	43
401 to 450.....	1	121,124	0.07	121,124	0	6.750	480	418	442	65
451 to 500.....	17	1,368,355	0.83	80,491	0	6.565	454	397	488	44
501 to 550.....	112	9,956,313	6.05	88,896	0	6.419	454	363	533	47
551 to 600.....	278	25,532,277	15.52	91,843	0	6.468	451	368	580	47
601 to 650.....	536	49,250,002	29.94	91,884	0	6.451	456	363	628	47
651 to 700.....	491	48,163,154	29.28	98,092	0	6.476	449	356	673	46
701 to 750.....	198	20,429,747	12.42	103,181	0	6.453	434	344	718	47
751 to 800.....	58	4,705,566	2.86	81,130	0	6.474	368	255	772	52
801 to 850.....	4	151,936	0.09	37,984	0	6.626	415	281	810	48
Total/Weighted Average:	1,763	164,481,675	100.00	93,296	0	6.473	448	356	643	47

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Loan Age from Origination of Mortgage Loans

Range of Loan Ages from Origination (months)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Less than or equal to 60	148	25,185,580	1.60	170,173	210,358	4.322	383	354	666	60
61 to 72	104	15,614,524	0.99	150,140	194,057	4.317	432	391	657	62
73 to 84	247	38,070,042	2.42	154,130	995,795	4.298	443	400	646	65
85 to 96	255	42,184,238	2.68	165,428	948,196	4.088	434	391	660	64
97 to 108.....	106	20,351,662	1.29	191,997	514,382	4.474	452	398	653	64
109 to 120.....	132	24,422,710	1.55	185,021	675,120	4.539	475	403	659	59
121 to 132.....	175	31,635,768	2.01	180,776	1,440,237	4.668	472	406	661	61
133 to 144.....	473	85,952,842	5.47	181,718	6,688,383	4.482	457	383	657	62
145 to 156.....	2,363	433,993,289	27.60	183,662	60,754,251	4.394	460	388	657	72
157 to 168.....	2,191	408,710,961	25.99	186,541	58,856,401	4.401	462	392	659	72
Greater than or equal to 169...	3,508	446,537,541	28.39	127,291	36,742,561	4.723	452	379	654	58
Total/Weighted Average:	9,702	1,572,659,156	100.00	162,096	168,019,740	4.492	456	387	656	66

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Loan Age from Origination of Mortgage Loans — Group H

Range of Loan Ages from Origination (months)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
133 to 144.....	38	10,230,360	11.38	269,220	1,164,831	2.941	445	385	668	66
145 to 156.....	110	24,004,816	26.71	218,226	3,452,319	3.026	434	369	657	77
157 to 168.....	115	25,614,682	28.50	222,736	3,956,480	2.939	440	378	664	74
Greater than or equal to 169...	187	30,032,850	33.41	160,603	2,997,539	3.136	414	349	665	59
Total/Weighted Average:	450	89,882,708	100.00	199,739	11,571,170	3.030	430	367	663	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Loan Age from Origination of Mortgage Loans — Group M

Range of Loan Ages from Origination (months)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Less than or equal to 60	148	25,185,580	1.91	170,173	210,358	4.322	383	354	666	60
61 to 72	104	15,614,524	1.18	150,140	194,057	4.317	432	391	657	62
73 to 84	245	37,849,983	2.87	154,490	995,795	4.290	443	400	646	65
85 to 96	255	42,184,238	3.20	165,428	948,196	4.088	434	391	660	64
97 to 108.....	106	20,351,662	1.54	191,997	514,382	4.474	452	398	653	64
109 to 120.....	126	23,792,865	1.80	188,832	675,120	4.506	475	402	659	59
121 to 132.....	161	29,604,257	2.25	183,877	1,440,237	4.578	475	412	658	61
133 to 144.....	352	65,148,598	4.94	185,081	5,523,552	4.384	458	383	655	63
145 to 156.....	1,946	375,149,950	28.46	192,780	57,301,932	4.251	462	392	658	74
157 to 168.....	1,771	349,873,452	26.54	197,557	54,899,921	4.271	464	396	660	74
Greater than or equal to 169...	2,275	333,539,665	25.30	146,611	33,745,021	4.379	458	390	656	62
Total/Weighted Average:	7,489	1,318,294,773	100.00	176,031	156,448,570	4.311	459	392	658	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Loan Age from Origination of Mortgage Loans — Group M55

Range of Loan Ages from Origination (months)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
76 to 84	2	220,059	0.13	110,030	0	5.625	379	353	671	65
109 to 120.....	6	629,844	0.38	104,974	0	5.777	461	418	684	49
121 to 132.....	14	2,031,511	1.24	145,108	0	5.914	413	324	705	57
133 to 144.....	83	10,573,884	6.43	127,396	0	6.356	460	380	656	48
145 to 156.....	307	34,838,523	21.18	113,481	0	6.505	460	365	639	52
157 to 168.....	305	33,222,827	20.20	108,927	0	6.502	452	368	641	52
Greater than or equal to 169...	1,046	82,965,025	50.44	79,316	0	6.485	441	344	641	42
Total/Weighted Average:	1,763	164,481,675	100.00	93,296	0	6.473	448	356	643	47

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Loan Age from Modification of Mortgage Loans

Range of Loan Ages from Modification (months)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Not Modified	490	39,501,075	2.51	80,614	0	6.162	N/A	189	648	43
1 to 12	187	32,809,156	2.09	175,450	2,610,175	4.436	478	467	617	72
13 to 24	1,721	276,654,515	17.59	160,752	17,033,398	4.582	429	405	655	66
25 to 36	1,350	214,024,245	13.61	158,536	12,169,229	4.540	476	431	641	68
37 to 48	1,236	198,792,212	12.64	160,835	8,376,111	4.206	473	416	648	67
49 to 60	639	109,996,322	6.99	172,138	10,031,061	4.223	471	417	649	73
61 to 72	896	151,359,975	9.62	168,929	14,365,405	4.443	464	397	661	71
73 to 84	925	155,707,327	9.9	168,332	22,968,969	4.237	463	384	661	69
85 to 96	768	143,551,248	9.13	186,916	25,915,087	4.163	456	366	672	68
97 to 108	329	55,697,163	3.54	169,292	7,296,688	4.484	423	320	674	60
109 to 120	474	85,378,400	5.43	180,123	12,093,579	4.776	436	321	671	61
Greater than or equal to 121 ...	687	109,187,517	6.94	158,934	35,160,037	5.079	449	321	677	62
Total/Weighted Average:	9,702	1,572,659,156	100.00	162,096	168,019,740	4.492	456	387	656	66

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Loan Age from Modification of Mortgage Loans — Group H

Range of Loan Ages from Modification (months)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
26 to 36	5	1,299,212	1.45	259,842	226,468	2.241	477	440	641	80
37 to 48	76	14,133,442	15.72	185,966	1,342,040	2.140	422	379	663	68
49 to 60	60	12,252,254	13.63	204,204	1,672,195	2.200	426	371	641	71
61 to 72	186	40,311,466	44.85	216,728	5,604,259	3.098	438	372	667	73
Greater than or equal to 73	123	21,886,333	24.35	177,938	2,726,208	4.003	420	342	668	59
Total/Weighted Average:	450	89,882,708	100.00	199,739	11,571,170	3.030	430	367	663	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Loan Age from Modification of Mortgage Loans — Group M

Range of Loan Ages from Modification (months)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Not Modified	94	10,905,512	0.83	116,016	0	4.858	N/A	220	652	45
1 to 12	171	31,644,965	2.4	185,058	2,610,175	4.363	478	467	617	73
13 to 24	1,419	246,339,380	18.69	173,601	17,033,398	4.345	431	407	656	68
25 to 36	1,101	188,074,530	14.27	170,822	11,942,761	4.298	475	429	642	70
37 to 48	981	165,474,160	12.55	168,679	7,034,071	4.102	477	417	648	69
49 to 60	431	83,479,443	6.33	193,688	8,358,865	4.085	478	423	655	77
61 to 72	528	92,039,240	6.98	174,317	8,761,146	4.522	473	407	660	74
73 to 84	756	129,097,117	9.79	170,763	20,242,761	4.181	470	391	660	71
85 to 96	751	141,481,095	10.73	188,390	25,915,087	4.122	456	366	672	68
97 to 108	299	52,481,473	3.98	175,523	7,296,688	4.355	425	322	675	60
109 to 120	424	78,814,942	5.98	185,884	12,093,579	4.624	437	322	673	62
Greater than or equal to 121 ...	534	98,462,916	7.47	184,387	35,160,037	4.821	456	331	679	65
Total/Weighted Average:	7,489	1,318,294,773	100.00	176,031	156,448,570	4.311	459	392	658	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Loan Age from Modification of Mortgage Loans — Group M55

Range of Loan Ages from Modification (months)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Not Modified	396	28,595,563	17.39	72,211	0	6.659	N/A	178	646	42
1 to 12	16	1,164,191	0.71	72,762	0	6.265	477	466	620	44
13 to 24	302	30,315,135	18.43	100,381	0	6.370	411	391	641	49
25 to 36	244	24,650,504	14.99	101,027	0	6.371	477	447	635	47
37 to 48	179	19,184,609	11.66	107,177	0	6.448	476	434	637	46
49 to 60	148	14,264,625	8.67	96,383	0	6.448	472	418	622	47
61 to 72	182	19,009,269	11.56	104,447	0	6.557	473	407	652	47
73 to 84	46	4,723,876	2.87	102,693	0	6.469	479	401	657	49
85 to 96	17	2,070,154	1.26	121,774	0	6.475	433	341	663	48
97 to 108	30	3,215,690	1.96	107,190	0	6.307	390	284	656	52
109 to 120	50	6,563,458	3.99	131,269	0	6.323	424	309	648	58
Greater than or equal to 121	153	10,724,601	6.52	70,095	0	6.602	378	230	661	44
Total/Weighted Average:	1,763	164,481,675	100.00	93,296	0	6.473	448	356	643	47

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Original Term since Modification of Mortgage Loans

Range of Original Terms since Modification (months)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Not Modified / DPM Only	655	56,754,972	3.61	86,649	192,556	6.001	N/A	197	640	45
1 to 240	379	29,465,248	1.87	77,745	9,965	4.750	202	161	671	41
241 to 270	120	12,966,098	0.82	108,051	3,723	4.575	255	205	677	50
271 to 300	238	31,172,420	1.98	130,977	60,705	4.310	288	211	675	51
301 to 330	357	52,160,933	3.32	146,109	40,022	4.474	317	232	677	54
331 to 360	243	32,859,177	2.09	135,223	32,780	4.593	347	269	670	55
361 to 390	114	20,686,391	1.32	181,460	1,150,479	4.210	378	318	675	61
391 to 420	150	27,887,570	1.77	185,917	2,060,382	4.186	406	338	676	63
421 to 450	162	32,161,304	2.05	198,527	2,747,723	4.089	434	377	663	68
451 to 480	7,258	1,272,107,617	80.89	175,270	160,835,799	4.433	480	419	654	70
Greater than or equal to 481	26	4,437,425	0.28	170,670	885,605	4.715	481	354	699	63
Total/Weighted Average:	9,702	1,572,659,156	100.00	162,096	168,019,740	4.492	456	387	656	66

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Original Term since Modification of Mortgage Loans — Group H

Range of Original Terms since Modification (months)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Less than or equal to 240	32	2,087,908	2.32	65,247	0	3.242	197	133	649	30
241 to 270	22	2,723,860	3.03	123,812	0	2.979	256	198	666	51
271 to 300	34	5,233,611	5.82	153,930	55,769	3.203	285	218	660	51
301 to 330	29	4,130,869	4.60	142,444	0	3.051	314	249	676	50
331 to 360	25	4,303,387	4.79	172,135	0	3.099	347	282	690	62
361 to 390	13	2,365,014	2.63	181,924	0	2.854	380	320	654	62
391 to 420	28	5,556,442	6.18	198,444	0	3.033	407	345	679	64
421 to 450	31	5,832,729	6.49	188,153	0	3.098	433	369	649	62
451 to 480	236	57,648,888	64.14	244,275	11,515,401	2.996	479	415	661	76
Total/Weighted Average:	450	89,882,708	100.00	199,739	11,571,170	3.030	430	367	663	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Original Term since Modification of Mortgage Loans — Group M

Range of Original Terms since Modification (months)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Not Modified / DPM Only	259	28,159,409	2.14	108,724	192,556	5.329	N/A	217	634	48
Less than or equal to 240	231	20,481,481	1.55	88,664	9,965	4.340	199	160	678	43
241 to 270	65	7,484,256	0.57	115,142	3,723	4.436	254	209	680	52
271 to 300	174	23,403,585	1.78	134,503	4,936	4.301	289	212	681	52
301 to 330	285	44,532,968	3.38	156,256	40,022	4.447	317	234	679	55
331 to 360	159	24,180,421	1.83	152,078	32,780	4.515	345	271	671	55
361 to 390	97	17,946,970	1.36	185,020	1,150,479	4.345	377	319	678	61
391 to 420	107	20,585,020	1.56	192,383	2,060,382	4.318	406	340	677	64
421 to 450	119	24,516,528	1.86	206,021	2,747,723	4.175	434	379	667	70
451 to 480	5,968	1,102,780,581	83.65	184,782	149,320,398	4.269	480	418	655	71
Greater than or equal to 481	25	4,223,556	0.32	168,942	885,605	4.649	481	354	695	62
Total/Weighted Average:	7,489	1,318,294,773	100.00	176,031	156,448,570	4.311	459	392	658	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Original Term since Modification of Mortgage Loans — Group M55

Range of Original Terms since Modification (months)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Not Modified / DPM Only	396	28,595,563	17.39	72,211	0	6.659	N/A	178	646	42
1 to 240	116	6,895,860	4.19	59,447	0	6.427	210	172	659	39
241 to 270	33	2,757,982	1.68	83,575	0	6.528	256	200	682	44
271 to 300	30	2,535,225	1.54	84,507	0	6.652	285	184	655	50
301 to 330	43	3,497,095	2.13	81,328	0	6.504	318	184	651	50
331 to 360	59	4,375,369	2.66	74,159	0	6.497	356	242	646	44
361 to 390	4	374,407	0.23	93,602	0	6.721	380	263	649	38
391 to 420	15	1,746,108	1.06	116,407	0	6.459	408	289	658	48
421 to 450	12	1,812,048	1.10	151,004	0	6.251	438	390	646	58
451 to 480	1,054	111,678,149	67.90	105,956	0	6.426	480	431	638	48
Greater than or equal to 481	1	213,869	0.13	213,869	0	5.750	481	340	778	82
Total/Weighted Average:	1,763	164,481,675	100.00	93,296	0	6.473	448	356	643	47

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Remaining Term to Maturity of Mortgage Loans

Range of Remaining Terms (months)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Less than or equal to 120	327	12,952,259	0.82	39,609	28,218	5.623	176	86	665	25
121 to 180	371	28,703,110	1.83	77,367	40,909	5.342	238	158	653	38
181 to 240	927	117,367,941	7.46	126,611	180,263	5.011	293	208	662	51
241 to 300	378	59,374,809	3.78	157,076	56,423	4.430	346	273	677	55
301 to 360	779	146,632,749	9.32	188,232	38,676,376	4.574	452	346	676	65
361 to 372	320	63,710,108	4.05	199,094	10,243,388	4.503	469	366	677	66
373 to 384	224	44,030,292	2.80	196,564	9,085,850	4.374	469	378	675	67
385 to 396	799	151,415,938	9.63	189,507	32,472,051	4.249	478	391	668	71
397 to 408	854	148,290,127	9.43	173,642	21,389,182	4.340	477	402	660	71
409 to 420	884	153,753,339	9.78	173,929	15,685,816	4.585	478	415	656	72
421 to 432	674	117,604,969	7.48	174,488	10,715,671	4.332	479	426	647	73
433 to 444	990	165,741,111	10.54	167,415	6,600,632	4.142	480	439	648	68
445 to 456	1,099	184,438,051	11.73	167,824	11,595,404	4.438	480	451	641	70
457 to 468	995	164,713,359	10.47	165,541	10,018,937	4.613	480	462	637	68
469 to 480	81	13,930,993	0.89	171,988	1,230,619	4.329	480	470	615	76
Total/Weighted Average:	9,702	1,572,659,156	100.00	162,096	168,019,740	4.492	456	387	656	66

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Remaining Term to Maturity of Mortgage Loans — Group H

Range of Remaining Terms (months)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to- Value Ratio (%)
Less than or equal to 120	17	816,083	0.91	48,005	0	3.510	159	89	625	27
121 to 180.....	14	1,227,220	1.37	87,659	0	3.425	226	157	674	28
181 to 240.....	67	9,313,400	10.36	139,006	55,769	3.136	278	214	660	51
241 to 300.....	43	6,975,228	7.76	162,215	0	3.098	336	271	682	57
301 to 360.....	43	7,963,347	8.86	185,194	0	3.119	400	334	671	62
361 to 372.....	16	3,356,778	3.73	209,799	0	2.756	424	367	675	72
373 to 384.....	11	2,184,470	2.43	198,588	0	3.191	436	377	637	60
385 to 396.....	9	1,566,420	1.74	174,047	0	3.126	454	390	645	60
397 to 408.....	73	15,076,025	16.77	206,521	2,910,130	3.845	478	403	672	68
409 to 420.....	102	27,577,602	30.68	270,369	5,769,072	2.974	479	414	660	82
421 to 432.....	26	6,696,356	7.45	257,552	1,460,128	2.000	480	426	638	74
433 to 444.....	26	6,147,746	6.84	236,452	1,152,621	2.000	480	437	661	70
445 to 456.....	3	982,033	1.09	327,344	223,450	2.000	480	450	670	81
Total/Weighted Average:	450	89,882,708	100.00	199,739	11,571,170	3.030	430	367	663	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Remaining Term to Maturity of Mortgage Loans — Group M

Range of Remaining Terms (months)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to- Value Ratio (%)
Less than or equal to 120	135	6,591,271	0.50	48,824	28,218	4.510	165	88	674	27
121 to 180.....	187	16,298,003	1.24	87,155	40,909	4.674	227	160	659	41
181 to 240.....	564	79,230,039	6.01	140,479	124,495	4.682	297	209	665	52
241 to 300.....	290	47,955,409	3.64	165,363	56,423	4.435	346	274	677	55
301 to 360.....	687	134,196,844	10.18	195,337	38,676,376	4.613	455	347	677	65
361 to 372.....	280	56,269,456	4.27	200,962	10,243,388	4.472	471	365	679	65
373 to 384.....	197	40,221,897	3.05	204,172	9,085,850	4.355	471	378	676	68
385 to 396.....	776	148,302,758	11.25	191,112	32,472,051	4.232	478	391	668	71
397 to 408.....	731	127,929,560	9.70	175,006	18,479,052	4.292	477	402	659	72
409 to 420.....	601	105,792,301	8.02	176,027	9,916,744	4.541	478	415	657	74
421 to 432.....	510	96,859,502	7.35	189,921	9,255,542	4.126	479	426	650	76
433 to 444.....	787	140,368,273	10.65	178,359	5,448,012	3.896	480	439	649	71
445 to 456.....	857	158,556,937	12.03	185,014	11,371,954	4.126	480	451	642	73
457 to 468.....	815	146,499,207	11.11	179,754	10,018,937	4.377	480	462	639	70
469 to 480.....	72	13,223,316	1.00	183,657	1,230,619	4.228	480	470	614	77
Total/Weighted Average:	7,489	1,318,294,773	100.00	176,031	156,448,570	4.311	459	392	658	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Remaining Term to Maturity of Mortgage Loans — Group M55

Range of Remaining Terms (months)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to- Value Ratio (%)
Less than or equal to 120	175	5,544,905	3.37	31,685	0	7.252	213	83	661	21
121 to 180.....	170	11,177,887	6.80	65,752	0	6.524	271	156	642	36
181 to 240.....	296	28,824,501	17.52	97,380	0	6.515	276	205	652	49
241 to 300.....	45	4,444,172	2.70	98,759	0	6.471	366	268	664	52
301 to 360.....	49	4,472,559	2.72	91,277	0	6.335	446	340	652	51
361 to 372.....	24	4,083,874	2.48	170,161	0	6.296	480	367	652	63
373 to 384.....	16	1,623,926	0.99	101,495	0	6.336	480	378	682	48
385 to 396.....	14	1,546,759	0.94	110,483	0	6.610	471	390	646	51
397 to 408.....	50	5,284,543	3.21	105,691	0	6.485	480	403	660	47
409 to 420.....	181	20,383,436	12.39	112,616	0	6.515	478	415	648	49
421 to 432.....	138	14,049,111	8.54	101,805	0	6.484	480	427	624	48
433 to 444.....	177	19,225,093	11.69	108,616	0	6.421	479	439	639	46
445 to 456.....	239	24,899,080	15.14	104,180	0	6.361	480	451	633	48
457 to 468.....	180	18,214,152	11.07	101,190	0	6.380	480	461	629	48
469 to 480.....	9	707,677	0.43	78,631	0	6.048	480	470	638	44
Total/Weighted Average:	1,763	164,481,675	100.00	93,296	0	6.473	448	356	643	47

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Modification Flag of Mortgage Loans

Modification Flag	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Yes	9,212	1,533,158,081	97.49	166,431	168,019,740	4.444	456	392	657	67
No	490	39,501,075	2.51	80,614	0	6.162	N/A	189	648	43
Total/Weighted Average:	9,702	1,572,659,156	100.00	162,096	168,019,740	4.492	456	387	656	66

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Modification Flag of Mortgage Loans — Group H

Modification Flag	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Yes	450	89,882,708	100.00	199,739	11,571,170	3.030	430	367	663	69
Total/Weighted Average:	450	89,882,708	100.00	199,739	11,571,170	3.030	430	367	663	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Modification Flag of Mortgage Loans — Group M

Modification Flag	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Yes	7,395	1,307,389,261	99.17	176,794	156,448,570	4.305	459	394	658	69
No	94	10,905,512	0.83	116,016	0	4.858	N/A	220	652	45
Total/Weighted Average:	7,489	1,318,294,773	100.00	176,031	156,448,570	4.311	459	392	658	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Modification Flag of Mortgage Loans — Group M55

Modification Flag	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Yes	1,367	135,886,112	82.61	99,405	0	6.434	448	393	642	48
No	396	28,595,563	17.39	72,211	0	6.659	N/A	178	646	42
Total/Weighted Average:	1,763	164,481,675	100.00	93,296	0	6.473	448	356	643	47

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Loan Purpose at Origination of Mortgage Loans

Loan Purpose at Origination	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Cash-Out Refinance	3,661	620,903,504	39.48	169,599	71,168,789	4.486	457	386	654	65
No Cash-Out Refinance	3,002	480,367,102	30.54	160,016	40,804,994	4.460	454	389	658	65
Purchase	3,034	470,935,131	29.95	155,219	55,994,008	4.535	458	385	657	69
Unspecified Refinance	5	453,419	0.03	90,684	51,948	5.345	465	372	670	55
Total/Weighted Average:	9,702	1,572,659,156	100.00	162,096	168,019,740	4.492	456	387	656	66

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Loan Purpose at Origination of Mortgage Loans — Group H

Loan Purpose at Origination	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Cash-out Refinance.....	205	41,597,854	46.28	202,916	5,220,000	3.079	435	371	663	66
Purchase	145	28,902,371	32.16	199,327	3,724,601	2.962	427	365	665	74
No Cash-out Refinance	100	19,382,483	21.56	193,825	2,626,569	3.026	425	360	661	67
Total/Weighted Average:	450	89,882,708	100.00	199,739	11,571,170	3.030	430	367	663	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Loan Purpose at Origination of Mortgage Loans — Group M

Loan Purpose at Origination	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Cash-Out Refinance.....	2,778	509,360,316	38.64	183,355	65,948,789	4.299	460	392	655	68
No Cash-Out Refinance	2,480	421,954,493	32.01	170,143	38,178,425	4.330	455	393	660	67
Purchase	2,228	386,594,000	29.33	173,516	52,269,407	4.303	461	392	659	72
Unspecified Refinance	3	385,964	0.03	128,655	51,948	4.969	480	415	656	63
Total/Weighted Average:	7,489	1,318,294,773	100.00	176,031	156,448,570	4.311	459	392	658	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Loan Purpose at Origination of Mortgage Loans — Group M55

Loan Purpose at Origination	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Cash-Out Refinance.....	678	69,945,334	42.52	103,164	0	6.401	446	357	641	47
Purchase	661	55,438,760	33.71	83,871	0	6.645	447	349	643	47
No Cash-Out Refinance	422	39,030,126	23.73	92,488	0	6.358	454	363	644	47
Unspecified Refinance	2	67,455	0.04	33,727	0	7.204	380	127	741	10
Total/Weighted Average:	1,763	164,481,675	100.00	93,296	0	6.473	448	356	643	47

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Property Type at Origination of Mortgage Loans

Property Type at Origination	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Single Family	7,767	1,234,583,874	78.50	158,952	128,109,688	4.509	458	388	655	66
Planned Unit Development	1,270	239,523,860	15.23	188,601	23,543,595	4.436	448	383	658	68
Condominium.....	553	89,394,965	5.68	161,655	15,353,620	4.369	456	388	669	77
Manufactured Housing.....	106	8,209,105	0.52	77,444	990,919	4.959	443	359	639	52
Co-operative	4	741,337	0.05	185,334	0	3.252	403	330	681	61
Leasehold	2	206,014	0.01	103,007	21,917	4.665	480	406	694	62
Total/Weighted Average:	9,702	1,572,659,156	100.00	162,096	168,019,740	4.492	456	387	656	66

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Property Type at Origination of Mortgage Loans — Group H

Property Type at Origination	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Single Family	363	72,588,299	80.76	199,968	9,599,767	3.028	433	369	663	68
Planned Unit Development	53	10,913,499	12.14	205,915	1,296,531	2.971	428	366	653	73
Condominium	32	5,821,119	6.48	181,910	674,872	3.170	411	345	675	71
Co-operative	2	559,791	0.62	279,895	0	3.000	385	317	692	59
Total/Weighted Average:	450	89,882,708	100.00	199,739	11,571,170	3.030	430	367	663	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Property Type at Origination of Mortgage Loans — Group M

Property Type at Origination	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Single Family	5,883	1,024,981,433	77.75	174,228	118,509,921	4.314	460	393	657	68
Planned Unit Development	1,065	208,892,773	15.85	196,143	22,247,064	4.308	451	387	659	70
Condominium	453	77,001,672	5.84	169,982	14,678,748	4.249	462	396	669	79
Manufactured Housing	84	7,031,334	0.53	83,706	990,919	4.575	451	374	635	55
Leasehold	2	206,014	0.02	103,007	21,917	4.665	480	406	694	62
Co-operative	2	181,547	0.01	90,773	0	4.028	480	369	649	68
Total/Weighted Average:	7,489	1,318,294,773	100.00	176,031	156,448,570	4.311	459	392	658	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Property Type at Origination of Mortgage Loans — Group M55

Property Type at Origination	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Single Family	1,521	137,014,141	83.30	90,082	0	6.487	453	358	642	46
Planned Unit Development	152	19,717,588	11.99	129,721	0	6.360	429	351	643	48
Condominium	68	6,572,174	4.00	96,650	0	6.450	422	336	660	53
Manufactured Housing	22	1,177,772	0.72	53,535	0	6.931	382	275	662	39
Total/Weighted Average:	1,763	164,481,675	100.00	93,296	0	6.473	448	356	643	47

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Judicial Foreclosure State of Mortgage Loans

Judicial Foreclosure State	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Non-Judicial	4,979	805,976,160	51.25	161,875	75,841,614	4.526	460	384	655	61
Judicial	4,723	766,682,996	48.75	162,330	92,178,126	4.456	452	390	658	72
Total/Weighted Average:	9,702	1,572,659,156	100.00	162,096	168,019,740	4.492	456	387	656	66

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Judicial Foreclosure State of Mortgage Loans — Group H

Judicial Foreclosure State	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Judicial	229	45,595,106	50.73	199,105	6,901,182	2.993	437	374	666	75
Non-Judicial	221	44,287,602	49.27	200,396	4,669,988	3.066	423	359	660	62
Total/Weighted Average:	450	89,882,708	100.00	199,739	11,571,170	3.030	430	367	663	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Judicial Foreclosure State of Mortgage Loans — Group M

Judicial Foreclosure State	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Non-Judicial	3,823	672,924,403	51.05	176,020	71,171,626	4.335	463	390	657	63
Judicial	3,666	645,370,370	48.95	176,042	85,276,944	4.284	454	394	659	75
Total/Weighted Average:	7,489	1,318,294,773	100.00	176,031	156,448,570	4.311	459	392	658	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Judicial Foreclosure State of Mortgage Loans — Group M55

Judicial Foreclosure State	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Non-Judicial	935	88,764,155	53.97	94,935	0	6.476	453	354	639	46
Judicial	828	75,717,520	46.03	91,446	0	6.470	442	358	647	48
Total/Weighted Average:	1,763	164,481,675	100.00	93,296	0	6.473	448	356	643	47

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Geographic Concentration of the Mortgage Properties (State)

State	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Florida	1,700	297,195,790	18.90	174,821	42,750,597	4.381	433	379	668	73
California	880	213,361,158	13.57	242,456	28,144,706	4.378	464	383	666	60
Georgia	790	107,592,674	6.84	136,193	11,598,820	4.463	462	385	656	64
Illinois	551	91,230,606	5.80	165,573	16,506,111	4.208	468	398	656	82
New Jersey	405	88,021,839	5.60	217,338	11,636,706	4.332	466	401	658	80
New York	397	87,747,648	5.58	221,027	8,324,967	4.427	464	398	658	65
Maryland	294	61,350,556	3.90	208,675	6,024,887	4.329	464	398	649	75
Massachusetts	223	50,151,957	3.19	224,897	3,434,237	4.488	462	390	655	60
Texas	477	47,343,673	3.01	99,253	936,462	4.993	412	347	638	51
Arizona	216	36,358,287	2.31	168,325	3,415,996	4.372	461	383	648	61
Pennsylvania	287	34,841,996	2.22	121,401	2,076,173	4.793	464	395	638	67
Virginia	190	33,024,411	2.10	173,813	1,939,440	4.512	462	395	642	69
Washington	177	32,330,586	2.06	182,659	2,273,084	4.460	461	390	662	49
South Carolina	260	30,015,944	1.91	115,446	1,817,186	4.866	462	387	648	65
Michigan	291	28,866,238	1.84	99,197	3,188,675	4.813	460	375	654	61
Other	2,564	333,225,793	21.19	129,963	23,951,693	4.664	463	390	648	63
Total/Weighted Average:	9,702	1,572,659,156	100.00	162,096	168,019,740	4.492	456	387	656	66

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Geographic Concentration of the Mortgage Properties (State) — Group H

State	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Florida	85	17,837,832	19.85	209,857	3,264,031	3.141	450	384	674	81
California	55	13,602,398	15.13	247,316	1,497,569	3.129	433	367	683	54
New York	36	9,680,295	10.77	268,897	1,326,901	2.879	438	377	672	62
Georgia	36	6,641,280	7.39	184,480	708,702	2.704	427	369	650	67
New Jersey	21	5,591,659	6.22	266,269	716,014	3.249	442	374	663	81
Maryland	22	5,285,869	5.88	240,267	801,592	2.915	453	392	666	86
Illinois	32	5,051,728	5.62	157,867	895,042	2.915	423	363	656	92
Washington	19	3,252,517	3.62	171,185	243,300	3.478	393	321	660	47
Massachusetts	12	3,252,022	3.62	271,002	399,452	3.381	433	363	659	65
Oregon	8	1,971,135	2.19	246,392	146,850	3.199	457	393	673	54
North Carolina	9	1,625,847	1.81	180,650	144,874	3.494	429	359	628	62
Connecticut	8	1,589,925	1.77	198,741	449,223	2.414	466	415	624	99
Arizona	7	1,503,683	1.67	214,812	218,169	2.947	415	358	610	55
Virginia	8	1,334,164	1.48	166,770	65,452	3.102	377	315	627	65
Texas	10	1,162,904	1.29	116,290	7,000	3.015	355	296	602	51
Other	82	10,499,450	11.68	128,042	687,000	2.794	391	331	651	60
Total/Weighted Average:	450	89,882,708	100.00	199,739	11,571,170	3.030	430	367	663	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Geographic Concentration of the Mortgage Properties (State) — Group M

State	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Florida	1,439	262,563,188	19.92	182,462	39,486,566	4.306	435	382	668	74
California	730	186,131,431	14.12	254,975	26,647,138	4.306	467	387	667	61
Georgia	638	91,754,197	6.96	143,815	10,890,118	4.338	465	390	659	65
Illinois	468	80,945,897	6.14	172,961	15,611,070	4.111	471	404	656	83
New Jersey	345	77,048,715	5.84	223,330	10,920,692	4.252	467	405	658	81
New York	275	67,404,246	5.11	245,106	6,998,065	4.294	467	404	657	70
Maryland	242	52,559,772	3.99	217,189	5,223,295	4.309	465	400	649	75
Massachusetts	181	41,637,957	3.16	230,044	3,034,785	4.322	463	389	656	61
Arizona	191	32,873,785	2.49	172,114	3,197,828	4.298	463	388	650	62
Texas	285	32,367,675	2.46	113,571	929,462	4.365	414	354	642	54
Virginia	146	27,978,677	2.12	191,635	1,873,988	4.336	466	403	645	71
Pennsylvania	193	27,019,908	2.05	140,000	2,026,515	4.382	465	402	639	72
Washington	140	26,324,893	2.00	188,035	2,029,784	4.373	468	397	665	51
Michigan	222	24,048,590	1.82	108,327	3,134,675	4.448	464	385	654	64
South Carolina	172	22,270,595	1.69	129,480	1,779,742	4.346	464	395	651	69
Other	1,822	265,365,247	20.13	145,645	22,664,848	4.344	466	398	649	66
Total/Weighted Average:	7,489	1,318,294,773	100.00	176,031	156,448,570	4.311	459	392	658	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Geographic Concentration of the Mortgage Properties (State) — Group M55

State	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Florida	176	16,794,770	10.21	95,425	0	6.449	376	326	658	47
Texas	182	13,813,093	8.40	75,896	0	6.589	413	337	631	44
California	95	13,627,329	8.29	143,446	0	6.323	460	349	645	44
New York	86	10,663,107	6.48	123,990	0	6.393	471	381	647	40
Georgia	116	9,197,197	5.59	79,286	0	6.700	457	352	636	46
Pennsylvania	85	7,041,565	4.28	82,842	0	6.457	469	372	629	49
South Carolina	81	6,876,533	4.18	84,895	0	6.692	455	363	632	49
New Jersey	39	5,381,465	3.27	137,986	0	6.295	475	385	648	54
Massachusetts	30	5,261,978	3.20	175,399	0	6.303	469	411	642	45
Illinois	51	5,232,981	3.18	102,607	0	6.445	461	336	654	59
North Carolina	65	5,082,612	3.09	78,194	0	6.415	458	338	631	46
Michigan	64	4,491,279	2.73	70,176	0	6.610	447	336	649	48
Virginia	36	3,711,571	2.26	103,099	0	6.227	466	359	626	52
Maryland	30	3,504,916	2.13	116,831	0	6.404	470	377	626	51
Alabama	45	3,276,357	1.99	72,808	0	6.517	449	318	649	50
Other	582	50,524,924	30.72	86,813	0	6.492	462	362	645	46
Total/Weighted Average:	1,763	164,481,675	100.00	93,296	0	6.473	448	356	643	47

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Current Delinquency Status of Mortgage Loans

Current Delinquency Status	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Current	9,702	1,572,659,156	100.00	162,096	168,019,740	4.492	456	387	656	66
Total/Weighted Average:	9,702	1,572,659,156	100.00	162,096	168,019,740	4.492	456	387	656	66

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Current Delinquency Status of Mortgage Loans — Group H

Current Delinquency Status	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Current	450	89,882,708	100.00	199,739	11,571,170	3.030	430	367	663	69
Total/Weighted Average:	450	89,882,708	100.00	199,739	11,571,170	3.030	430	367	663	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Current Delinquency Status of Mortgage Loans — Group M

Current Delinquency Status	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Current	7,489	1,318,294,773	100.00	176,031	156,448,570	4.311	459	392	658	69
Total/Weighted Average:	7,489	1,318,294,773	100.00	176,031	156,448,570	4.311	459	392	658	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Current Delinquency Status of Mortgage Loans — Group M55

Current Delinquency Status	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
Current	1,763	164,481,675	100.00	93,296	0	6.473	448	356	643	47
Total/Weighted Average:	1,763	164,481,675	100.00	93,296	0	6.473	448	356	643	47

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Number of Remaining Steps of Step-Rate Mortgage Loans

Number of Remaining Steps	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
0	1,361	256,895,320	74.14	188,755	64,111,059	4.382	434	326	676	63
1	250	47,892,936	13.82	191,572	6,101,214	3.544	428	358	665	67
2	179	37,676,714	10.87	210,484	5,000,269	2.473	436	378	662	70
3	18	4,038,319	1.17	224,351	469,687	2.010	418	374	651	83
Total/Weighted Average:	1,808	346,503,290	100.00	191,650	75,682,229	3.991	434	337	673	64

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Number of Remaining Steps of Step-Rate Mortgage Loans — Group H

Number of Remaining Steps	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
0	3	274,738	0.31	91,579	0	4.340	252	179	669	37
1	250	47,892,936	53.28	191,572	6,101,214	3.544	428	358	665	67
2	179	37,676,714	41.92	210,484	5,000,269	2.473	436	378	662	70
3	18	4,038,319	4.49	224,351	469,687	2.010	418	374	651	83
Total/Weighted Average:	450	89,882,708	100.00	199,739	11,571,170	3.030	430	367	663	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Number of Remaining Steps of Step-Rate Mortgage Loans — Group M

Number of Remaining Steps	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
0	1,357	256,579,697	100.00	189,079	64,111,059	4.381	435	327	676	63
Total/Weighted Average:	1,357	256,579,697	100.00	189,079	64,111,059	4.381	435	327	676	63

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Number of Remaining Steps of Step-Rate Mortgage Loans — Group M55

Number of Remaining Steps	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
0	1	40,886	100.00	40,886	0	6.000	318	182	632	53
Total/Weighted Average:	1	40,886	100.00	40,886	0	6.000	318	182	632	53

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Last Step Rate of Step-Rate Mortgage Loans

Last Step Rate (%)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
3.250	7	1,123,577	0.32	160,511	155,800	3.250	402	314	646	59
3.375	135	22,921,310	6.62	169,787	2,769,665	3.204	423	341	681	59
3.500	104	21,998,544	6.35	211,524	4,017,571	3.251	436	356	674	66
3.625	101	19,350,974	5.58	191,594	2,509,922	3.091	432	360	662	69
3.750	60	12,446,522	3.59	207,442	1,965,922	2.947	441	375	673	78
3.875	107	20,765,808	5.99	194,073	3,080,996	3.299	421	344	664	67
4.000	104	18,867,670	5.45	181,420	3,028,355	3.542	425	342	668	60
4.125	135	29,371,523	8.48	217,567	4,494,790	3.371	439	361	670	71
4.250	99	18,888,716	5.45	190,795	2,070,581	3.728	417	334	664	61
4.375	109	20,592,480	5.94	188,922	3,232,331	4.138	429	339	673	63
4.500	122	22,216,243	6.41	182,100	3,307,688	4.379	413	314	660	61
4.625	74	14,129,799	4.08	190,943	1,707,642	4.566	412	302	674	58
4.750	135	22,333,231	6.45	165,431	4,764,146	4.750	426	309	676	60
4.875	113	21,553,614	6.22	190,740	7,478,771	4.875	441	324	680	65
5.000	256	48,924,579	14.12	191,112	16,848,822	5.000	452	330	685	64
5.040	1	101,651	0.03	101,651	14,400	5.040	480	366	637	67
5.125	87	17,385,880	5.02	199,838	6,153,882	5.125	451	329	670	66
5.250	33	6,777,213	1.96	205,370	3,285,112	5.250	454	332	690	68
5.375	24	6,379,897	1.84	265,829	4,475,533	5.375	466	344	673	68
5.625	1	333,172	0.10	333,172	320,300	5.625	480	353	681	60
6.000	1	40,886	0.01	40,886	0	6.000	318	182	632	53
Total/Weighted Average:	1,808	346,503,290	100.00	191,650	75,682,229	3.991	434	337	673	64

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Last Step Rate of Step Rate Mortgage Loans — Group H

Last Step Rate (%)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
3.375	14	3,069,819	3.42	219,273	97,746	2.215	394	350	666	63
3.500	21	3,801,325	4.23	181,015	485,459	2.150	435	391	669	65
3.625	54	9,582,513	10.66	177,454	1,040,669	2.571	440	385	652	72
3.750	44	9,843,391	10.95	223,713	1,733,122	2.712	444	384	669	80
3.875	46	9,257,487	10.30	201,250	1,212,435	2.608	428	369	655	69
4.000	28	5,994,995	6.67	214,107	853,911	2.590	433	374	654	64
4.125	86	19,596,945	21.80	227,871	2,879,073	3.003	439	372	665	75
4.250	60	11,300,933	12.57	188,349	1,118,880	3.389	418	350	666	61
4.375	62	11,216,068	12.48	180,904	1,772,937	3.939	435	360	668	64
4.500	27	4,910,738	5.46	181,879	241,839	4.008	397	319	654	60
4.625	8	1,308,495	1.46	163,562	135,100	4.000	389	310	696	50
Total/Weighted Average:	450	89,882,708	100.00	199,739	11,571,170	3.030	430	367	663	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Last Step Rate of Step-Rate Mortgage Loans — Group M

Last Step Rate (%)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
3.250	7	1,123,577	0.44	160,511	155,800	3.250	402	314	646	59
3.375	121	19,851,491	7.74	164,062	2,671,920	3.375	427	340	684	58
3.500	83	18,197,219	7.09	219,244	3,532,111	3.500	437	349	675	66
3.625	47	9,768,461	3.81	207,840	1,469,253	3.625	423	336	671	66
3.750	16	2,603,132	1.01	162,696	232,800	3.750	428	339	686	70
3.875	61	11,508,321	4.49	188,661	1,868,562	3.875	416	323	673	65
4.000	76	12,872,675	5.02	169,377	2,174,444	4.000	422	327	674	58
4.125	49	9,774,578	3.81	199,481	1,615,717	4.125	440	338	681	62
4.250	39	7,587,783	2.96	194,559	951,702	4.250	416	311	661	60
4.375	47	9,376,413	3.65	199,498	1,459,394	4.375	421	314	678	61
4.500	95	17,305,505	6.74	182,163	3,065,849	4.500	418	313	661	61
4.625	66	12,821,305	5.00	194,262	1,572,542	4.625	415	301	672	59
4.750	135	22,333,231	8.70	165,431	4,764,146	4.750	426	309	676	60
4.875	113	21,553,614	8.40	190,740	7,478,771	4.875	441	324	680	65
5.000	256	48,924,579	19.07	191,112	16,848,822	5.000	452	330	685	64
5.040	1	101,651	0.04	101,651	14,400	5.040	480	366	637	67
5.125	87	17,385,880	6.78	199,838	6,153,882	5.125	451	329	670	66
5.250	33	6,777,213	2.64	205,370	3,285,112	5.250	454	332	690	68
5.375	24	6,379,897	2.49	265,829	4,475,533	5.375	466	344	673	68
5.625	1	333,172	0.13	333,172	320,300	5.625	480	353	681	60
Total/Weighted Average:	1,357	256,579,697	100.00	189,079	64,111,059	4.381	435	327	676	63

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Last Step Rate of Step-Rate Mortgage Loans — Group M55

Last Step Rate (%)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
6.000	1	40,886	100.00	40,886	0	6.000	318	182	632	53
Total/Weighted Average:	1	40,886	100.00	40,886	0	6.000	318	182	632	53

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Clean Pay History of Mortgage Loans

Clean Pay History (months)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
6 to 11	1,727	240,389,692	15.29	139,195	16,238,950	4.757	463	366	628	62
12 to 23	4,852	800,538,665	50.90	164,991	75,955,536	4.491	454	393	652	67
24 to 35	1,559	258,539,975	16.44	165,837	20,814,715	4.444	450	393	664	67
Greater than or equal to 36..	1,564	273,190,823	17.37	174,674	55,010,538	4.279	464	381	686	69
Total/Weighted Average:	9,702	1,572,659,156	100.00	162,096	168,019,740	4.492	456	387	656	66

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Clean Pay History of Mortgage Loans — Group H

Clean Pay History (months)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
6 to 11	51	10,460,871	11.64	205,115	958,619	3.148	431	366	646	66
12 to 23	232	45,598,709	50.73	196,546	6,059,450	3.089	435	370	655	67
24 to 35	50	9,812,604	10.92	196,252	1,182,957	3.127	413	349	675	69
Greater than or equal to 36..	117	24,010,524	26.71	205,218	3,370,145	2.821	429	368	682	73
Total/Weighted Average:	450	89,882,708	100.00	199,739	11,571,170	3.030	430	367	663	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Clean Pay History of Mortgage Loans — Group M

Clean Pay History (months)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
6 to 11	1,153	186,344,143	14.14	161,617	15,280,332	4.397	465	382	627	66
12 to 23	3,789	670,720,907	50.88	177,018	69,896,086	4.309	456	397	654	69
24 to 35	1,258	225,658,901	17.12	179,379	19,631,758	4.272	452	396	664	68
Greater than or equal to 36..	1,289	235,570,822	17.87	182,755	51,640,394	4.278	468	383	687	70
Total/Weighted Average:	7,489	1,318,294,773	100.00	176,031	156,448,570	4.311	459	392	658	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Clean Pay History of Mortgage Loans — Group M55

Clean Pay History (months)	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
6 to 11	523	43,584,679	26.50	83,336	0	6.520	460	298	631	44
12 to 23	831	84,219,049	51.20	101,347	0	6.443	447	377	643	47
24 to 35	251	23,068,470	14.02	91,906	0	6.478	437	385	652	49
Greater than or equal to 36..	158	13,609,478	8.27	86,136	0	6.507	452	358	666	51
Total/Weighted Average:	1,763	164,481,675	100.00	93,296	0	6.473	448	356	643	47

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Forbearance Plan

Forbearance Plan	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
No	9,130	1,465,147,437	93.16	160,476	155,461,801	4.499	456	387	656	66
Yes	572	107,511,719	6.84	187,958	12,557,939	4.397	456	390	659	70
Total/Weighted Average:	9,702	1,572,659,156	100	162,096	168,019,740	4.492	456	387	656	66

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Forbearance Plan — Group H

Forbearance Plan	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
No	415	82,004,612	91.24	197,601	10,527,308	3.037	429	365	664	68
Yes	35	7,878,096	8.76	225,088	1,043,862	2.959	448	385	655	77
Total/Weighted Average:	450	89,882,708	100	199,739	11,571,170	3.030	430	367	663	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Forbearance Plan — Group M

Forbearance Plan	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
No	7,020	1,226,340,149	93.02	174,692	144,934,493	4.310	459	392	657	69
Yes	469	91,954,624	6.98	196,065	11,514,077	4.323	457	391	660	72
Total/Weighted Average:	7,489	1,318,294,773	100	176,031	156,448,570	4.311	459	392	658	69

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Forbearance Plan — Group M55

Forbearance Plan	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
No	1,695	156,802,677	95.33	92,509	0	6.474	448	355	643	47
Yes	68	7,678,998	4.67	112,926	0	6.450	458	375	642	49
Total/Weighted Average:	1,763	164,481,675	100	93,296	0	6.473	448	356	643	47

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Forbearance Plan Start Date

Forbearance Plan Start Date	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
April 2020	480	90,779,571	84.44	189,124	10,351,443	4.408	457	390	658	70
May 2020	92	16,732,148	15.56	181,871	2,206,496	4.336	455	390	661	70
Total/Weighted Average:	572	107,511,719	100	187,958	12,557,939	4.397	456	390	659	70

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Forbearance Plan Start Date — Group H

Forbearance Plan Start Date	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
April 2020	28	5,687,980	72.2	203,142	565,424	3.011	442	379	645	73
May 2020	7	2,190,116	27.8	312,874	478,438	2.803	462	403	680	87
Total/Weighted Average:	35	7,878,096	100	225,088	1,043,862	2.959	448	385	655	77

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Forbearance Plan Start Date — Group M

Forbearance Plan Start Date	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
April 2020	397	78,549,112	85.42	197,857	9,786,018	4.324	458	391	661	72
May 2020	72	13,405,512	14.58	186,188	1,728,058	4.319	454	391	657	70
Total/Weighted Average:	469	91,954,624	100	196,065	11,514,077	4.323	457	391	660	72

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Forbearance Plan Start Date — Group M55

Forbearance Plan Start Date	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
April 2020	55	6,542,479	85.2	118,954	0	6.386	458	379	638	50
May 2020	13	1,136,520	14.8	87,425	0	6.821	456	354	671	45
Total/Weighted Average:	68	7,678,998	100	112,926	0	6.450	458	375	642	49

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Clean Pay History (months) of Loans in a Forbearance Plan

Clean Pay History (months) of Loans in a Forbearance Plan	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
6 to 11	92	14,426,656	13.42	156,811	1,223,770	4.593	466	374	632	69
12 to 23	305	58,174,535	54.11	190,736	6,158,662	4.395	452	394	651	69
24 to 35	85	16,472,234	15.32	193,791	1,565,540	4.448	457	402	673	73
Greater than or equal to 36..	90	18,438,294	17.15	204,870	3,609,966	4.177	464	377	688	73
Total/Weighted Average:	572	107,511,719	100	187,958	12,557,939	4.397	456	390	659	70

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Clean Pay History (months) of Loans in a Forbearance Plan — Group H

Clean Pay History (months) of Loans in a Forbearance Plan	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
6 to 11	5	1,140,287	14.47	228,057	83,235	3.386	462	394	657	71
12 to 23	19	4,155,611	52.75	218,716	661,954	3.082	449	386	645	78
24 to 35	2	481,132	6.11	240,566	80,180	2.303	480	437	664	85
Greater than or equal to 36..	9	2,101,066	26.67	233,452	218,493	2.630	429	368	671	77
Total/Weighted Average:	35	7,878,096	100	225,088	1,043,862	2.959	448	385	655	77

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Clean Pay History (months) of Loans in a Forbearance Plan — Group M

Clean Pay History (months) of Loans in a Forbearance Plan	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to-Value Ratio (%)
6 to 11	69	11,829,014	12.86	171,435	1,140,535	4.417	465	380	631	71
12 to 23	252	49,902,957	54.27	198,028	5,496,709	4.310	452	395	652	70
24 to 35	73	14,561,480	15.84	199,472	1,485,360	4.305	457	401	676	75
Greater than or equal to 36..	75	15,661,173	17.03	208,816	3,391,473	4.309	468	378	693	74
Total/Weighted Average:	469	91,954,624	100	196,065	11,514,077	4.323	457	391	660	72

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Clean Pay History (months) of Loans in a Forbearance Plan — Group M55

Clean Pay History (months) of Loans in a Forbearance Plan	Number of Mortgage Loans	Aggregate Unpaid Principal Balance (\$)	Aggregate Unpaid Principal Balance (%)	Average Unpaid Principal Balance (\$)	Aggregate Initial Principal Forbearance Amount (\$)	Weighted Average Current Mortgage Rate (%)*	Weighted Average Original Term since Modification (months)**	Weighted Average Remaining Term (months)	Non-zero Weighted Average Current Credit Score	Weighted Average AVM Current Loan-to- Value Ratio (%)
6 to 11	18	1,457,355	18.98	80,964	0	6.761	480	308	620	47
12 to 23	34	4,115,967	53.6	121,058	0	6.429	455	390	646	49
24 to 35	10	1,429,622	18.62	142,962	0	6.366	449	401	654	49
Greater than or equal to 36..	6	676,054	8.8	112,676	0	6.088	469	381	643	54
Total/Weighted Average:	68	7,678,998	100	112,926	0	6.450	458	375	642	49

* Weighted by Interest Bearing Unpaid Principal Balance.

** Calculation excludes all Non-Modified and Deferred Principal Modified ("DPM") Only Loans.

Appendix B

Selling Restrictions

Canada

Each Underwriter has represented, warranted and agreed that:

(a) the sale and delivery of any Offered Certificates to any purchaser who is located or resident in Canada or otherwise subject to the laws of Canada or who is purchasing for a principal who is located or resident in Canada or otherwise subject to the laws of Canada (each such purchaser or principal, a “**Canadian Purchaser**”) by such Underwriter shall be made so as to be exempt from the prospectus filing requirements and exempt from, or in compliance with, the dealer registration requirements of all applicable securities laws, regulations, rules, instruments, rulings and orders, including those applicable in each of the provinces and territories of Canada (as defined in this section, the “**Securities Laws**”);

(b) (i) the Underwriter is an investment dealer as defined in section 1.1 of National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations (“**NI 31-103**”); or (ii) any sale and delivery of any Offered Certificates to a Canadian Purchaser will be made through (A) an affiliate of the relevant Underwriter that is a registered investment dealer, exempt market dealer or restricted dealer; or (B) in compliance with the international dealer exemption from the dealer registration requirements, and otherwise in compliance with the representations, warranties, and agreements set out herein;

(c) each Canadian Purchaser is entitled under the Securities Laws to acquire the Offered Certificates without a prospectus qualified under the Securities Laws, and such purchaser, (A) is a “permitted client” as defined in section 1.1 of NI 31-103 and an “accredited investor” as defined in section 73.3 of the Securities Act (Ontario) and National Instrument 45-106 Prospectus Exemptions (“**NI 45-106**”) and is a person to which a Underwriter relying on the international dealer exemption from the dealer registration requirements or a Underwriter registered as a restricted dealer may sell the Offered Certificates, or (B) is an “accredited investor” as defined in section 73.3 of the Securities Act (Ontario) and NI 45-106 who is purchasing the Offered Certificates from a registered investment dealer or exempt market dealer;

(d) it will ensure that each Canadian Purchaser purchasing from it (i) has represented to it that such Canadian Purchaser is resident in Canada; (ii) has represented to it which categories set forth in the relevant definition of “accredited investor” in section 73.3 of the Securities Act (Ontario) and NI 45-106 or “permitted client” in section 1.1 of NI 31-103, or both, as applicable, correctly describes such Canadian Purchaser; and (iii) consents to disclosure of all required information about the purchase to the relevant Canadian securities regulators or regulatory authorities;

(e) it has not provided and will not provide to any Canadian Purchaser any document or other material that would constitute an offering memorandum (other than this Offering Circular with respect to the private placement of the Offered Certificates in Canada) within the meaning of the Securities Laws;

(f) it has not provided and will not provide any document or other material that would constitute an offering memorandum within the meaning of the Securities Laws to a Canadian Purchaser outside the provinces of Alberta, British Columbia, Ontario and Quebec;

(g) it has not made and it will not make any written or oral representations to any Canadian Purchaser:

(i) that any person will resell or repurchase the Offered Certificates purchased by such Canadian Purchaser;

(ii) that the Offered Certificates will be freely tradeable by the Canadian Purchaser without any restrictions or hold periods;

(iii) that any person will refund the purchase price of the Offered Certificates; or

- (iv) as to the future price or value of the Offered Certificates; and
- (h) it will inform each Canadian Purchaser that:
 - (i) we are not a “reporting issuer” and are not, and may never be, a reporting issuer in any province or territory of Canada and there currently is no public market in Canada for any of the Offered Certificates, and one may never develop;
 - (ii) the Offered Certificates will be subject to resale restrictions under applicable Securities Law; and
 - (iii) such Canadian Purchaser’s name and other specified information will be disclosed to the relevant Canadian securities regulators or regulatory authorities and may become available to the public in accordance with applicable laws.

European Economic Area and United Kingdom

Each Underwriter has represented, warranted and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Offered Certificates to any retail investor in the European Economic Area or in the United Kingdom. For the purposes of this provision: (a) the expression “retail investor” means a person who is one (or more) of the following: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); or (ii) a customer within the meaning of Directive 2016/97/EU, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation 2017/1129/EU; and (b) the expression “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Offered Certificates to be offered so as to enable an investor to decide to purchase or subscribe for the Offered Certificates.

Japan

The Offered Certificates have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the “**FIEA**”) and, accordingly, each Underwriter undertakes that it will not offer or sell any Offered Certificates directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan or to others for re-offering or resale, directly or indirectly, in Japan or to any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the FIEA and other relevant laws and regulations of Japan. As used in this paragraph, “resident of Japan” means any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

Korea

The Issuer is not making any representation with respect to eligibility of any recipients of this Offering Circular to acquire the Offered Certificates referred to herein under the laws of Korea. The Offered Certificates offered under this Offering Circular have not been and will not be registered with the Financial Services Commission of Korea for public offering in Korea under the Financial Investment Service and Capital Markets Act (“**FSCMA**”) and are therefore subject to certain transfer restrictions. The Offered Certificates may not be offered, sold or delivered, directly or indirectly, or offered or sold to any person for re-offering or resale, directly or indirectly, in Korea or to any resident of Korea (as defined in the Foreign Exchange Transaction Law of Korea) except pursuant to the applicable laws and regulations of Korea, including the FSCMA and the Foreign Exchange Transaction Law and the decrees and regulations thereunder.

People’s Republic of China

The Offered Certificates may not be offered or sold directly or indirectly within the borders of the People’s Republic of China (“**PRC**” which, for such purposes, does not include the Hong Kong or Macau Special Administrative Regions or Taiwan). The offering material or information contained herein relating to the Offered Certificates, which has not been and will not be submitted to or approved/verified by or registered with any relevant governmental authorities in the PRC (including but not limited to the China Securities Regulatory Commission), may not be supplied to the public in the PRC or used in connection with any offer for the subscription or sale of the Offered

Certificates in the PRC. The offering material or information contained herein relating to the Offered Certificates does not constitute an offer to sell or the solicitation of an offer to buy any securities in the PRC. The Offered Certificates may only be offered or sold to PRC investors that are authorized to engage in the purchase of Offered Certificates of the type being offered or sold, including but not limited to those that are authorized to engage in the purchase and sale of foreign exchange for themselves and on behalf of their customers and/or the purchase and sale of government bonds or financial bonds and/or the purchase and sale of debt securities denominated in foreign currency other than stocks. PRC investors are responsible for obtaining all relevant approvals/licences, verification and/or registrations themselves from relevant governmental authorities (including but not limited to the China Securities Regulatory Commission, the State Administration of Foreign Exchange and/or the China Banking Regulatory Commission), and complying with all relevant PRC regulations, including, but not limited to, all relevant foreign exchange regulations and/or foreign investment regulations.

Singapore

This Offering Circular has not been, and will not be, registered as a prospectus with the Monetary Authority of Singapore (the “MAS”), and the Offered Certificates will be offered pursuant to exemptions under the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”). Accordingly, this Offering Circular or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Offered Certificates may not be circulated or distributed, nor may the Offered Certificates be offered or sold, in Singapore other than (i) to an institutional investor pursuant to Section 274 of the SFA, (ii) to a relevant person pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Offered Certificates are subscribed or purchased in reliance of an exemption under Section 274 or 275 of the SFA, the Offered Certificates shall not be sold within the period of six (6) months from the date of the initial acquisition of the Offered Certificates, except to any of the following persons:

- (i) an institutional investor (as defined in Section 4A of the SFA);
- (ii) a relevant person (as defined in Section 275(2) of the SFA); or
- (iii) any person pursuant to an offer referred to in Section 275(1A) of the SFA, unless expressly specified otherwise in Section 276(7) of the SFA.

Where the Offered Certificates are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor, securities (as defined in Section 2(1) of the SFA) or securities-based derivatives contracts (as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferable within six (6) months after that corporation or that trust has acquired the Offered Certificates pursuant to an offer made under Section 275 of the SFA except:

- (1) to an institutional investor or to a relevant person (as defined in Section 275(2) of the SFA), or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (2) where no consideration is or will be given for the transfer;
- (3) where the transfer is by operation of law; or

(4) pursuant to Section 276(7) of the SFA.

Taiwan

The Offered Certificates have not been and will not be registered with the Financial Supervisory Commission of Taiwan, the Republic of China pursuant to relevant securities laws and regulations and may not be offered or sold in Taiwan, the Republic of China through a public offering or in circumstance which constitutes an offer within the meaning of the Securities and Exchange Act of Taiwan, the Republic of China that requires a registration or approval of the Financial Supervisory Commission of Taiwan, the Republic of China. No person or entity in Taiwan, the Republic of China has been authorized to offer or sell the Offered Certificates in Taiwan, the Republic of China.

United Kingdom

Each of the Underwriters has represented and agreed that (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity, within the meaning of section 21 of the United Kingdom Financial Services and Markets Act 2000, as amended (the “FSMA”), received by it in connection with the issue or sale of any Offered Certificates in circumstances in which section 21(1) of the FSMA does not apply to the Issuer and (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Offered Certificates in, from or otherwise involving the United Kingdom.

Appendix C

Representations and Warranties

The Seller will make the following representations and warranties with respect to the Mortgage Loans as of the Closing Date. Each of the representations and warranties numbered 1 through 24 will be made by the Seller to the best of the Seller's knowledge, which means that the Seller will make such representation and warranty without any independent investigation. If it is discovered during the Warranty Period that the substance of any such representation or warranty is inaccurate and such inaccuracy is determined to constitute a Material Breach in accordance with the procedures described herein, then notwithstanding the Seller's lack of knowledge with respect to the substance of such representation or warranty being inaccurate at the time such representation or warranty was made, such inaccuracy will be deemed a Material Breach. These representations and warranties will expire at the end of the Warranty Period, except for the REMIC-related representation, number 25 below, which will not expire. Schedule I hereto identifies the Existing Liens, as of the Cut-Off Date, for certain Mortgage Loans.

1. Loan Data.

To the best of the Seller's knowledge, the information set forth in the mortgage loan schedule attached as an exhibit to the Pooling and Servicing Agreement (the "**Mortgage Loan Schedule**") is true and correct in all material respects as of the Cut-Off Date.

2. Regulatory Compliance.

To the best of the Seller's knowledge, the Mortgage Loan complied in all material respects with all applicable federal, state, county and municipal laws regarding the origination or delivery of residential mortgage loans, including (without limitation) truth-in-lending, real estate settlement procedures, consumer credit protection, equal credit opportunity, predatory and abusive lending laws, licensing, environmental and hazardous conditions, zoning, and disclosure laws such that no material adverse effect could reasonably be expected to have occurred, or such noncompliance was cured, as permitted by applicable law; provided that it makes such representation and warranty solely with respect to the Mortgage Loan in respect of which the statute of limitations period has not yet expired as of the Closing Date for any claim or dispute arising from an alleged violation of such applicable federal, state and local laws. Breach of this representation and warranty is considered only when the noncompliance resulted in foreclosure or ultimate realization on the mortgage note being precluded.

3. Ability to Repay.

To the best of the Seller's knowledge, if an application for a Mortgage Loan was taken on or after January 10, 2014, such Mortgage Loan complied with the "ability to repay" standards, if applicable, as set forth in Section 129C(a) of the federal Truth-in-Lending Act, 15 U.S.C. 1639c(a), and Section 1026.43(c) of Regulation Z in effect as of the date of the application such that no material adverse effect could reasonably be expected to have occurred, or such noncompliance was cured, as permitted by applicable law; provided that it makes such representation and warranty solely with respect to the Mortgage Loan in respect of which the statute of limitations period has not yet expired as of the Closing Date for any claim or dispute arising from an alleged violation of such applicable federal, state and local laws. Breach of this representation and warranty is considered only when the noncompliance resulted in foreclosure or ultimate realization on the mortgage note being precluded.

4. No Encumbrances or Pledges.

To the best of the Seller's knowledge, immediately prior to the transfer and assignment contemplated hereunder, it was the sole owner and holder of the Mortgage Loan free and clear of pledges, financing statements, repurchase agreements, hypothecations, or security agreements and similar encumbrances and it has full right and authority to sell and assign the same.

5. No Mechanics' Liens.

To the best of the Seller's knowledge, except with respect to the Existing Liens identified in Schedule I hereto, as of the Cut-Off Date, or if a valid and enforceable lien is identified as prior to the related Mortgage but as to which a lender's title policy, an attorney's opinion of title or title guaranty insures such Mortgage as a first priority lien, the Mortgaged Property is free and clear of all mechanics' and materialmen's liens that

have priority over the Mortgage Loan. For the avoidance of doubt, the Seller makes such representation and warranty solely with respect to a Mortgage Loan for which the statute of limitation period for enforcement of a superior mechanic's or materialman's lien has not expired as of the Closing Date.

6. Title, Lien Priority.

To the best of the Seller's knowledge, and except with respect to the Existing Liens identified in Schedule I hereto, as of the Cut-Off Date, or if a valid and enforceable lien is identified as prior to the related Mortgage but as to which a lender's title policy, an attorney's opinion of title or title guaranty insures such Mortgage as a first priority lien, (A) the related mortgage constitutes a valid, existing and enforceable (subject to bankruptcy laws and general principles of equity) first lien and first priority security interest with respect to each Mortgage Loan on the mortgaged property subject only to: (i) the lien of real property taxes and assessments not yet due and unpaid; (ii) covenants, conditions and restrictions, rights of way, easements and other matters of public record as of the date of recording which are acceptable to mortgage lending institutions generally that do not interfere with the benefits of the security to be provided by the mortgage; (iii) liens created pursuant to any federal, state or local law, regulation or ordinance affording liens for the costs of cleanup of hazardous substances or hazardous wastes or for other environmental protection purposes; and (iv) other matters to which like properties are commonly subject that do not individually or in aggregate materially interfere with the benefits of the security to be provided by the mortgage, and (B) any security agreement, chattel mortgage, or equivalent document related to and delivered to the Servicer or the Custodian with any mortgage establishes in it a valid and subsisting first lien on the property described therein. For the avoidance of doubt, the Seller makes such representation and warranty solely with respect to a Mortgage Loan for which the statute of limitation period for enforcement of a superior lien has not expired as of the Closing Date.

7. Taxes Paid.

To the best of the Seller's knowledge, except with respect to the Existing Liens outstanding identified in Schedule I hereto, as of the Cut-Off Date, all properly assessed property taxes and insurance premiums that previously became due have been paid or an escrow of funds has been established, to the extent permitted by law, in an amount sufficient to pay for any such item that remains unpaid and that has been assessed and is due and payable.

8. Mortgage Loan Legal and Binding.

To the best of the Seller's knowledge, the mortgage note (or lost note affidavit, if applicable), the related mortgage, and other agreements required to be executed by the mortgagor at the closing of the Mortgage Loan in connection therewith are the valid and binding obligation of the maker thereof, enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally and by general equity principles (regardless of whether such enforcement is considered in a proceeding in equity or at law).

9. Enforceable Right of Foreclosure.

To the best of the Seller's knowledge, each Mortgage contains customary and enforceable provisions such as to render the rights and remedies of the holder thereof adequate for the realization against the Mortgaged Property of the benefits of the security, including, if applicable, realization by judicial foreclosure (subject to any limitation arising from any bankruptcy, insolvency or other law for the relief of debtors).

10. No Rescission.

To the best of the Seller's knowledge, no action has been taken that would give rise to any right of rescission, reformation, set off, counterclaim or defense, including the defense of usury with respect to the mortgage note and/or the Mortgage, provided that the Seller makes such representation and warranty solely with respect to the Mortgage Loan in respect of which the statute of limitations period has not yet expired as of the Closing Date for any claim or dispute arising from an alleged violation of such applicable federal, state and local laws.

11. High Cost Loans.

To the best of the Seller's knowledge, no Mortgage Loan is a "high-cost" loan; provided that the Seller makes such representation and warranty solely with respect to each Mortgage Loan sold by it hereunder as of the Closing Date for any claim or dispute arising from an alleged violation of applicable state, federal, or local

laws, regulations, and other requirements pertaining to high cost loans. This representation and warranty shall be considered breached only when the noncompliance resulted in foreclosure or ultimate realization on the mortgage note being precluded. For purposes of this representation, a “high cost” loan is a Mortgage Loan that is secured by Mortgaged Property which at the time of origination was designated as “high-cost”, “high-risk” or similar designation under applicable state law or that had an annual percentage rate or total points and fees that exceed the thresholds under the Home Ownership and Equity Protection Act of 1994 and its implementing regulations.

12. Usury.

To the best of the Seller’s knowledge, the Mortgage Loan meets or is exempt from applicable state, federal or local laws, regulations and other requirements pertaining to usury, such that no material adverse effect could reasonably be expected to have occurred, or such noncompliance was cured, as permitted by applicable law; provided that the Seller makes such representation and warranty solely with respect to the Mortgage Loan in respect of which the statute of limitations period has not yet expired as of the Closing Date for any claim or dispute arising from an alleged violation of such applicable federal, state and local usury laws. Breach of this representation and warranty is considered only when the noncompliance resulted in foreclosure or ultimate realization on the mortgage note being precluded.

13. 1-4 Family; U.S.

To the best of the Seller’s knowledge, the Mortgage Loan was secured, at the time of origination, by one-to-four family residential real property located within one of the fifty (50) United States, the District of Columbia, Guam, Puerto Rico, or the U.S. Virgin Islands.

14. Hazard Insurance.

To the best of the Seller’s knowledge, with respect to the Mortgage Loan, the improvements upon the related mortgaged property are covered by a valid and existing fire and hazard insurance policy that is consistent with the Guide Chapter 8202.

15. Flood Insurance.

To the best of the Seller’s knowledge, for each Mortgage Loan with respect to which the Mortgaged Property is located in an area identified on a Flood Hazard Boundary Map or Flood Insurance Rate Map issued by the Federal Emergency Management Agency as having special flood hazards and flood insurance has been made available, a valid and existing flood insurance policy that is consistent with Guide Chapter 8202 is in effect.

16. Damage / Condemnation.

To the best of the Seller’s knowledge, (A) the related mortgaged property is not damaged by water, fire, earthquake, earth movement other than earthquake, windstorm, flood, tornado or similar casualty (excluding casualty from the presence of hazardous wastes or hazardous substances) in a manner which (i) materially affects in an adverse manner the value of the mortgaged property as security for the Mortgage Loan or (ii) materially affects in an adverse manner the use for which the premises was intended or (iii) would render the entire mortgaged property uninhabitable, or (B) there is no proceeding commenced declaring the mortgaged property is subject to (i) total condemnation or (ii) partial condemnation wherein such partial condemnation involves a material portion of the Mortgaged Property so that it would render the mortgaged property uninhabitable.

17. Fraud.

To the best of the Seller’s knowledge, no fraud with respect to a Mortgage Loan has taken place on the part of the Seller in connection with the Seller’s conveyance of such Mortgage Loan to the Trust on the Closing Date.

18. Natural Person.

To the best of the Seller’s knowledge, with respect to each Mortgage Loan, at the time of origination, unless otherwise indicated on the Mortgage Loan Schedule, each borrower is a natural person or other acceptable form.

19. Existence of Title Insurance.

To the best of the Seller's knowledge, except with respect to the Mortgage Loans identified in the initial certification of the Custodian, the Mortgage Loan is covered by a mortgage title insurance policy, an attorney's opinion of title or title guaranty in favor of the lender and its successors (collectively "title insurance"). The title insurance meets the requirements of the Guide (or was otherwise satisfactory to Freddie Mac at the time Freddie Mac purchased the Mortgage Loan).

20. Complete Collateral File.

To the best of the Seller's knowledge, except with respect to the Mortgage Loans identified in the initial certification, the Custodian is in possession (or such document has been released under an applicable Bailee letter) of the mortgage note (or lost note affidavit, if applicable), the related Mortgage or applicable security instrument with respect to each Mortgage Loan.

21. Deeds of Trust.

To the best of the Seller's knowledge, the deed of trust required to be executed by the mortgagor at the closing of the Mortgage Loan in connection therewith is the valid and binding obligation of the maker thereof, enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally and by general equity principles (regardless of whether such enforcement is considered in a proceeding in equity or at law).

22. Mortgage Recorded.

To the best of the Seller's knowledge, except with respect to each Mortgage Loan secured by co-op shares, each original mortgage (i) has been recorded in the appropriate jurisdictions in which such recordation is necessary to perfect the lien, (ii) is in the process of being recorded or (iii) will be sent for recordation within twelve (12) months following the Closing Date.

23. No Default.

To the best of the Seller's knowledge, as of the Cut-Off Date, there is no monetary default, monetary breach, monetary violation or event of acceleration existing under the terms, then existing, of the mortgage or the related mortgage note (*e.g.*, modified terms if applicable).

24. Fee Simple Estate.

To the best of the Seller's knowledge, except with respect to each Mortgage Loan secured by co-op shares, the mortgaged property is either a fee-simple estate or a residential leasehold estate. If the Mortgage Loan is secured by a residential leasehold estate, the terms of the lease must meet the following requirements:

- The terms of such lease permit the mortgaging of the leasehold estate; permit the assignment of the lease without the lessor's consent or permit the lessor to review and consent to or deny the proposed lessee based on the requirements of the Guide at the time of purchase of the Mortgage Loan; and permit the acquisition by the holder of the mortgage or a nominee of the rights of the lessee upon foreclosure or assignment in lieu of foreclosure.
- The terms of such lease do not allow the termination thereof upon the lessee's default without the holder of the mortgage being entitled to receive written notice of, and opportunity to cure, such default.

25. REMIC.

The Mortgage Loan is a "qualified mortgage" within the meaning of Section 860G(a)(3) of the Code.

Schedule of Existing Liens

Schedule I to Appendix C

This Schedule I identifies certain Mortgage Loans that, as of the Cut-Off Date, have existing liens (“Existing Liens”) in the amounts shown in the following table. To the extent that any such Mortgage Loan experiences a loss within the Warranty Period, and the Independent Reviewer determines during its review that a portion of such loss is a direct result of an Existing Lien on that Mortgage Loan, the Seller will indemnify the Trust in an amount equal to the lesser of (i) the actual loss amount determined by the Independent Reviewer to be associated with the identified lien and (ii) the amount shown in Column C below (if such Existing Lien is an HOA lien) or Column D below (if such Existing Lien is a tax/municipal/property tax/mechanics lien).

A	B	C	D*
Loan Identifier	Total \$ of HOA Liens	HOA Statutory Maximum Amount Superior to Mortgage	Total \$ of Tax/Municipal/ Property Tax/ Mechanics Liens
2002SCRT00007			\$108.80
2002SCRT00028	\$4,131.85	\$0.00	
2002SCRT00055	\$579.00	\$0.00	
2002SCRT00081			\$328.76
2002SCRT00087			\$737.00
2002SCRT00090	\$1,820.60	\$0.00	
2002SCRT00093	\$893.00	\$0.00	
2002SCRT00094	\$4,026.53	\$0.00	
2002SCRT00097	\$466.88	\$0.00	
2002SCRT00103			\$544.51
2002SCRT00128			\$172.75
2002SCRT00184			\$100.00
2002SCRT00219			\$650.00
2002SCRT00223			\$6,950.00
2002SCRT00230			\$25.26
2002SCRT00239			\$1,510.37
2002SCRT00256	\$2,348.71	\$0.00	
2002SCRT00263			\$1,187.00
2002SCRT00280			\$88,283.18
2002SCRT00297	\$1,095.00	\$0.00	
2002SCRT00305			\$584.18
2002SCRT00330	\$950.00	\$0.00	
2002SCRT00339	\$274.30	\$0.00	
2002SCRT00340	\$16,044.00	\$0.00	
2002SCRT00349			\$134.72
2002SCRT00392	\$1,074.14	\$900.00	
2002SCRT00423	\$9,224.11	\$840.00	
2002SCRT00427	\$239.06	\$0.00	
2002SCRT00441	\$281.44	\$0.00	
2002SCRT00448			\$927.00
2002SCRT00464	\$1,316.74	\$0.00	
2002SCRT00492	\$6,297.96	\$1,669.00	
2002SCRT00505	\$4,410.40	\$2,115.00	

* A dash “---” means that a lien was identified and filed, but no dollar amount was yet associated with such lien.

A	B	C	D*
Loan Identifier	Total \$ of HOA Liens	HOA Statutory Maximum Amount Superior to Mortgage	Total \$ of Tax/Municipal/ Property Tax/ Mechanics Liens
2002SCRT00540			\$117.49
2002SCRT00550			\$902.61
2002SCRT00575	\$2,240.86	\$0.00	
2002SCRT00578	\$701.17	\$0.00	
2002SCRT00598	\$5,441.70	\$0.00	
2002SCRT00621			\$322.68
2002SCRT00626			\$1,875.03
2002SCRT00627	\$2,760.00	\$720.00	
2002SCRT00628			\$1,097.97
2002SCRT00630	\$6,372.60	\$750.00	
2002SCRT00643	\$589.81	\$589.81	
2002SCRT00644			\$792.00
2002SCRT00669	\$0.00	\$0.00	
2002SCRT00677			\$1,074.41
2002SCRT00693	\$288.29	\$0.00	
2002SCRT00694	\$4,993.00	\$0.00	
2002SCRT00703	\$3,963.70	\$675.00	
2002SCRT00718	\$3,114.91	\$0.00	
2002SCRT00738	\$928.45	\$773.00	
2002SCRT00749			\$2,436.00
2002SCRT00774	\$3,266.40	\$1,652.00	
2002SCRT00822	\$2,878.78	\$1,072.00	
2002SCRT00824			\$6,654.00
2002SCRT00831			\$15,657.73
2002SCRT00841			\$475.00
2002SCRT00847			\$3,174.38
2002SCRT00866	\$23,228.38	\$0.00	
2002SCRT00869	\$3,601.60	\$0.00	
2002SCRT00881	\$912.22	\$912.22	
2002SCRT00885			\$255.55
2002SCRT00903	\$621.42	\$621.42	
2002SCRT00906			\$470.00
2002SCRT00908	\$10,170.00	\$0.00	
2002SCRT00910			\$130,000.00
2002SCRT00919			\$1,541.11
2002SCRT00958			\$8,907.53
2002SCRT00963	\$765.00	\$0.00	
2002SCRT00987			\$1,413.50
2002SCRT01001			\$204.20
2002SCRT01012	\$7,621.10	\$1,500.00	
2002SCRT01018	\$2,438.31	\$2,200.00	
2002SCRT01054			\$253.50
2002SCRT01062	\$1,140.00	\$1,140.00	
2002SCRT01074	\$149.00	\$149.00	

A	B	C	D*
Loan Identifier	Total \$ of HOA Liens	HOA Statutory Maximum Amount Superior to Mortgage	Total \$ of Tax/Municipal/ Property Tax/ Mechanics Liens
2002SCRT01089			\$10,650.00
2002SCRT01142			\$2,346.71
2002SCRT01165			\$219.71
2002SCRT01168			\$5,644.71
2002SCRT01179			\$9,440.27
2002SCRT01181	\$0.00	\$0.00	
2002SCRT01188	\$5,514.14	\$0.00	
2002SCRT01191			\$438.87
2002SCRT01193			\$18,750.00
2002SCRT01205			\$218.04
2002SCRT01245			\$1,525.60
2002SCRT01265			\$3,368.18
2002SCRT01270			\$993.58
2002SCRT01274			\$4,485.85
2002SCRT01275	\$275.00	\$275.00	
2002SCRT01279			\$109.75
2002SCRT01281			\$1,438.04
2002SCRT01301			\$5,893.43
2002SCRT01308			\$4,426.16
2002SCRT01314	\$30,409.11	\$1,500.00	
2002SCRT01324			\$500.00
2002SCRT01337	\$8,024.42	\$0.00	
2002SCRT01364			\$1,393.28
2002SCRT01368			\$526.72
2002SCRT01379	\$2,034.15	\$0.00	
2002SCRT01384			\$510.00
2002SCRT01387			\$800.00
2002SCRT01391			\$7,673.91
2002SCRT01412	\$3,854.50	\$0.00	
2002SCRT01415	\$1,477.50	\$0.00	
2002SCRT01420	\$472.73	\$0.00	\$6,327.02
2002SCRT01430			\$245.22
2002SCRT01454			\$9,320.00
2002SCRT01466			\$298.67
2002SCRT01469			\$1,212.72
2002SCRT01470	\$8,005.00	\$0.00	
2002SCRT01506	\$1,973.49	\$1,973.49	
2002SCRT01510	\$798.74	\$0.00	
2002SCRT01518	\$1,533.80	\$0.00	
2002SCRT01542	\$1,043.52	\$1,043.52	
2002SCRT01552			\$381.30
2002SCRT01556	\$1,110.00	\$1,110.00	
2002SCRT01570	\$1,579.31	\$0.00	\$5,102.81
2002SCRT01575	\$902.00	\$902.00	

A	B	C	D*
Loan Identifier	Total \$ of HOA Liens	HOA Statutory Maximum Amount Superior to Mortgage	Total \$ of Tax/Municipal/ Property Tax/ Mechanics Liens
2002SCRT01581	\$879.47	\$879.47	
2002SCRT01593			\$426.49
2002SCRT01608	\$1,756.00	\$1,301.00	
2002SCRT01628	\$11,995.04	\$0.00	
2002SCRT01654	\$1,033.88	\$1,033.88	
2002SCRT01696	\$373.90	\$0.00	
2002SCRT01704			\$8,550.00
2002SCRT01716			---
2002SCRT01733			\$6,700.00
2002SCRT01743	\$7,304.00	\$2,304.00	
2002SCRT01774	\$4,356.00	\$0.00	
2002SCRT01792	\$79.00	\$0.00	
2002SCRT01835	\$700.00	\$0.00	
2002SCRT01843			\$1,760.91
2002SCRT01844	\$563.74	\$563.74	
2002SCRT01847			\$11,869.03
2002SCRT01848	\$526.83	\$526.83	
2002SCRT01849	\$3,474.48	\$0.00	
2002SCRT01855			\$7,611.05
2002SCRT01866			\$175.08
2002SCRT01888	\$2,351.95	\$170.00	
2002SCRT01890			\$1,133.36
2002SCRT01891			\$300.00
2002SCRT01896	\$3,035.41	\$1,925.00	
2002SCRT01914			\$4,675.00
2002SCRT01921	\$1,347.50	\$0.00	
2002SCRT01929	\$373.49	\$373.49	
2002SCRT01933			\$42,120.16
2002SCRT01953	\$9,783.80	\$2,120.00	
2002SCRT01965			\$317.60
2002SCRT01970	\$2,377.00	\$1,662.50	
2002SCRT01971			\$1,078.00
2002SCRT01991	\$3,115.81	\$1,350.00	
2002SCRT02003	\$375.00	\$0.00	
2002SCRT02007			\$615.00
2002SCRT02012	\$6,627.00	\$0.00	
2002SCRT02028	\$1,116.61	\$1,116.61	
2002SCRT02031	\$2,014.03	\$0.00	
2002SCRT02076			\$8,099.32
2002SCRT02081			\$1,734.96
2002SCRT02085			\$447.06
2002SCRT02098	\$1,514.14	\$196.24	
2002SCRT02108			\$74.56
2002SCRT02112	\$2,473.45	\$0.00	

A	B	C	D*
Loan Identifier	Total \$ of HOA Liens	HOA Statutory Maximum Amount Superior to Mortgage	Total \$ of Tax/Municipal/ Property Tax/ Mechanics Liens
2002SCRT02121			\$1,350.00
2002SCRT02138	\$174.00	\$0.00	
2002SCRT02151			\$4,831.44
2002SCRT02175			---
2002SCRT02203			\$3,989.96
2002SCRT02240			\$60.00
2002SCRT02241	\$35.00	\$0.00	
2002SCRT02288	\$395.50	\$0.00	
2002SCRT02293	\$17,093.16	\$114.96	
2002SCRT02317			\$3,059.90
2002SCRT02324			\$82.18
2002SCRT02330			\$912.45
2002SCRT02331			\$6,400.00
2002SCRT02333			\$2,096.90
2002SCRT02338			\$4,365.28
2002SCRT02339			\$1,330.47
2002SCRT02379	\$2,074.12	\$0.00	
2002SCRT02382			\$114.25
2002SCRT02393			\$8,983.20
2002SCRT02440			\$1,010.00
2002SCRT02454			\$4,049.79
2002SCRT02486			\$80.38
2002SCRT02489	\$660.35	\$0.00	
2002SCRT02494			\$5,037.34
2002SCRT02500			\$290.80
2002SCRT02501	\$845.00	\$0.00	
2002SCRT02502	\$1,135.92	\$850.00	
2002SCRT02504	\$5,000.00	\$0.00	
2002SCRT02527	\$347.07	\$347.07	
2002SCRT02552			\$4,187.31
2002SCRT02553	\$3,037.31	\$1,700.00	
2002SCRT02557	\$10,363.41	\$0.00	
2002SCRT02574	\$0.00	\$0.00	
2002SCRT02606			\$685.15
2002SCRT02611			\$41.72
2002SCRT02616			\$568.74
2002SCRT02640			\$494.68
2002SCRT02681			\$6,203.11
2002SCRT02703			\$2,051.00
2002SCRT02710	\$11,905.86	\$0.00	
2002SCRT02727	\$2,434.05	\$1,800.00	
2002SCRT02774	\$3,092.93	\$1,434.90	
2002SCRT02780	\$421.00	\$421.00	
2002SCRT02792			\$143.36

A	B	C	D*
Loan Identifier	Total \$ of HOA Liens	HOA Statutory Maximum Amount Superior to Mortgage	Total \$ of Tax/Municipal/ Property Tax/ Mechanics Liens
2002SCRT02831			\$4,016.15
2002SCRT02840			\$220.00
2002SCRT02842			\$11,425.00
2002SCRT02854	\$3,076.36	\$1,560.00	
2002SCRT02864	\$11,622.00	\$2,223.00	
2002SCRT02917	\$805.00	\$805.00	
2002SCRT02921	\$957.59	\$957.59	
2002SCRT02935			\$9,550.43
2002SCRT02941			\$2,821.15
2002SCRT02963	\$5,000.00	\$1,998.76	
2002SCRT02974			\$37.72
2002SCRT02978	\$3,356.40	\$0.00	
2002SCRT02989			\$545.86
2002SCRT03003	\$2,291.62	\$1,800.00	
2002SCRT03035	\$5,563.40	\$4,170.00	
2002SCRT03036			\$10,080.16
2002SCRT03039	\$6,609.54	\$1,632.00	
2002SCRT03079	\$3,221.03	\$0.00	
2002SCRT03081	\$366.42	\$0.00	
2002SCRT03095	\$2,239.00	\$0.00	
2002SCRT03110			\$358.40
2002SCRT03131	\$591.56	\$591.56	
2002SCRT03157	\$22,563.83	\$1,678.10	
2002SCRT03162	\$498.76	\$0.00	
2002SCRT03183	\$2,484.89	\$1,500.00	
2002SCRT03198	\$11,073.47	\$3,019.22	
2002SCRT03208	\$1,360.00	\$0.00	
2002SCRT03229			\$214.19
2002SCRT03243	\$860.02	\$0.00	
2002SCRT03270			\$396.00
2002SCRT03273	\$450.00	\$0.00	
2002SCRT03284	\$6,472.41	\$0.00	
2002SCRT03295	\$363.00	\$0.00	
2002SCRT03297			\$711.05
2002SCRT03300	\$628.00	\$628.00	
2002SCRT03328	\$1,277.76	\$0.00	
2002SCRT03332	\$3,220.43	\$1,020.00	
2002SCRT03337	\$4,290.44	\$1,600.00	
2002SCRT03339	\$4,855.54	\$0.00	
2002SCRT03342	\$1,890.54	\$1,554.00	\$237.05
2002SCRT03345	\$1,385.93	\$0.00	
2002SCRT03349			\$2,727.00
2002SCRT03355	\$2,701.68	\$0.00	
2002SCRT03360			\$281.56

A	B	C	D*
Loan Identifier	Total \$ of HOA Liens	HOA Statutory Maximum Amount Superior to Mortgage	Total \$ of Tax/Municipal/ Property Tax/ Mechanics Liens
2002SCRT03369			---
2002SCRT03386			\$653.08
2002SCRT03388	\$7,198.53	\$0.00	
2002SCRT03441			\$1,102.78
2002SCRT03466	\$5,080.38	\$0.00	
2002SCRT03514			\$67,000.00
2002SCRT03556			\$3,061.47
2002SCRT03562	\$4,381.00	\$0.00	
2002SCRT03565	\$11,822.04	\$0.00	
2002SCRT03587	\$512.00	\$0.00	
2002SCRT03595	\$3,835.00	\$1,086.50	
2002SCRT03596			\$1,301.53
2002SCRT03670	\$2,634.16	\$0.00	
2002SCRT03694	\$5,580.08	\$1,993.32	
2002SCRT03701	\$1,489.61	\$0.00	
2002SCRT03705	\$2,525.00	\$348.00	
2002SCRT03708			\$4,340.00
2002SCRT03727	\$848.93	\$0.00	
2002SCRT03733	\$4,780.60	\$0.00	
2002SCRT03736			\$4,928.36
2002SCRT03753			\$2,210.49
2002SCRT03790			\$756.26
2002SCRT03804	\$3,510.54	\$1,500.00	
2002SCRT03806	\$3,174.94	\$0.00	
2002SCRT03836	\$2,227.63	\$0.00	
2002SCRT03846	\$15,749.98	\$0.00	
2002SCRT03849	\$1,531.11	\$0.00	
2002SCRT03869	\$1,075.00	\$0.00	
2002SCRT03875			\$1,357.25
2002SCRT03886	\$2,347.86	\$0.00	
2002SCRT03891	\$84,360.84	\$0.00	
2002SCRT03895			\$706.23
2002SCRT03900			\$2,074.78
2002SCRT03906	\$11,951.13	\$0.00	
2002SCRT03917			\$630.00
2002SCRT03931	\$337.50	\$0.00	
2002SCRT03935	\$223.10	\$74.00	
2002SCRT03941	\$2,080.00	\$0.00	
2002SCRT03960			\$1,598.00
2002SCRT03986			\$3,062.28
2002SCRT04007	\$332.00	\$0.00	
2002SCRT04018			\$969.70
2002SCRT04025	\$3,238.20	\$0.00	\$504.55
2002SCRT04047			\$125.00

A	B	C	D*
Loan Identifier	Total \$ of HOA Liens	HOA Statutory Maximum Amount Superior to Mortgage	Total \$ of Tax/Municipal/ Property Tax/ Mechanics Liens
2002SCRT04056			\$2,003.42
2002SCRT04060			\$2,800.00
2002SCRT04116			\$565.17
2002SCRT04123			\$353.23
2002SCRT04227			\$120.13
2002SCRT04271	\$3,369.20	\$0.00	
2002SCRT04287	\$572.00	\$0.00	
2002SCRT04292	\$499.78	\$0.00	
2002SCRT04320			\$1,453.59
2002SCRT04326	\$22,289.00	\$0.00	
2002SCRT04328	\$1,451.63	\$0.00	
2002SCRT04331	\$2,635.92	\$0.00	
2002SCRT04346	\$604.97	\$0.00	
2002SCRT04364			\$5,193.87
2002SCRT04370	\$15,342.94	\$0.00	
2002SCRT04374			\$1,110.07
2002SCRT04396	\$17,729.68	\$0.00	
2002SCRT04416	\$1,161.76	\$1,161.76	
2002SCRT04441	\$6,909.16	\$0.00	
2002SCRT04538			\$144.02
2002SCRT04562	\$735.35	\$0.00	
2002SCRT04586			\$292.22
2002SCRT04591	\$2,770.31	\$0.00	
2002SCRT04601			\$356.65
2002SCRT04622			\$310.50
2002SCRT04628			\$1,797.72
2002SCRT04638			\$3,519.22
2002SCRT04666	\$4,143.18	\$0.00	
2002SCRT04667	\$3,043.02	\$0.00	
2002SCRT04677	\$1,782.30	\$0.00	
2002SCRT04681	\$620.00	\$0.00	
2002SCRT04691			\$8,471.59
2002SCRT04696	\$1,426.87	\$0.00	
2002SCRT04698			\$14.74
2002SCRT04721	\$2,247.48	\$0.00	
2002SCRT04748	\$1,200.00	\$0.00	
2002SCRT04754			\$311.96
2002SCRT04764			\$2,058.86
2002SCRT04782	\$674.38	\$0.00	
2002SCRT04787	\$425.00	\$425.00	
2002SCRT04827	\$1,810.00	\$0.00	
2002SCRT04847			\$687.46
2002SCRT04921			\$52,450.00
2002SCRT04967	\$2,187.50	\$0.00	

A	B	C	D*
Loan Identifier	Total \$ of HOA Liens	HOA Statutory Maximum Amount Superior to Mortgage	Total \$ of Tax/Municipal/ Property Tax/ Mechanics Liens
2002SCRT04977	\$963.34	\$963.34	
2002SCRT04979			\$385.00
2002SCRT05019	\$95.50	\$95.50	
2002SCRT05022			\$205.63
2002SCRT05068	\$888.74	\$888.74	
2002SCRT05083			\$134.45
2002SCRT05091	\$360.00	\$0.00	
2002SCRT05094			\$342.20
2002SCRT05100			\$1,679.51
2002SCRT05124			\$807.67
2002SCRT05149			\$2,287.84
2002SCRT05150	\$1,044.90	\$0.00	
2002SCRT05180			\$5,215.90
2002SCRT05201			\$3,192.70
2002SCRT05205			\$1,654.28
2002SCRT05209			\$3,798.43
2002SCRT05216			\$426.10
2002SCRT05224	\$1,245.00	\$1,245.00	
2002SCRT05248	\$14,301.00	\$1,540.00	
2002SCRT05252	\$1,196.50	\$0.00	
2002SCRT05255			\$620.37
2002SCRT05263	\$697.00	\$697.00	
2002SCRT05293	\$660.80	\$660.80	
2002SCRT05372	\$2,019.70	\$0.00	
2002SCRT05375			\$435.13
2002SCRT05382	\$765.00	\$0.00	
2002SCRT05399			\$11,274.55
2002SCRT05403	\$8,356.29	\$1,910.53	
2002SCRT05415	\$3,194.09	\$0.00	
2002SCRT05419	\$1,212.00	\$0.00	
2002SCRT05437	\$1,107.00	\$0.00	\$11,610.41
2002SCRT05448	\$420.00	\$0.00	
2002SCRT05458	\$2,468.00	\$0.00	
2002SCRT05471	\$560.89	\$560.89	
2002SCRT05507			\$105.98
2002SCRT05514	\$961.39	\$0.00	
2002SCRT05520	\$4,827.25	\$0.00	
2002SCRT05563	\$681.27	\$0.00	
2002SCRT05571	\$3,252.59	\$0.00	
2002SCRT05607			\$115.01
2002SCRT05608	\$7,004.22	\$2,256.00	
2002SCRT05625			\$281.60
2002SCRT05628	\$410.00	\$0.00	
2002SCRT05654	\$390.00	\$0.00	

A	B	C	D*
Loan Identifier	Total \$ of HOA Liens	HOA Statutory Maximum Amount Superior to Mortgage	Total \$ of Tax/Municipal/ Property Tax/ Mechanics Liens
2002SCRT05656	\$2,246.25	\$710.00	
2002SCRT05665			\$742.00
2002SCRT05695			\$291.02
2002SCRT05696			\$1,957.80
2002SCRT05704	\$3,688.84	\$0.00	
2002SCRT05717	\$32,960.61	\$0.00	
2002SCRT05741			\$1,000.00
2002SCRT05742			\$792.00
2002SCRT05752	\$2,757.09	\$2,250.00	
2002SCRT05771			\$280.00
2002SCRT05773	\$600.38	\$0.00	
2002SCRT05790			\$100.00
2002SCRT05802	\$10,299.75	\$1,536.00	
2002SCRT05816			\$50,443.86
2002SCRT05840			\$2,040.83
2002SCRT05857			\$6,630.44
2002SCRT05864			\$10,518.40
2002SCRT05902			\$106.90
2002SCRT05936	\$20,511.02	\$0.00	
2002SCRT05938	\$3,083.45	\$3,083.45	
2002SCRT05942	\$1,841.76	\$1,841.76	
2002SCRT05958			\$11,935.26
2002SCRT05971			\$564.96
2002SCRT05995	\$2,607.51	\$1,200.00	
2002SCRT05996			\$1,476.86
2002SCRT06022	\$714.75	\$0.00	
2002SCRT06055	\$476.86	\$0.00	
2002SCRT06057	\$3,539.46	\$0.00	
2002SCRT06066	\$25,381.32	\$0.00	
2002SCRT06071	\$687.52	\$687.52	
2002SCRT06082			\$289.03
2002SCRT06088			\$1,209.37
2002SCRT06120			\$472.78
2002SCRT06125			\$9,069.08
2002SCRT06148	\$2,452.20	\$1,835.00	
2002SCRT06159			\$2,927.64
2002SCRT06171			\$1,990.00
2002SCRT06172	\$818.27	\$0.00	
2002SCRT06209			---
2002SCRT06225			\$170.00
2002SCRT06227			---
2002SCRT06245	\$1,450.20	\$0.00	
2002SCRT06278			\$1,763.42
2002SCRT06288			\$7,906.61

A	B	C	D*
Loan Identifier	Total \$ of HOA Liens	HOA Statutory Maximum Amount Superior to Mortgage	Total \$ of Tax/Municipal/ Property Tax/ Mechanics Liens
2002SCRT06321	\$3,443.46	\$733.11	
2002SCRT06332			\$313.85
2002SCRT06357	\$2,700.78	\$0.00	
2002SCRT06366			\$309.71
2002SCRT06372			\$1,597.62
2002SCRT06381			\$1,271.50
2002SCRT06394			\$1,480.80
2002SCRT06430			\$124.00
2002SCRT06459			---
2002SCRT06475			\$936.00
2002SCRT06499			\$920.80
2002SCRT06506			\$728.55
2002SCRT06514	\$2,169.82	\$0.00	
2002SCRT06518			\$1,599.63
2002SCRT06538	\$854.77	\$0.00	
2002SCRT06547			\$87.64
2002SCRT06567	\$6,545.75	\$0.00	
2002SCRT06574			\$3,817.28
2002SCRT06581			\$75.00
2002SCRT06589			\$1,006.95
2002SCRT06617	\$630.00	\$0.00	
2002SCRT06645	\$2,499.00	\$2,499.00	
2002SCRT06657	\$6,971.00	\$0.00	
2002SCRT06670	\$1,693.56	\$0.00	
2002SCRT06671	\$491.00	\$0.00	
2002SCRT06679	\$711.00	\$0.00	
2002SCRT06733			\$2,471.95
2002SCRT06747			\$11,886.20
2002SCRT06760	\$1,204.52	\$0.00	
2002SCRT06772			\$4,335.98
2002SCRT06773			\$1,157.79
2002SCRT06798			\$1,887.11
2002SCRT06806			\$260.00
2002SCRT06813	\$1,500.00	\$1,500.00	
2002SCRT06825			\$3,957.04
2002SCRT06829			\$1,340.90
2002SCRT06861	\$2,771.81	\$0.00	
2002SCRT06888	\$13,830.00	\$0.00	
2002SCRT06898			\$34.32
2002SCRT06918	\$2,738.00	\$0.00	
2002SCRT06929			\$615.83
2002SCRT06946	\$9,982.45	\$0.00	
2002SCRT06956			\$1,238.56
2002SCRT06987			\$1,108.84

A	B	C	D*
Loan Identifier	Total \$ of HOA Liens	HOA Statutory Maximum Amount Superior to Mortgage	Total \$ of Tax/Municipal/ Property Tax/ Mechanics Liens
2002SCRT07015			\$1,525.00
2002SCRT07017			---
2002SCRT07035			\$5,827.66
2002SCRT07055			\$322.80
2002SCRT07069			\$3,745.08
2002SCRT07097	\$65,204.54	\$0.00	
2002SCRT07130			\$744.46
2002SCRT07132	\$1,005.19	\$0.00	
2002SCRT07144	\$1,560.00	\$960.00	
2002SCRT07235	\$1,178.25	\$847.50	
2002SCRT07264	\$2,534.46	\$0.00	
2002SCRT07266	\$8,722.36	\$0.00	
2002SCRT07296			\$1,826.64
2002SCRT07300	\$266.11	\$0.00	
2002SCRT07346	\$2,381.90	\$2,381.90	
2002SCRT07362	\$460.19	\$460.19	
2002SCRT07368			\$2,000.00
2002SCRT07379			\$443.35
2002SCRT07443	\$717.00	\$0.00	
2002SCRT07470			\$40,000.00
2002SCRT07482			\$1,971.98
2002SCRT07483			\$39,775.79
2002SCRT07517	\$216.24	\$90.00	
2002SCRT07520			\$25.41
2002SCRT07528			\$2,013.65
2002SCRT07531	\$7,567.12	\$3,600.00	
2002SCRT07540	\$3,297.89	\$0.00	
2002SCRT07546			\$442.69
2002SCRT07614	\$3,928.51	\$944.00	
2002SCRT07620			\$353.52
2002SCRT07664			\$8,778.56
2002SCRT07676	\$13,479.18	\$600.00	
2002SCRT07692			\$564.50
2002SCRT07715			\$3,764.05
2002SCRT07739	\$737.37	\$0.00	
2002SCRT07745	\$138.03	\$138.03	
2002SCRT07795	\$4,847.69	\$0.00	
2002SCRT07802	\$1,683.79	\$296.00	
2002SCRT07806			\$2,793.78
2002SCRT07839	\$557.20	\$0.00	
2002SCRT07860	\$419.00	\$0.00	
2002SCRT07873	\$7,920.50	\$1,288.00	
2002SCRT07886			\$3,361.00
2002SCRT07891	\$5,574.00	\$0.00	

A	B	C	D*
Loan Identifier	Total \$ of HOA Liens	HOA Statutory Maximum Amount Superior to Mortgage	Total \$ of Tax/Municipal/ Property Tax/ Mechanics Liens
2002SCRT07899	\$705.00	\$0.00	
2002SCRT07900			\$194.85
2002SCRT07905			\$365.20
2002SCRT07921	\$669.97	\$0.00	
2002SCRT07950	\$1,425.36	\$0.00	
2002SCRT07963			\$314.25
2002SCRT07974			\$103.74
2002SCRT08016			\$76.05
2002SCRT08022	\$929.05	\$0.00	
2002SCRT08081			\$899.04
2002SCRT08142	\$2,028.00	\$1,571.30	
2002SCRT08170	\$1,871.64	\$0.00	
2002SCRT08196	\$1,748.06	\$1,748.06	
2002SCRT08207			\$236.61
2002SCRT08233			\$1,340.40
2002SCRT08257			\$925.63
2002SCRT08283	\$6,102.28	\$1,200.00	
2002SCRT08287	\$2,610.57	\$0.00	
2002SCRT08314			\$1,375.16
2002SCRT08323			\$950.00
2002SCRT08364	\$18,162.42	\$0.00	
2002SCRT08383			\$4,500.00
2002SCRT08411			\$507.70
2002SCRT08430			\$300.00
2002SCRT08433	\$3,073.03	\$0.00	
2002SCRT08453			\$3,043.22
2002SCRT08483			\$4,778.85
2002SCRT08489	\$0.00	\$0.00	
2002SCRT08519			\$180.25
2002SCRT08558			\$169.50
2002SCRT08611			\$5,613.56
2002SCRT08638			\$677.10
2002SCRT08641			\$1,126.91
2002SCRT08677			\$217.50
2002SCRT08678			---
2002SCRT08696	\$1,104.55	\$1,104.55	
2002SCRT08720			\$1,917.61
2002SCRT08722	\$434.00	\$434.00	\$443.45
2002SCRT08763			\$25.32
2002SCRT08764			\$539.77
2002SCRT08773			\$2,961.11
2002SCRT08803			\$25.00
2002SCRT08811			\$152.95
2002SCRT08818	\$6,043.78	\$0.00	

A	B	C	D*
Loan Identifier	Total \$ of HOA Liens	HOA Statutory Maximum Amount Superior to Mortgage	Total \$ of Tax/Municipal/ Property Tax/ Mechanics Liens
2002SCRT08821	\$2,510.00	\$0.00	
2002SCRT08823			\$285.00
2002SCRT08850			\$5,791.01
2002SCRT08853			\$47,300.11
2002SCRT08876	\$374.00	\$0.00	
2002SCRT08882			\$418.52
2002SCRT08885			\$546.32
2002SCRT08926	\$2,610.53	\$2,610.53	
2002SCRT08933			\$6,005.41
2002SCRT08952			\$1,061.29
2002SCRT08979			\$1,923.28
2002SCRT09013			---
2002SCRT09014			\$85.00
2002SCRT09022	\$3,700.00	\$0.00	
2002SCRT09034			\$31,610.16
2002SCRT09056			\$96.78
2002SCRT09077			\$3,396.29
2002SCRT09146	\$8,040.15	\$0.00	
2002SCRT09155	\$1,690.94	\$0.00	
2002SCRT09188	\$4,224.23	\$0.00	
2002SCRT09203			\$4,798.00
2002SCRT09235	\$3,216.00	\$0.00	
2002SCRT09330			\$2,729.10
2002SCRT09349	\$1,508.93	\$0.00	
2002SCRT09443			\$1,061.19
2002SCRT09457	\$2,627.23	\$0.00	
2002SCRT09468			\$24,513.88
2002SCRT09471			\$299.00
2002SCRT09519			\$1,775.00
2002SCRT09522			\$525.00
2002SCRT09523	\$4,951.51	\$1,887.20	
2002SCRT09526	\$525.50	\$0.00	
2002SCRT09532			\$2,594.42
2002SCRT09546	\$20,734.93	\$0.00	
2002SCRT09556	\$472.04	\$0.00	
2002SCRT09561	\$23,654.96	\$900.00	
2002SCRT09573			\$715.87
2002SCRT09579			\$396.25
2002SCRT09593	\$1,949.54	\$1,241.00	
2002SCRT09599	\$1,803.32	\$1,803.32	
2002SCRT09613	\$10,260.00	\$0.00	
2002SCRT09629			\$207.75
2002SCRT09664	\$1,789.69	\$1,250.00	
2002SCRT09667			\$3,534.81

A	B	C	D*
Loan Identifier	Total \$ of HOA Liens	HOA Statutory Maximum Amount Superior to Mortgage	Total \$ of Tax/Municipal/ Property Tax/ Mechanics Liens
2002SCRT09748			\$3,933.00
2002SCRT09752			\$15,728.88
2002SCRT09757			\$976.54
2002SCRT09775			\$6,822.37
2002SCRT09781	\$4,034.58	\$0.00	\$1,419.75
2002SCRT09888			\$479.16
2002SCRT09891	\$2,097.10	\$0.00	
2002SCRT09905			\$726.36
2002SCRT09912			\$3,300.00
2002SCRT09917	\$20,649.00	\$0.00	
2002SCRT09938			\$3,102.43
2002SCRT09944			\$2,662.32
2002SCRT09955	\$3,191.66	\$1,200.00	
2002SCRT09958	\$0.00	\$0.00	
2002SCRT09961	\$5,850.23	\$150.00	
2002SCRT09989			\$12,818.88
2002SCRT09993	\$1,274.84	\$0.00	
2002SCRT10018	\$180.00	\$0.00	
2002SCRT10099			\$13,136.65
2002SCRT10132	\$605.15	\$605.15	
2002SCRT10146			\$148.05
2002SCRT10180	\$3,048.29	\$2,400.00	
2002SCRT10197			\$5,364.77
2002SCRT10202			\$53.50
2002SCRT10205			\$4,110.10
2002SCRT10207			\$549.31
2002SCRT10216			\$4,666.00
2002SCRT10235			\$2,476.17
2002SCRT10242	\$865.56	\$0.00	
2002SCRT10271			\$1,821.00
2002SCRT10290			\$2,811.87
2002SCRT10300	\$1,050.00	\$0.00	
Totals	\$1,288,496.02	\$141,003.33	\$1,355,065.73

